NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
September 29, 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 – 47)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0551.003901	Const. Pct #1/Publication	$1,000
FROM	0100.0551.003002	Const. Pct #1/Vehicle Equip	$1,200
TO	0100.0551.004541	Const Pct #1/Vehicle Maint.	$2,200

5. Discuss, consider and take appropriate action on approving a line item transfer for Constable Precinct 2.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100-0552-003008	Law Enforcement Eq.	$900.00
TO:	0100-0552-004209	Cellular Phone/Pager	$900.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0554-003006	Office Equipment < $5000	$650
To	0100-0554-003002	Vehicle Equipment < $5000	$650

7. Discuss consider and take appropriate action acknowledging line item transfer of $500 or less completed by the County Auditor during July - September 2020 (FY20 4th quarter).

8. Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including two (2) Chevy Tahoes, one (1) Ford F650, one (1) Belly Dump Trailer, one (1) CAT Motor Grader, one (1) Wanco Arrow Board, one (1) Wanco Message Board, one (1) Vermeer Brush Chipper, and three (3) John Deere CX15 Shredders, pursuant to Tx. Local Gov’t Code 263.152.

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

10. Discuss and take appropriate action on accepting a donation to Williamson County Justice Court Precinct 2 Mentor Program from Kari Baumgart in the amount of $200.00.

11. Discuss, consider and take appropriate action to accept a donation of $125 for Williamson County Conservation Foundation.

12. Discuss, consider and take appropriate action on accepting a VISA gift card donation in the amount of $100.00 to the Williamson County Sheriff's Office pursuant to Tex. Loc. Gov't Code 81.032.

13. Discuss, consider, and take appropriate action on extending Worker's Compensation, Property & Casualty Insurance RFP Contract #1904-308, through Lee Insurance Agency for a total amount of $2,568,734, including the Law Enforcement Liability Umbrella Option, for the term October 1, 2020 through October 1, 2021.

14. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, February 2020 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

15. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, March 2020 Monthly Report in compliance with Code of Criminal Proc. § 103.005.

16. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, April 2020 Monthly Report in compliance with Code of Criminal Proc. § 103.005.

17. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, May 2020 Monthly Report in compliance with Code of Criminal Proc. § 103.005.

18. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, June 2020 Monthly Report in compliance with Code of Criminal Proc. § 103.005.

19. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, July 2020 Monthly Report in compliance with Code of Criminal Proc. § 103.005.

20. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, August 2020 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

21. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, August 2020 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

22. Discuss, consider, and take any appropriate action designating Tuesdays of each month during Fiscal Year 2021 as the Regular Term or Regular Meeting day of the week of the Williamson County Commissioners Court and all other meetings or sessions of Commissioners Court being Special Terms or Special Meetings; with such meetings being held in the Williamson County Commissioners Courtroom on the second floor of Williamson County Courthouse, 710 Main Street, Georgetown, Texas (unless otherwise amended or provided by the Williamson County Commissioners Court) [Tex. Loc. Gov't Code § 81.005].

23. Discuss and take appropriate action on the renewal of contract with the Texas State Library for the County Clerk for microfilm storage and creation for 2020-2021.

24. Discuss, consider and take appropriate action on approving the Second Amendment to Professional Service Agreement for Training and Traumatic Event Response for the Sheriff's Office, with Tania Glenn, originally approved on 06/13/2017, aligning agreement with the FY2021 approved budget of $35,000 and authorizing the execution of the amendment.

25. Discuss, consider and take appropriate action on approving the Second Amendment to Professional Service Agreement for Training and Traumatic Event Response for Emergency Services, with Tania Glenn, originally approved on 10/15/2019, aligning agreement with the FY2021 approved budget of $45,000 and authorizing the execution of the amendment.

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

27. Discuss, consider and take appropriate action on approving an agreement for Research Advisory Services with Gartner, Inc. in the amount of $90,965 per DIR Contract #DIR-TSO-4099 and authorizing the execution of the agreement.

28. Discuss, consider, and take appropriate action on the acceptance of the FY20 Emergency Management Performance Grant award issued by the Texas Division of Emergency Management.

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

30. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Taylor Butane Co. Inc. d/b/a TBC Propane to provide the installation of a new propane tank for the Williamson County Expo Center in the amount of $3,431.00 and authorizing execution of the agreement. Funding Source P475.

31. Discuss, consider and take appropriate action on authorizing the Amendment to Statement of Work for Fire Alarm Monitoring Services Contract with Johnson Controls, Inc., pursuant to TIPS Cooperative Contract #18020401 with services defined in contract list summary adding Williamson County Expo Pavilion for $599.27 annually.

32. Discuss, consider and take appropriate action on approving the extension of Landscape Maintenance Services Contract 1807-251, renewal period 1, for the same pricing, terms and conditions as the existing contract with Red & White Greenery, Inc. for the term of October 1, 2020 – September 30, 2021, and authorizing execution of the renewal agreement.

33. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and ADT Commercial LLC to provide alarm monitoring services for Williamson County Elections Office for $2,835.00 for equipment and installation and $74.99 per month for recurring service and IT Warehouse for $1,764.82 for equipment and installation and $74.53 per month recurring service and authorizing execution of the agreement.

34. Discuss, consider, and take appropriate action on approving the monthly frequencies for disposal of bins in Williamson County locations as identified in Second Addendum A of the Services Contract with Paper Retriever of Texas, LLC, for the monthly amount of $530 and authorizing execution of the addendum.

35. Discuss, consider and take appropriate action on rejecting proposals for RFP #T1620 and authorizing the Purchasing Agent to advertise and receive sealed proposals for Williamson County Facilities – Automatic Door Preventative Maintenance and Emergency Services, and request that information related to competition be excepted pursuant to Texas Government Code 552.104 and Authorize the Purchasing Agent to advertise and receive proposals under the new RFP #T1993.

36. Discuss, consider and take appropriate action on Change Order No. 13 for Prime Construction Change Order No. 13 in the amount of $0.00 to approve additional contract days due to weather and scope changes to contract.

37. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Regional Animal Shelter Expansion Project (P435); Vaughn Construction Change Order #21 in the amount of <$133,780.00.> (CREDIT). This change order results in an overall credit to the project.

38. Discuss, consider and take appropriate action on deductive Change Order No. 08 from Prime Construction for the River Ranch County Park in the amount of <$11,078.05> (CREDIT). This change order results in an overall credit to the project.

39. Discuss, consider and take appropriate action on approving Work Authorization No. 2 for the Child Advocacy Center (P530) in the amount of $12,365.00 to expire on January 31, 2021, under Williamson County Contract for Engineering Services between Williamson County and Kleinfelder, Inc. dated May 5, 2020.

40. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #17 in the amount of $1,091.00. This change order is being funded by owner's contingency from within the original project budget.

41. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #18 in the amount of $1,225.00. This change order is being funded by owner's contingency from within the original project budget.

42. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #20 in the amount of <$6,000.00.> This deductive change order will be credited to owner's contingency from within the original project budget and results in an overall credit to the project.

43. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #19 in the amount of $1,288.00. This change order is being funded by owner's contingency from within the original project budget.

44. Discuss, consider and take appropriate action on Work Authorization No 4 in the amount of $61,901.50 to expire on December 31, 2020 under Williamson County Contract for Surveying Services between Surveying And Mapping LLC and Williamson County dated May 19, 2020 for Design Survey & ROW delineation within Durham Park Subdivision. Funding source: P498.

45. Discuss, consider, and take appropriate action on TWDB FIF Williamson County Atlas 14 Floodplain Mapping Grant Application and Resolutions.

46. Discuss, consider, and take appropriate action on approving the agreements between Williamson County and the Amarillo Junior College District to provide technical training to the Williamson County Road & Bridge Division in the amount of $39,800.00 and authorizing execution of the agreements.

47. Discuss, consider and take appropriate action on approval of the final plat for the Hillside at Coupland Unit 2 subdivision – Precinct 4.

REGULAR AGENDA

48. Discuss, consider and take appropriate action on approving a Resolution Authorizing County Grant in relation to the Texas Department of Agriculture Texans Feeding Texans: Home Delivered Meal Grant Program.

49. Discuss, consider and take appropriate action regarding the upcoming Williamson County Employee/Spouse Virtual Benefit Fair that will be held on October 5--16, 2020 and the 2021 Open Enrollment Period, October 19-30, 2020.

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

51. 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.

52. Discuss, consider and take appropriate action for approval of the 2020/21 Family Eldercare Contract.

53. Discuss, consider, and take appropriate action on an Agreement to Extend the Restated and Amended Professional Services Agreement for Coronavirus Disease (COVID-19) Testing between Williamson County and Family Emergency Room, LLC.

54. Discuss, consider and take appropriate action on future uses and plans relating to the Old Williamson County Jail located at 312 Main Street, Georgetown, Texas.

55. Discuss, consider and take appropriate action on the engagement of the law firm of Howry Breen & Herman, LLP to represent Williamson County in relation to litigation matters by and on behalf of Williamson County; to include, but not be limited to legal research, claims and demands as requested by the Williamson County Commissioners Court and/or its General Counsel; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

56. Discuss, consider and take appropriate action on a Voluntary Termination Notice and Agreement relating to a License Agreement between Williamson County and Lone Star Justice Alliance, which was dated effective July 1, 2019, regarding Lone Star Justice Alliance's use of Williamson County's property at 303 and 305 Martin Luther King Boulevard, Georgetown, Texas.

57. 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 $229,013.

58. Discuss, consider and take appropriate action on a request for the Parks Department to apply for a Local Parks Grant for the Expo Center from the Texas Parks and Wildlife Department.

59. Discuss, consider and take appropriate action on approving an amendment to the DPS Interlocal Agreement for three forensic scientists for the County Attorney's office in the amount of $308.075.54 and authorize execution of the amendment.

60. Discuss, consider, and take appropriate action on the Service SOW Contract and listed quotes totaling $1,229,030.01 between Motorola and Williamson County pursuant to HGAC Contract # RA05-18, and authorize the purchase.

61. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with The Fellowship Church to be effective October 1, 2020 (Traffic control and security during various church services in Round Rock).

62. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Vista Oaks Municipal Utility District regarding off duty contracting of County Sheriff Deputies to be effective October 1, 2020.

63. Discuss, consider and take appropriate action on an Agreement for Legal Services for the Williamson County Transformative Justice Program between Williamson County and JR Hancock; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

64. Discuss, consider and take appropriate action on an Agreement for Legal Services for the Williamson County Transformative Justice Program between Williamson County and Jo Poenitzsch; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

65. Discuss, consider and take appropriate action authorizing the County Auditor to make any line item transfers necessary to complete the 2019-2020 budget within individual funds.

66. Discuss, consider and take appropriate action authorizing the County Auditor to transfer sufficient monies from cash ending balance of fiscal year 2019-2020 to balance the county budget for 2020-2021.

67. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the General Fund - Justice of the Peace Precinct #2 donation.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	$200.00

68. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the General Fund - Justice of the Peace Precinct #2 donation.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0452.003670	Use of Donations	$200.00

69. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for the Williamson County Regional Animal Shelter Donation Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	$30,630.33
	0546.0000.367440	Jane's Fund Donations	$6,396.73
	0546.0000.367441	Special Projects	$5,000.00
	0546.0000.367442	Play Yard Donations	$5,610.50
	0546.0000.367443	Heart Worm Donations	$7,478.70
	0546.0000.367445	SIT Team Donations	$5,010.00
	0546.0000.367447	Animal Transport Donations	$10.00
	0546.0000.370150	Sales of Pet Care Products	$1,241.50

70. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	$1,241.50
	0546.0546.003670	Use of Donations	$30,630.33
	0546.0546.004100	Professional Services	$6,396.73
	0546.0546.004109	Special Needs	$5,000.00
	0546.0546.004231	Travel	$10.00
	0546.0546.004232	Training	$5,010.00
	0546.0546.004509	Facility Enhancements	$5,610.50
	0546.0546.004975	Animal Medical Care	$7,478.70

71. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Park Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	$440.04

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$440.04

73. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for EMS Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367401	EMS Donations	$300.00

74. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the use of EMS Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.003670	Use of Donations	$300.00

75. Discuss, consider and take appropriate action on approving the purchase of an add-on Module for Election's poll books in the amount of $12,000 and exempting Tenex Software Solutions from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(7)(D) captive replacement components for equipment.

76. Discuss, consider, and take appropriate action regarding the appointment of election Judges and Alternate Judges to serve for a one year term beginning September 1, 2020 and ending August 31, 2021.

77. Discuss, consider, and take any appropriate action regarding the authorization for Williamson County to participate in a joint election with other political subdivisions to be conducted on November 3, 2020.

78. Discuss, consider and take appropriate action approving issuance of a Notice of General Election and approval of the Vote Center locations to be used for the elections to be held November 3, 2020.

79. Discuss, consider and take appropriate action on a Grant Agreement between Williamson County and the Center for Tech and Civic Life (CTCL) relating to the issuance of $263,644.00 grant funds from the CTCL COVID-19 Response Grant Program to be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Williamson County in 2020.

80. Discuss, consider and take appropriate action on approving a temporary hazard pay increase of $3.00 per hour for election presiding judges, supervisors and clerks working during early voting and/or election day for the November 3, 2020 election using funds from the Center for Tech and Civic Life (CTCL) grant. Authorization is being requested pursuant to Texas Election Code Section 32.093 requiring compensation of election judges and clerks to be fixed by the commissioners court for an election ordered by the governor.

81. Discuss, consider and take appropriate action for establishing Central Counting Station and appointment of officers to serve at the Central Counting Station for the election to be held on November 3, 2020.

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

83. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of $19,683.04 for O'Connor Traffic Signals (Champion Infrastructure), a Road Bond project in Commissioner Pct. 1.
P: 329 Funding: Road Bond

84. Discuss, consider and take appropriate action on awarding IFB #T1498 Shell Road and Shell Spur Milling & Overlay to the lowest responsive bidder Lone Star Paving Company and authorizing execution of the Ensuing Agreement.

85. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $157,797.00 to expire on December 31, 2020 under Williamson County Contract for Surveying Services between McGray & McGray Land Surveyors, Inc. and Williamson County dated May 19, 2020 for CR 282. Funding source: 01.0200.0210.004100.

86. Discuss, consider, and take appropriate action on awarding IFB #T1740 Corridor H-Sam Bass Rd Traffic Signal Improvements to Austin Traffic Signal in the amount of $319,866.00 and authorizing execution of the agreement. Funding source is P462

87. Discuss, consider and take appropriate action on a Real Estate Contract with Russell and Raquel Salisbury for right of way needed on the Corridor C project (Parcel 4). Funding Source: road bonds P459

88. Discuss, consider and take appropriate action on a claim for fixed moving expenses caused by a right of way acquisition on the SE Loop project- Parcel 18. Funding Source: Road Bonds P463

89. Discuss, consider and take appropriate action on a Claim for Payment of Rent Supplement to a tenant (Andrew Nesbitt) on a SE Loop project right of way acquisition on Parcel 14. Funding Source: Road Bonds P463

90. Discuss, consider and take appropriate action on a Real Estate Contract with Elisabeth Henning for right of way needed on the SE Loop project (Parcel 81). Funding Source: Road Bonds P463

91. Discuss, consider and take appropriate action on two claims for actual moving expenses caused by the right of way acquisition on the CR 111 project (Parcel 44DE). Funding Source: Road Bonds P292

92. Discuss, consider and take appropriate action on a Possession & Use Agreement for Transportation Purposes with Bruce E. Nakfoor, Trustee for right of way needed on the US 183 right turn lane project. Funding Source: Road Bonds P277

93. Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.296 acres) required for the construction of the SE Loop project, and take appropriate action. (Jennie Elizabeth Dilworth and Edward Owen Dilworth)

94. Discuss, consider and take appropriate action on a Real Estate contract with The Walther Family Limited Partnership, a Texas limited partnership for Right of Way needed on the County Road 366 project. (Parcel 2) Funding Source: P296

95. Discuss, consider and take appropriate action on a Real Estate contract with The Walther Family Limited Partnership, a Texas limited partnership for Right of Way needed on the County Road 366 project. (Parcel 16) Funding Source: P296

96. Discuss, consider and take appropriate action on a Real Estate contract with The Walther Family Limited Partnership, a Texas limited partnership for Right of Way needed on the County Road 366 project. (Parcel 21) Funding Source: P296

97. Discuss, consider and take appropriate action on a Letter Agreement to Pedernales Electric Cooperative, Inc. regarding relocation expenses reimbursement on CR 200.

98. Discuss, consider and take appropriate action on a Letter Agreement to Pedernales Electric Cooperative, Inc. regarding relocation expenses reimbursement on Seward Junction SE.

99. Discuss, consider and take appropriate action on a Letter Agreement to Pedernales Electric Cooperative, Inc. regarding relocation expenses reimbursement on Ronald Reagan Blvd. North (Phase IV).

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

100. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: O'Connor Signal Project
d) Discuss the acquisition of real property: CR 278
e) Discuss the acquisition of real property for County Facilities.
f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
g) Discuss the acquisition of real property for SH 29 @ DB Wood.
h) Discuss the acquisition of real property for CR 366.
i) Discuss the acquisition of real property for N. Mays.
j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
k) Discuss the acquisition of real property for CR 111.
l) Discuss the acquisition of real property for Corridor H
m) Discuss the acquisition of real property for future SH 29 corridor.
n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
o) Discuss the acquisition of right-of-way for Corridor C.
p) Discuss the acquisition of right-of-way for Corridor F.
q) Discuss the acquisition of right-of-way for Corridor D.
r) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
s) Discuss the acquisition of right-of-way for US 183 Right Turn Lane project.
t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
y) Discuss the acquisition of the MKT Right of Way

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible sale of +/- 10 acres located on Chandler Road near the

County Sheriff's Office Training Facility

c) Potential governmental uses for 8th Street downtown parking lot

d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)

e) Discuss property usage at Longhorn Junction

f) Discuss sale of excess 183A right of way to abutting property owner.

g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.

h) Discuss Blue Springs Boulevard

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

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.

E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

101. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

a) Business prospect(s) that may locate or expand within Williamson County.

b) Wolf Lakes

c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366

d) Project Deliver

e) Project Advantage

f) Project Cedar

g) Project Expansion

h) Project Arcos

i) Project Woods

j) Project Co-Op

k) Project Liberty

l) Project Long Haul

m) Project Bon Jovi

n) Project Crystal

102. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County

b) Status Update-Pending Cases or Claims;

c) Employee/personnel related matters

d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.

e) Civil Action; American Stewards of Liberty, et al. v. David Bernhardt, et al., In the Western District Court, Western District of Texas, Austin Division.

f) 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.

g) 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
h) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
i) 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.
j) 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.
k) 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
l) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
m) 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.
n) Claim of Regina Wright.
o) 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.
p) 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.
q) 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.
r) 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.
s) Legal matters relating to Javier Ambler.
t) Case 1:20-cv-00927-LY; Heather Vargas v. Williamson County, Texas; In The United States District Court for the Western District Of Texas Austin Division.
u) 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.
v) 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.
w) 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.
x) Cause No. 20-1213-C368; Michael Klier v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas.
y) Cause No. 3SC-20-0114; City Of Leander, by and through Texas Municipal League Intergovernmental Risk Pool As Subrogee, v. Williamson County; In The Justice Court Precinct 3 of Williamson County, Texas.

103. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

REGULAR AGENDA (continued)

104. Discuss and take appropriate action concerning economic development.

105. Discuss and take appropriate action concerning real estate.

106. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Employee/personnel related matters
d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
e) Civil Action; American Stewards of Liberty, et al. v. David Bernhardt, et al., In the Western District Court, Western District of Texas, Austin Division.
f) 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.
g) 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
h) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
i) 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.
j) 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.
k) 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
l) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
m) 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.
n) Claim of Regina Wright.
o) 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.
p) 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.
q) 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.
r) 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.
s) Legal matters relating to Javier Ambler.
t) Case 1:20-cv-00927-LY; Heather Vargas v. Williamson County, Texas; In The United States District Court for the Western District Of Texas Austin Division.
u) 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.
v) 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.
w) 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.
x) Cause No. 20-1213-C368; Michael Klier v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas.
y) Cause No. 3SC-20-0114; City Of Leander, by and through Texas Municipal League Intergovernmental Risk Pool As Subrogee, v. Williamson County; In The Justice Court Precinct 3 of Williamson County, Texas.

107. Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.

108. Comments from Commissioners.

_____
Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 25th day of September 2020 at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **4.**

Meeting Date: 09/29/2020

Line Item transfer for Constable 1

Submitted By: Michael Pendley, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

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

Background

Transfer a total of $2200 from vehicle equipment line and publications to vehicle maintenance to cover necessary repairs on our existing fleet.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0551.003901	Const. Pct #1/Publication	$1,000
FROM	0100.0551.003002	Const. Pct #1/Vehicle Equip	$1,200
TO	0100.0551.004541	Const Pct #1/Vehicle Maint.	$2,200

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/17/2020 10:23 AM
Budget Office	Ashlie Koenig	09/17/2020 11:36 AM
Form Started By: Michael Pendley		Started On: 09/17/2020 10:02 AM
Final Approval Date: 09/17/2020		

Commissioners Court - Regular Session **5.**

Meeting Date: 09/29/2020

Line Item Transfer

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a line item transfer for Constable Precinct 2.

Background

Adding a line for a deputy slot that was previously vacant. Budget is correct for next year.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100-0552-003008	Law Enforcement Eq.	$900.00
TO:	0100-0552-004209	Cellular Phone/Pager	$900.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/23/2020 10:37 AM
Budget Office	Ashlie Koenig	09/23/2020 12:07 PM
Form Started By: Kathy Pierce		Started On: 09/23/2020 10:28 AM
Final Approval Date: 09/23/2020		

Commissioners Court - Regular Session **6.**

Meeting Date: 09/29/2020

Line Item Transfer

Submitted By: Brian Olson, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer will cover the replacement cost of fire extinguishers and certification that are currently carried in each of our patrol vehicles.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0554-003006	Office Equipment < $5000	$650
To	0100-0554-003002	Vehicle Equipment < $5000	$650

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/23/2020 05:45 PM
Budget Office	Ashlie Koenig	09/23/2020 06:16 PM
Form Started By: Brian Olson		Started On: 09/23/2020 10:45 AM
Final Approval Date: 09/23/2020		

Commissioners Court - Regular Session **7.**

Meeting Date: 09/29/2020

Line Item Transfer of $500 or Less July-September 2020 FY20 9-23-2020

Submitted For: Melanie Denny **Submitted By:** Anabel Macias, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss consider and take appropriate action acknowledging line item transfer of $500 or less completed by the County Auditor during July - September 2020 (FY20 4th quarter).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LIT FY20 JUL-SEP 2020

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/23/2020 05:38 PM
Form Started By: Anabel Macias		Started On: 09/23/2020 12:41 PM
Final Approval Date: 09/23/2020		

FY20 LIT's Equal to or Less Than $500

Dept	*From/To*			*Line #*			*Amount*
Purchasing	From	01	0100	0494	004310	$	127.00
	To	01	0100	0494	004231	$	127.00
Tax Office	From	01	0100	0499	003120	$	500.00
	To	01	0100	0499	003006	$	500.00
County Attorney	From	01	0100	0475	004902	$	5.76
	To	01	0100	0475	003006	$	5.76
MOT	From	01	0100	0341	003100	$	374.86
	To	01	0100	0341	003005	$	374.86
EMS	From	01	0100	0540	003001	$	500.00
	To	01	0100	0540	003110	$	500.00
J.P. Precinct #4	From	01	0100	0454	003011	$	150.00
	To	01	0100	0545	003011	$	150.00
Records Management	From	01	0385	0385	004544	$	23.79
	To	01	0385	0385	003010	$	23.79
Fleet Maintenance	From	01	0882	0882	004541	$	150.00
	To	01	0882	0882	004231	$	150.00
County Clerk - Judicial	From	01	0100	0404	003100	$	120.00
	To	01	0100	0404	003006	$	120.00
EMS	From	01	0100	0583	003011	$	346.03
	To	01	0100	0583	003010	$	346.03
County Jail	From	01	0100	0570	004350	$	500.00
	To	01	0100	0570	004212	$	500.00
Juvenile Services	From	01	0100	0576	003100	$	100.00
	To	01	0100	0576	003200	$	100.00
Fleet Maintenance	From	01	0882	0882	005003	$	300.00
	To	01	0882	0882	004543	$	300.00
Animal Services	From	01	0545	0545	004999	$	233.11
	To	01	0545	0545	004510	$	233.11
EMS	From	01	0100	0540	003001	$	500.00
	To	01	0100	0540	004209	$	500.00

EMS	From	01	0100	0583	003011	$	0.60
	To	01	0100	0583	003010	$	0.60
HR	From	01	0100	0402	003100	$	156.54
	To	01	0100	0402	003010	$	156.54
WC Historical Commission	From	01	0100	0636	004210	$	12.00
	To	01	0100	0636	004212	$	12.00
425th District Court	From	01	0100	0441	003005	$	30.00
	To	01	0100	0441	003900	$	30.00
District Attorney	From	01	0100	0440	004932	$	500.00
	To	01	0100	0440	003010	$	500.00
Elections	From	01	0100	0492	004212	$	500.00
	To	01	0100	0492	004541	$	500.00
Extension Service	From	01	0100	0665	003100	$	109.99
	To	01	0100	0665	003006	$	109.99
District Courts	From	01	0100	0435	004999	$	100.00
	To	01	0100	0435	004210	$	100.00
Constable Precinct 1	From	01	0100	0551	003901	$	500.00
	To	01	0100	0551	004541	$	500.00
District Courts	From	01	0100	0435	004999	$	100.00
	To	01	0100	0435	004210	$	100.00
County Sheriff	From	01	0100	0560	004430	$	475.00
	To	01	0100	0560	004510	$	475.00
County Sheriff	From	01	0100	0560	003005	$	310.00
	To	01	0100	0560	004509	$	310.00
Information Technology	From	01	0100	0503	003011	$	200.00
	To	01	0100	0503	004969	$	200.00
Human Resources	From	01	0100	0402	004212	$	140.00
	To	01	0100	0402	003005	$	140.00
Sheriff's Office	From	01	0100	0560	003008	$	30.00
	To	01	0100	0560	003104	$	30.00
HAZ-MAT	From	01	0100	0542	005741	$	425.00

	To	01	0100	0542	003601	$	425.00
Constable Pct. 2	From	01	0100	0552	003008	$	158.35
	To	01	0100	0552	001110	$	158.35
On-site Sewage Facilities	From	01	0100	0661	005741	$	500.00
	To	01	0100	0661	004541	$	500.00
County clerk	From	01	0100	0403	004412	$	160.00
	To	01	0100	0403	003900	$	160.00
Facilities	From	01	0100	0509	003100	$	66.29
	To	01	0100	0509	003010	$	66.29
Human Resources	From	01	0100	0402	004212	$	348.00
	To	01	0100	0402	004208	$	348.00
Constable Pct. 1	From	01	0100	0551	003003	$	170.00
	To	01	0100	0551	003008	$	170.00
Constable Pct. 1	From	01	0100	0551	003900	$	330.00
	To	01	0100	0551	003008	$	330.00
Constable Pct. 1	From	01	0100	0551	004212	$	500.00
	To	01	0100	0551	004541	$	500.00
On-site Sewage Facilities	From	01	0100	0661	003001	$	151.30
	From	01	0100	0661	004208	$	348.70
	To	01	0100	0661	004621	$	500.00
County Attorney	From	01	0100	0475	004902	$	20.00
	To	01	0100	0475	004705	$	20.00
26th District Court	From	01	0100	0436	004999	$	215.03
	To	01	0100	0436	003010	$	215.03
HAZ-MAT	From	01	0100	0542	004500	$	500.00
	To	01	0100	0542	003311	$	500.00
JP Pct. 1	From	01	0100	0451	004100	$	460.00
	To	01	0100	0451	004210	$	460.00
City Buildings	From	01	0100	0509	003901	$	178.50
	To	01	0100	0509	003900	$	178.50
Animal Services	From	01	0545	0545	003100	$	30.00
	To	01	0545	0545	004705	$	30.00

Human Resources	From	01	0100	0402	004212	$	39.99
	To	01	0100	0402	003010	$	39.99
Human Resources	From	01	0100	0402	004100	$	400.00
	To	01	0100	0402	004621	$	400.00
URS	From	01	0200	0210	005711	$	500.00
	To	01	0200	0210	003318	$	500.00
Information Technology	From	01	0100	0503	003011	$	10.79
	To	01	0100	0503	001110	$	10.79
Constable Pct. 1	From	01	0100	0551	004216	$	65.00
	To	01	0100	0551	003004	$	65.00
Fleet Maintenance	From	01	0882	0882	005003	$	500.00
	To	01	0882	0882	003318	$	500.00
WILCO Buildings	From	01	0100	0509	003901	$	172.97
	To	01	0100	0509	003010	$	172.97
EMS	From	01	0100	0540	003001	$	500.00
	To	01	0100	0540	003110	$	500.00
Extension Services	From	01	0100	0665	003101	$	26.66
	To	01	0100	0665	003901	$	26.66
County Auditor	From	01	0100	0495	004100	$	103.93
	To	01	0100	0495	004999	$	103.93
Outreach Department	From	01	0100	0341	005700	$	410.00
	To	01	0100	0341	004541	$	410.00
Constable Pct. 4	From	01	0100	0554	004999	$	34.90
	To	01	0100	0554	003002	$	34.90
WC Historical Commission	From	01	0100	0636	004210	$	39.98
	To	01	0100	0636	003100	$	39.98
Feet Maintenance	From	01	0882	0882	005003	$	500.00
	To	01	0882	0882	003100	$	500.00
Animal Services	From	01	0545	0545	004415	$	215.40
	To	01	0545	0545	004510	$	215.40
County Attorney	From	01	0100	0475	004902	$	46.25

	To	01	0100	0475	004410	$	46.25
County Attorney	From	01	0100	0475	004902	$	45.95
	To	01	0100	0475	003005	$	45.95
Commissioners Court	From	01	0100	0401	004621	$	250.00
	To	01	0100	0401	003901	$	250.00
Constable Pct. 1	From	01	0100	0551	003311	$	500.00
	To	01	0100	0551	003008	$	500.00
Outreach Department	From	01	0100	0341	003901	$	116.00
	To	01	0100	0341	003900	$	116.00
WMS County Buildings	From	01	0100	0509	004212	$	3.62
	To	01	0100	0509	003901	$	3.62
Commissioners Court	From	01	0100	0401	004621	$	100.00
	To	01	0100	0401	004212	$	100.00
Magistrate Office	From	01	0100	0477	004350	$	13.00
	To	01	0100	0477	003010	$	13.00
Magistrate Office	From	01	0100	0477	004999	$	30.00
	To	01	0100	0477	003100	$	30.00
Magistrate Office	From	01	0100	0477	004999	$	231.00
	To	01	0100	0477	003100	$	231.00
Magistrate Office	From	01	0100	0477	004350	$	269.00
	To	01	0100	0477	003100	$	269.00
County Sheriff	From	01	0100	0560	003804	$	20.00
	To	01	0100	0560	003905	$	20.00
County Auditor	From	01	0100	0495	004100	$	105.00
	To	01	0100	0495	004999	$	105.00
Parks	From	01	0100	0510	004410	$	117.00
	From	01	0100	0510	004999	$	383.00
	To	01	0100	0510	004211	$	500.00
Constable Pct. 1	From	01	0100	0551	003900	$	55.00
	To	01	0100	0551	003004	$	55.00
Constable Pct. 3	From	01	0100	0553	004999	$	500.00
	To	01	0100	0553	004210	$	500.00

HAZ-MAT	From	01	0100	0542	004505	$	500.00
	To	01	0100	0542	003101	$	500.00
County Clerk	From	01	0100	0403	004412	$	160.00
	To	01	0100	0403	004320	$	160.00
Fleet	From	01	0882	0882	005003	$	125.00
	To	01	0882	0882	003100	$	125.00
Commissioners Court	From	01	0100	0401	004621	$	135.00
	To	01	0100	0401	004350	$	135.00
911 Communications	From	01	0100	0581	003006	$	100.00
	To	01	0100	0581	003001	$	100.00
Justin of the Peace Pct. 1	From	01	0100	0451	004190	$	477.00
	To	01	0100	0451	004192	$	477.00
District Attorney	From	01	0100	0440	003398	$	500.00
	To	01	0100	0440	003010	$	500.00
Commissioners Court	From	01	0100	0401	003100	$	133.00
	To	01	0100	0401	004350	$	133.00
District Courts	From	01	0100	0435	004999	$	45.10
	To	01	0100	0435	004210	$	45.10

Commissioners Court - Regular Session **8.**

Meeting Date: 09/29/2020

V/E Assets for Auction 9.29.20

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 two (2) Chevy Tahoes, one (1) Ford F650, one (1) Belly Dump Trailer, one (1) CAT Motor Grader, one (1) Wanco Arrow Board, one (1) Wanco Message Board, one (1) Vermeer Brush Chipper, and three (3) John Deere CX15 Shredders, 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 9.29.20

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/24/2020 08:23 AM
County Judge Exec Asst.	Andrea Schiele	09/24/2020 08:26 AM
Form Started By: Randy Barker		Started On: 09/18/2020 09:16 AM
Final Approval Date: 09/24/2020		

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2E09ER214343
Equipment/Door Number	SB1440
License Plate	1183412
Year	2014
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	97,145 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 9/8/2020 1:34 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 9/9/2020 12:06 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	Confirmed
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 9/16/2020 12:12 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/18/2020 7:54 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/18/2020 8:22 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLCDEC5GR306302
Equipment/Door Number	SB1645
License Plate	1309532
Year	2016
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	101,278 mi. with transmission needing repairs
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 9/8/2020 1:38 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 9/9/2020 12:08 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 9/16/2020 2:17 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/18/2020 7:58 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/18/2020 8:25 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	3FRNF65JX4V685875
Equipment/Door Number	UT0430
License Plate	1110285
Year	2004
Make	Ford
Model	F-650 Truck
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Terron Evertson 9/3/2020 9:16 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 9/3/2020 2:55 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 9/16/2020 2:24 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/18/2020 8:41 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/18/2020 8:46 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	5MC1116204P004837
Equipment/Door Number	UF0427
License Plate	9065055
Year	2004
Make	CPS
Model	SBD-240 Belly Dump Trailer
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Terron Evertson 9/3/2020 9:15 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 9/3/2020 2:53 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 9/16/2020 2:27 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/18/2020 8:49 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/18/2020 9:02 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	CAT0120HPCAF00495
Equipment/Door Number	UMG0508
License Plate	NA
Year	2005
Make	CAT
Model	120H Motor Grader
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Terron Evertson 9/3/2020 9:16 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 9/3/2020 3:05 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 9/11/2020 10:09 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/15/2020 9:18 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/15/2020 9:35 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	5F11S101651000209
Equipment/Door Number	2602
License Plate	9048291
Year	2005
Make	Wanco
Model	WTSP55-LSA Arrow board
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Terron Evertson 9/3/2020 9:08 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 9/3/2020 2:50 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 9/16/2020 2:26 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/18/2020 8:52 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/18/2020 8:58 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	5F12S161561004202
Equipment/Door Number	2620
License Plate	9079200
Year	2006
Make	Wanco
Model	WLMB-SLL Message Board
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Terron Evertson 9/3/2020 9:21 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 9/3/2020 3:01 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 9/11/2020 10:11 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/15/2020 9:20 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/15/2020 9:39 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	1VRY1119471009078
Equipment/Door Number	UBC0803
License Plate	9065123
Year	2007
Make	Vermeer
Model	BC1000XL Brush Chipper
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Terron Evertson 9/3/2020 9:14 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 9/3/2020 2:51 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 9/16/2020 2:25 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/18/2020 8:43 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/18/2020 8:48 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	1POCX15EEDP036100
Equipment/Door Number	2952
License Plate	NA
Year	2013
Make	John Deere
Model	CX15 Shredder
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Terron Evertson 9/3/2020 9:39 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 9/8/2020 7:25 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 9/15/2020 9:15 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/15/2020 3:42 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/16/2020 8:23 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	1POCX15EPDP036103
Equipment/Door Number	2951
License Plate	NA
Year	2013
Make	John Deere
Model	CX15 Shredder
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Terron Evertson 9/3/2020 9:43 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 9/8/2020 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 9/15/2020 9:17 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/15/2020 3:44 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/16/2020 8:32 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	1POCX15EKDP036135
Equipment/Door Number	2969
License Plate	NA
Year	2013
Make	John Deere
Model	CX15 Shreeder
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Terron Evertson 9/3/2020 9:40 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 9/8/2020 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 9/15/2020 9:13 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/15/2020 3:46 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/16/2020 8:28 AM

Commissioners Court - Regular Session **9.**

Meeting Date: 09/29/2020

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	09/23/2020 03:20 PM
County Judge Exec Asst.	Andrea Schiele	09/23/2020 05:43 PM
Form Started By: Kayla Marek		Started On: 09/23/2020 12:10 PM
Final Approval Date: 09/23/2020		

Department	Position	Emp Num	Approved Annual Salary	Merit %	Lump Sum Merit	Pay Proposal Reason	Effective Date of Change
26th District	Ct Adm 3 Dist 26.0011.001100.	12701	$ 69,932.20	3.00%	$2,097.97	MERIT	2-Oct-20
277th District	Ct Adm 3 Dist 277.0100.001100.	706	$ 77,197.38	3.00%	$2,315.92	MERIT	2-Oct-20
368th District	Ct Adm 3 Dist 368.0103.001100.	12953	$ 69,932.20	3.00%	$2,097.97	MERIT	2-Oct-20
395th District	Ct Adm 3 Dist 395.0106.001100.	1884	$ 77,197.38	3.00%	$2,315.92	MERIT	2-Oct-20
425th District	Ct Adm 3 Dist 425.0109.001100.	12743	$ 69,932.20	3.00%	$2,097.97	MERIT	2-Oct-20
911 Addressing Grant	IT Specialist II.0113.001100.	11407	$ 3,158.95	2.00%	$63.18	MERIT	2-Oct-20
911 Addressing Grant	IT Specialist I.0114.001100.Y	12546	$ 2,691.56	2.00%	$53.85	MERIT	2-Oct-20
911 Communications	TCO Specialist.0174.001100.	13403	$ 50,936.43	1.50%	$764.05	MERIT	2-Oct-20
911 Communications	TCO Specialist.0169.001100.	5565	$ 53,988.88	2.50%	$1,349.72	MERIT	2-Oct-20
911 Communications	Compliance Division Manager.0165.001100.	13180	$ 67,657.46	5.00%	$3,382.87	MERIT	2-Oct-20
911 Communications	TCO Specialist.0139.001100.	13972	$ 50,936.43	1.50%	$764.05	MERIT	2-Oct-20
911 Communications	Logistics Coordinator.0118.001100.	10358	$ 64,305.16	3.00%	$1,929.15	MERIT	2-Oct-20
911 Communications	TCO Specialist.0137.001100.	14061	$ 50,936.43	2.00%	$1,018.73	MERIT	2-Oct-20
911 Communications	TCO Specialist.0133.001100.	13574	$ 50,936.43	2.00%	$1,018.73	MERIT	2-Oct-20
911 Communications	Director of Emergency Comm.0119.001100.	12175	$ 97,343.22	5.00%	$4,867.16	MERIT	2-Oct-20
911 Communications	TCO Specialist.0172.001100.	10377	$ 59,912.21	1.00%	$599.12	MERIT	2-Oct-20
911 Communications	Telecom Supervisor.0159.001100.	11427	$ 63,579.15	2.00%	$1,271.58	MERIT	2-Oct-20
911 Communications	TCO Specialist.0170.001100.	13289	$ 50,936.43	3.00%	$1,528.09	MERIT	2-Oct-20
911 Communications	Deputy Director.0167.001100.	13356	$ 92,427.40	5.00%	$4,621.37	MERIT	2-Oct-20
911 Communications	TCO Specialist.1746.001100.	13898	$ 50,936.43	2.00%	$1,018.73	MERIT	2-Oct-20
911 Communications	Telecom Supervisor.0162.001100.	15328	$ 58,294.18	3.00%	$1,748.83	MERIT	2-Oct-20
911 Communications	Telecom Manager.0116.001100.	12583	$ 68,443.69	2.00%	$1,368.87	MERIT	2-Oct-20
911 Communications	Operations Division Manager.0115.001100.	4012	$ 83,013.32	5.00%	$4,150.67	MERIT	2-Oct-20
All District Courts	Office Admin District Cts.0177.001100.	11194	$ 49,911.18	3.00%	$1,497.34	MERIT	2-Oct-20
Animal Services	Animal Health Technician.0216.001100.	14437	$ 34,254.58	2.50%	$856.36	MERIT	2-Oct-20
Animal Services	Admin Tech.1836.001100.	15157	$ 30,298.47	3.00%	$908.95	MERIT	2-Oct-20
Animal Services	Animal Care Specialist.1765.001100.	15170	$ 26,158.70	3.00%	$784.76	MERIT	2-Oct-20
Animal Services	Admin Tech.1837.001100.	15122	$ 30,004.29	2.00%	$600.09	MERIT	2-Oct-20
Animal Services	PT Animal Care Specialist.9991.001101.	15367	$ 18,412.68	2.00%	$368.25	MERIT	2-Oct-20
Animal Services	Program Coordinator.1884.001100.	13387	$ 43,660.59	2.00%	$873.21	MERIT	2-Oct-20
Animal Services	Animal Care Specialist.0203.001100.	14992	$ 26,920.61	3.00%	$807.62	MERIT	2-Oct-20

Animal Services	Kennel Manager.0211.001100.	12232	$ 48,381.32	2.00%	$967.63	MERIT	2-Oct-20
Animal Services	Animal Care Specialist.0204.001100.	11163	$ 32,115.01	3.00%	$963.45	MERIT	2-Oct-20
Animal Services	Animal Care Specialist.0206.001100.	11209	$ 33,089.18	2.00%	$661.78	MERIT	2-Oct-20
Animal Services	Office Adm Animal Services.0212.001100.	11176	$ 60,291.09	2.00%	$1,205.82	MERIT	2-Oct-20
Animal Services	PT Animal Care Specialist.9929.001101.	14736	$ 18,596.81	2.00%	$371.94	MERIT	2-Oct-20
Animal Services	Animal Health Tech.0217.001100.	14726	$ 34,416.93	3.00%	$1,032.51	MERIT	2-Oct-20
Animal Services	Admin Specialist II.0194.001100.	13456	$ 34,960.16	3.00%	$1,048.80	MERIT	2-Oct-20
Animal Services	Veterinarian.1886.001100.	15360	$ 105,503.06	2.00%	$2,110.06	MERIT	2-Oct-20
Animal Services	Health Tech - Surgery.1752.001100.	15086	$ 33,447.40	3.00%	$1,003.42	MERIT	2-Oct-20
Animal Services	Animal Behaviorist.1827.001100.Y	14784	$ 37,813.09	2.00%	$756.26	MERIT	2-Oct-20
Animal Services	Animal Care Specialist.0207.001100.	13454	$ 29,423.14	2.00%	$588.46	MERIT	2-Oct-20
Animal Services	Community Programs Coord.0210.001100.	15380	$ 41,581.54	2.00%	$831.63	MERIT	2-Oct-20
Animal Services	Animal Care Specialist.1888.001100.N	15091	$ 25,883.52	2.00%	$517.67	MERIT	2-Oct-20
Animal Services	Animal Care Specialist.1889.001100.N	15198	$ 26,153.88	3.00%	$784.62	MERIT	2-Oct-20
Animal Services	Admin Specialist II.0192.001100.	13230	$ 34,913.32	3.00%	$1,047.40	MERIT	2-Oct-20
Animal Services	PT Animal Care Specialist.9990.001101.	15156	$ 18,780.93	2.00%	$375.62	MERIT	2-Oct-20
Animal Services	Animal Care Specialist.0208.001100.	14700	$ 27,324.73	2.50%	$683.12	MERIT	2-Oct-20
Animal Services	Admin Tech.1840.001100.Y	14680	$ 31,515.89	3.00%	$945.48	MERIT	2-Oct-20
Animal Services	Animal Services Dir.0209.001100.	12679	$ 82,000.10	2.00%	$1,640.00	MERIT	2-Oct-20
Animal Services	PT Animal Care Specialist.9992.001101.	14955	$ 19,425.38	2.50%	$485.63	MERIT	2-Oct-20
Benefits	Sr Benefits Specialist.0009.001100.	14701	$ 50,673.60	1.00%	$506.74	MERIT	2-Oct-20
Benefits	HR Analyst.1623.001100.	13314	$ 54,792.92	1.00%	$547.93	MERIT	2-Oct-20
Benefits	Dir Benefits Admin.0008.001100.	12932	$ 89,035.96	1.00%	$890.36	MERIT	2-Oct-20
Budget Office	Assistant Budget Officer.1803.001100.	14427	$ 86,346.26	3.00%	$2,590.37	MERIT	2-Oct-20
Budget Office	Budget Analyst.0221.001100.	15394	$ 64,241.58	3.00%	$1,927.25	MERIT	2-Oct-20
Commissioners Court	Multi-Media Specialist.1947.001100.	14669	$ 55,560.44	2.00%	$1,111.21	MERIT	2-Oct-20
Commissioners Court	Communications Specialist.1677.001100.	15286	$ 53,279.72	2.00%	$1,065.59	MERIT	2-Oct-20
Constables 1	Office Spec Sr Const 1.0263.001100.	13218	$ 43,214.91	3.00%	$1,296.45	MERIT	2-Oct-20
Constables 1	Office Spec Sr Const 1.0273.001100.	13658	$ 35,116.91	3.00%	$1,053.51	MERIT	2-Oct-20
Constables 1	Research Analyst Pct 1.0274.001100.	14107	$ 45,290.07	3.00%	$1,358.70	MERIT	2-Oct-20
Constables 2	Office Spec Sr.0275.001100.	12830	$ 35,698.10	3.00%	$1,070.94	MERIT	2-Oct-20
Constables 2	Office Spec Sr Const 2.0286.001100.	11958	$ 45,041.21	3.00%	$1,351.24	MERIT	2-Oct-20
Constables 2	Research Analyst Pct 2.0287.001100.	10974	$ 46,278.61	3.00%	$1,388.36	MERIT	2-Oct-20
Constables 3	Office Specialist Sr.0288.001100.	13591	$ 41,403.77	3.00%	$1,242.11	MERIT	2-Oct-20

Constables 3	Office Spec Sr Const 3.0300.001100.	12424	$ 44,273.92	3.00%	$1,328.22	MERIT	2-Oct-20
Constables 3	Research Analyst Pct 3.0301.001100.	13093	$ 44,273.92	3.00%	$1,328.22	MERIT	2-Oct-20
Constables 4	Sr Office Specialist.0302.001100.	10871	$ 40,512.43	3.00%	$1,215.37	MERIT	2-Oct-20
Constables 4	Office Spec Sr Const 4.0312.001100.	4440	$ 46,603.23	3.00%	$1,398.10	MERIT	2-Oct-20
Constables 4	Research Analyst Pct 4.0313.001100.	5566	$ 43,838.25	3.00%	$1,315.15	MERIT	2-Oct-20
County Attorney	CA Fam Justice Atty III.0043.001100.	13512	$ 87,283.82	2.00%	$1,745.68	MERIT	2-Oct-20
County Attorney	CA Legal Asst I.0021.001100.	14978	$ 37,344.20	2.00%	$746.88	MERIT	2-Oct-20
County Attorney	CA Criminal Director.0036.001100.	15190	$ 87,256.78	2.00%	$1,745.14	MERIT	2-Oct-20
County Attorney	Chf Victim Advocate Coord.0027.001100.	14589	$ 56,727.58	2.00%	$1,134.55	MERIT	2-Oct-20
County Attorney	CA Victim Advocate.0012.001100.	12975	$ 45,932.85	2.00%	$918.66	MERIT	2-Oct-20
County Attorney	CA Criminal Prosecutor II.0037.001100.	15241	$ 71,742.58	2.00%	$1,434.85	MERIT	2-Oct-20
County Attorney	CA Legal Asst II.0017.001100.	15037	$ 42,644.14	2.00%	$852.88	MERIT	2-Oct-20
County Attorney	CA Victim Advocate.0026.001100.	14720	$ 46,661.99	2.00%	$933.24	MERIT	2-Oct-20
County Attorney	CA Chief Juv Prosecutor.0044.001100.	4843	$ 103,937.08	2.00%	$2,078.74	MERIT	2-Oct-20
County Attorney	CA First Asst.0066.001100.	5585	$ 131,314.82	2.00%	$2,626.30	MERIT	2-Oct-20
County Attorney	CA Evidence Director.1720.001100.	12981	$ 66,104.48	2.00%	$1,322.09	MERIT	2-Oct-20
County Attorney	CA Legal Asst.1718.001100.	10145	$ 41,546.79	2.00%	$830.94	MERIT	2-Oct-20
County Attorney	CA Civil Attorney.0046.001100.	12203	$ 108,873.96	2.00%	$2,177.48	MERIT	2-Oct-20
County Attorney	CA Evidence Tech.0023.001100.	14719	$ 46,349.31	2.00%	$926.99	MERIT	2-Oct-20
County Attorney	CA Criminal Prosecutor II.1191.001100.	15068	$ 71,726.72	2.00%	$1,434.53	MERIT	2-Oct-20
County Attorney	CA Investigator Chief.0050.001100.	10432	$ 99,851.96	2.00%	$1,997.04	MERIT	2-Oct-20
County Attorney	CA Criminal Court Chief.0067.001100.	15331	$ 112,888.88	2.00%	$2,257.78	MERIT	2-Oct-20
County Attorney	CA Legal Assistant.0018.001100.	15038	$ 43,278.96	2.00%	$865.58	MERIT	2-Oct-20
County Attorney	CA Juv Prosecutor.0041.001100.	10637	$ 87,283.82	2.00%	$1,745.68	MERIT	2-Oct-20
County Attorney	CA Victim Advocate.0013.001100.	13241	$ 46,261.01	2.00%	$925.22	MERIT	2-Oct-20
County Attorney	CA Fam Justice Atty III.1908.001100.	15349	$ 79,108.64	2.00%	$1,582.17	MERIT	2-Oct-20
County Attorney	CA Chief Office Admin.0028.001100.	3381	$ 73,154.12	2.00%	$1,463.08	MERIT	2-Oct-20
County Attorney	CA Criminal Director.1802.001100.	13818	$ 86,425.82	2.00%	$1,728.52	MERIT	2-Oct-20
County Attorney	CA Legal Asst II.0019.001100.	1997	$ 51,924.56	2.00%	$1,038.49	MERIT	2-Oct-20
County Attorney	CA Legal Assistant.0031.001100.	15110	$ 42,866.76	2.00%	$857.34	MERIT	2-Oct-20
County Attorney	CA 1st Chair Prosecutor.0040.001100.	15385	$ 83,926.70	2.00%	$1,678.53	MERIT	2-Oct-20
County Attorney	CA Lead Criminal Prosecutor.0035.001100.	14077	$ 77,562.16	2.00%	$1,551.24	MERIT	2-Oct-20
County Attorney	CA Criminal Prosecutor II.0033.001100.	15077	$ 71,671.60	2.00%	$1,433.43	MERIT	2-Oct-20
County Attorney	CA Legal Asst I.0015.001100.	11237	$ 43,055.06	2.00%	$861.10	MERIT	2-Oct-20

County Attorney	CA Legal Asst I.0014.001100.	12871	$ 44,385.10	2.00%	$887.70	MERIT	2-Oct-20
County Attorney	CA Fam Justice Atty III.0042.001100.	15293	$ 87,283.82	2.00%	$1,745.68	MERIT	2-Oct-20
County Attorney	CA Evidence Tech.0024.001100.	13683	$ 48,026.16	2.00%	$960.52	MERIT	2-Oct-20
County Attorney	CA Intake Prosecutor.1633.001100.	15225	$ 67,657.46	2.00%	$1,353.15	MERIT	2-Oct-20
County Attorney	CA Evidence Tech II.0025.001100.Y	14476	$ 51,446.37	2.00%	$1,028.93	MERIT	2-Oct-20
County Attorney	CA Civil Div Office Admin.0029.001100.	2273	$ 73,479.23	2.00%	$1,469.58	MERIT	2-Oct-20
County Attorney	CA Criminal Prosecutor II.0034.001100.	15192	$ 71,713.72	2.00%	$1,434.27	MERIT	2-Oct-20
County Attorney	CA Criminal Director.0032.001100.	14830	$ 86,425.82	2.00%	$1,728.52	MERIT	2-Oct-20
County Attorney	Switchboard Operator.0961.001100.	13437	$ 34,169.51	2.00%	$683.39	MERIT	2-Oct-20
County Attorney	CA Chief Intake Attorney.0039.001100.	14965	$ 81,916.12	2.00%	$1,638.32	MERIT	2-Oct-20
County Attorney	CA Chief Fam Atty.0045.001100.	14715	$ 103,276.42	2.00%	$2,065.53	MERIT	2-Oct-20
County Auditor	Accountant II.0626.001100.	15345	$ 61,271.60	2.00%	$1,225.43	MERIT	2-Oct-20
County Auditor	Payroll / Accounting Clerk.1749.001100.	11632	$ 49,607.48	2.00%	$992.15	MERIT	2-Oct-20
County Auditor	Internal Aud I.0642.001100.	15093	$ 52,000.00	2.00%	$1,040.00	MERIT	2-Oct-20
County Auditor	Accountant II.0625.001100.	12453	$ 70,254.34	2.00%	$1,405.09	MERIT	2-Oct-20
County Auditor	Asst Internal Audit Dir.0646.001100.	12641	$ 75,689.12	2.00%	$1,513.78	MERIT	2-Oct-20
County Auditor	Financial Director.0640.001100.	5081	$ 109,047.38	2.00%	$2,180.95	MERIT	2-Oct-20
County Auditor	PT Payroll/Accounting Clerk.9928.001101.N	14527	$ 28,402.28	2.00%	$568.05	MERIT	2-Oct-20
County Auditor	Accounts Payable Auditor.1750.001100.	13318	$ 46,571.14	2.00%	$931.42	MERIT	2-Oct-20
County Auditor	Contracts Aud.0637.001100.	13243	$ 60,009.04	2.00%	$1,200.18	MERIT	2-Oct-20
County Auditor	Internal Aud II.0644.001100.	12352	$ 68,816.54	2.00%	$1,376.33	MERIT	2-Oct-20
County Auditor	Cost Accountant.0638.001100.	14156	$ 59,379.06	2.00%	$1,187.58	MERIT	2-Oct-20
County Auditor	Accountant II.1761.001100.	13351	$ 59,928.44	2.00%	$1,198.57	MERIT	2-Oct-20
County Auditor	Payroll Specialist.0649.001100.	13455	$ 52,088.63	2.00%	$1,041.77	MERIT	2-Oct-20
County Auditor	First Assistant Auditor.0641.001100.	2645	$ 126,436.18	2.00%	$2,528.72	MERIT	2-Oct-20
County Auditor	AP/Payroll Lead.0633.001100.	11215	$ 73,831.68	2.00%	$1,476.63	MERIT	2-Oct-20
County Auditor	Accountant.0624.001100.	13788	$ 54,509.00	2.00%	$1,090.18	MERIT	2-Oct-20
County Auditor	Accounting Specialist.0627.001100.	15155	$ 39,948.02	2.00%	$798.96	MERIT	2-Oct-20
County Auditor	Accountant.0623.001100.	15010	$ 50,155.30	2.00%	$1,003.11	MERIT	2-Oct-20
County Auditor	Internal Audit Director.0635.001100.	10279	$ 94,196.18	2.00%	$1,883.92	MERIT	2-Oct-20
County Auditor	Asst Financial Dir.0634.001100.	11152	$ 83,386.42	2.00%	$1,667.73	MERIT	2-Oct-20
County Auditor	Payroll Specialist.0648.001100.	12969	$ 57,040.88	2.00%	$1,140.82	MERIT	2-Oct-20
County Auditor	Accts Payable Auditor.0628.001100.	13022	$ 44,329.21	2.00%	$886.58	MERIT	2-Oct-20
County Auditor	Accts Payable Auditor.0630.001100.	14979	$ 41,218.05	2.00%	$824.36	MERIT	2-Oct-20

County Auditor	Internal Aud II.0645.001100.	11950	$ 66,192.10	2.00%	$1,323.84	MERIT	2-Oct-20
County Auditor	Office Specialist.0647.001100.	13026	$ 43,226.83	2.00%	$864.54	MERIT	2-Oct-20
County Auditor	Internal Aud I.0643.001100.	10942	$ 52,000.00	2.00%	$1,040.00	MERIT	2-Oct-20
County Auditor	AP/Payroll Manager.0632.001100.	12684	$ 80,820.48	2.00%	$1,616.41	MERIT	2-Oct-20
County Clerk	Asst Chief Dep Clk.0652.001100.	12509	$ 66,419.08	5.00%	$3,320.95	MERIT	2-Oct-20
County Clerk	Deputy County Clerk II.0656.001100.	14871	$ 35,995.44	2.00%	$719.91	MERIT	2-Oct-20
County Clerk	Deputy County Clerk III.0651.001100.	14641	$ 35,706.51	2.00%	$714.13	MERIT	2-Oct-20
County Clerk	Deputy County Clerk I.0650.001100.	13663	$ 35,485.32	3.00%	$1,064.56	MERIT	2-Oct-20
County Clerk	Ch Dep Co Clk Cr.0653.001100.	14307	$ 77,201.28	4.00%	$3,088.05	MERIT	2-Oct-20
County Clerk	Deputy County Clerk III.0657.001100.	15359	$ 37,344.20	2.00%	$746.88	MERIT	2-Oct-20
County Clerk	Sr Department Coordinator.0659.001100.	13187	$ 51,121.66	2.00%	$1,022.43	MERIT	2-Oct-20
County Clerk Archives	Deputy County Clerk I.0661.001100.	13417	$ 36,201.09	2.00%	$724.02	MERIT	2-Oct-20
County Clerk Archives	Deputy County Clerk II.0663.001100.	14486	$ 36,863.94	2.00%	$737.28	MERIT	2-Oct-20
County Clerk Archives	Deputy County Clerk II.0662.001100.	13176	$ 36,643.65	2.00%	$732.87	MERIT	2-Oct-20
County Clerk Archives	Archives Coordinator.0664.001100.	13813	$ 48,775.11	4.00%	$1,951.00	MERIT	2-Oct-20
County Clerk Judicial	Asst Ch Dep Jud.0665.001100.	4347	$ 68,702.66	4.00%	$2,748.11	MERIT	2-Oct-20
County Clerk Judicial	Deputy County Clerk III.0667.001100.	4248	$ 47,035.06	2.00%	$940.70	MERIT	2-Oct-20
County Clerk Judicial	Deputy County Clerk II.0669.001100.	10144	$ 41,925.58	2.00%	$838.51	MERIT	2-Oct-20
County Clerk Judicial	Deputy County Clerk II.0670.001100.	5822	$ 42,336.69	2.00%	$846.73	MERIT	2-Oct-20
County Clerk Judicial	Dep County Clk.0685.001100.	11529	$ 43,336.47	2.00%	$866.73	MERIT	2-Oct-20
County Clerk Judicial	Deputy County Clerk III.0681.001100.	14782	$ 39,032.34	3.00%	$1,170.97	MERIT	2-Oct-20
County Clerk Judicial	Deputy County Clerk II.0679.001100.	12983	$ 38,729.39	2.00%	$774.59	MERIT	2-Oct-20
County Clerk Judicial	Deputy County Clerk I.0678.001100.	13692	$ 35,470.53	3.00%	$1,064.12	MERIT	2-Oct-20
County Clerk Judicial	Assistant Chief Deputy I.0673.001100.	10529	$ 55,477.80	4.00%	$2,219.11	MERIT	2-Oct-20
County Clerk Judicial	Deputy County Clerk I.0676.001100.	13418	$ 37,251.24	3.00%	$1,117.54	MERIT	2-Oct-20
County Clerk Judicial	Collections Coord.0682.001100.	10402	$ 42,743.67	2.00%	$854.87	MERIT	2-Oct-20
County Clerk Judicial	Assistant Chief Deputy I.1904.001100.	14492	$ 43,673.14	2.00%	$873.46	MERIT	2-Oct-20
County Clerk Judicial	Deputy County Clerk III.0675.001100.	12075	$ 43,825.31	2.00%	$876.51	MERIT	2-Oct-20
County Clerk Judicial	Deputy County Clerk I.0672.001100.	14139	$ 35,202.98	2.00%	$704.06	MERIT	2-Oct-20
County Clerk Judicial	Deputy County Clerk II.0671.001100.	13175	$ 38,376.35	3.00%	$1,151.29	MERIT	2-Oct-20
County Clerk Judicial	Collections Coord.0683.001100.	11304	$ 46,028.51	2.00%	$920.57	MERIT	2-Oct-20
County Clerk Judicial	Deputy County Clerk I.0677.001100.	15021	$ 33,500.00	2.00%	$670.00	MERIT	2-Oct-20
County Clerk Judicial	Deputy County Clerk I.0680.001100.	14257	$ 34,457.55	2.00%	$689.15	MERIT	2-Oct-20
County Clerk Judicial	Asst Ch Dep Jud.0666.001100.	12201	$ 64,794.08	4.00%	$2,591.76	MERIT	2-Oct-20

County Clerk Records	Deputy County Clerk III.0684.001100.	11403	$ 42,515.97	2.00%	$850.32	MERIT	2-Oct-20
County Clerk Records	Deputy County Clerk III.0693.001100.	15197	$ 39,102.79	2.00%	$782.06	MERIT	2-Oct-20
County Clerk Records	Deputy County Clerk II.0690.001100.	11921	$ 39,328.70	4.00%	$1,573.15	MERIT	2-Oct-20
County Clerk Records	Office Administrator.0689.001100.	14525	$ 42,000.00	4.00%	$1,680.00	MERIT	2-Oct-20
County Clerk Records	Deputy County Clerk I.0691.001100.	13436	$ 35,477.37	2.00%	$709.55	MERIT	2-Oct-20
County Clerk Records	Deputy County Clerk II.0686.001100.	13913	$ 38,764.77	2.00%	$775.30	MERIT	2-Oct-20
County Clerk Records	Deputy County Clerk II.0692.001100.	15308	$ 33,500.00	2.00%	$670.00	MERIT	2-Oct-20
County Clerk Records	Deputy County Clerk I.0694.001100.	14308	$ 37,011.27	2.00%	$740.23	MERIT	2-Oct-20
County Clerk Records	Quality Control Spec.0695.001100.	11262	$ 49,513.05	3.90%	$1,931.01	MERIT	2-Oct-20
County Court at Law 2	Office Spec Co Ct 2.0703.001100.	10387	$ 44,762.04	4.00%	$1,790.48	MERIT	2-Oct-20
County Court at Law 2	Court Adm II CCL.0701.001100.Y	13860	$ 61,380.28	5.00%	$3,069.01	MERIT	2-Oct-20
County Court at Law 2	Ct Reptr Co Ct 2.0702.001100.	3763	$ 102,642.90	1.00%	$1,026.43	MERIT	2-Oct-20
County Court at Law 3	Office Spec Co Ct 3.0707.001100.	13219	$ 38,938.54	3.08%	$1,200.00	MERIT	2-Oct-20
County Court at Law 3	Court Adm I CCL.0705.001100.	13204	$ 50,727.82	2.96%	$1,500.00	MERIT	2-Oct-20
County Court at Law 3	Ct Reptr Co Ct 3.0706.001100.	12172	$ 103,814.13	2.89%	$3,000.00	MERIT	2-Oct-20
County Judge	Exec Asst Co Judge.0714.001100.	1306	$ 85,186.14	2.00%	$1,703.72	MERIT	2-Oct-20
County Judge	Information Aide.1901.001100.	14553	$ 28,564.83	2.00%	$571.30	MERIT	2-Oct-20
County Judge	PT Switchboard Operator.9998.001101.	13626	$ 17,724.07	2.00%	$354.48	MERIT	2-Oct-20
County Judge	Customer Service Admin I.0718.001100.	11355	$ 57,364.84	2.00%	$1,147.30	MERIT	2-Oct-20
County Treasurer	Chief Deputy Treasurer.0725.001100.	14591	$ 66,187.68	4.00%	$2,647.51	MERIT	2-Oct-20
County Treasurer	Deputy Treasurer Finance.0723.001100.	13102	$ 44,453.99	4.00%	$1,778.16	MERIT	2-Oct-20
County Treasurer	Deputy Treasurer II.0721.001100.	13373	$ 39,743.83	2.00%	$794.88	MERIT	2-Oct-20
District Clerk	Ct Spec Dist Clk.0742.001100.	12100	$ 40,520.42	2.00%	$810.41	MERIT	2-Oct-20
District Clerk	Ct Spec Dist Clk.0739.001100.	12351	$ 41,305.08	2.00%	$826.10	MERIT	2-Oct-20
District Clerk	Asst Ch Dep D C.0734.001100.	4508	$ 69,932.20	2.00%	$1,398.64	MERIT	2-Oct-20
District Clerk	Dpty District Clerk Coord.0743.001100.	10891	$ 49,382.74	2.00%	$987.65	MERIT	2-Oct-20
District Clerk	Deputy District Clerk.0757.001100.	14305	$ 36,788.52	2.00%	$735.77	MERIT	2-Oct-20
District Clerk	Deputy District Clerk.1192.001100.Y	13824	$ 39,725.92	2.00%	$794.52	MERIT	2-Oct-20
District Clerk	Deputy District Clerk.0754.001100.	13694	$ 37,283.11	2.00%	$745.66	MERIT	2-Oct-20
District Clerk	Ct Spec Dist Clk.0741.001100.	13690	$ 38,209.93	2.00%	$764.20	MERIT	2-Oct-20
District Clerk	Supervisor Clerk AG.0753.001100.	11165	$ 45,387.66	2.00%	$907.75	MERIT	2-Oct-20
District Clerk	Deputy District Clerk.0747.001100.Y	14560	$ 36,223.89	2.00%	$724.48	MERIT	2-Oct-20
District Clerk	Deputy District Clerk.0748.001100.Y	14607	$ 36,899.12	2.00%	$737.98	MERIT	2-Oct-20
District Clerk	Appeals Spec.0733.001100.	10751	$ 48,827.08	2.00%	$976.54	MERIT	2-Oct-20

District Clerk	Deputy District Clerk.0746.001100.Y	13878	$ 41,380.81	2.00%	$827.62	MERIT	2-Oct-20
District Clerk	Ct Spec Dist Clk.0744.001100.	13016	$ 39,147.47	2.00%	$782.95	MERIT	2-Oct-20
District Clerk	Deputy District Clerk.1851.001100.N	12731	$ 33,494.99	2.00%	$669.90	MERIT	2-Oct-20
District Clerk	Asst Ch Dep D C.0735.001100.	10978	$ 67,426.06	2.00%	$1,348.52	MERIT	2-Oct-20
District Clerk	Ch Dep Dist Clk.0736.001100.	3493	$ 81,064.62	2.00%	$1,621.29	MERIT	2-Oct-20
District Clerk	Deputy District Clerk.1852.001100.N	14930	$ 33,495.01	2.00%	$669.90	MERIT	2-Oct-20
District Clerk	Deputy District Clerk.0755.001100.	14462	$ 35,722.13	2.00%	$714.44	MERIT	2-Oct-20
District Clerk	Ct Spec Dist Clk.0737.001100.	11474	$ 44,047.02	2.00%	$880.94	MERIT	2-Oct-20
District Clerk	Deputy District Clerk.0751.001100.	13002	$ 35,722.04	2.00%	$714.44	MERIT	2-Oct-20
District Clerk	Deputy District Clerk.1798.001100.	11476	$ 39,733.26	1.50%	$596.00	MERIT	2-Oct-20
District Clerk	Deputy District Clerk.0756.001100.	14037	$ 37,104.27	1.00%	$371.04	MERIT	2-Oct-20
District Clerk	Deputy District Clerk.0749.001100.Y	14895	$ 36,614.93	2.00%	$732.30	MERIT	2-Oct-20
District Clerk	Deputy District Clerk.1800.001100.	14723	$ 33,326.26	2.00%	$666.53	MERIT	2-Oct-20
District Clerk	Deputy District Clerk.0750.001100.Y	14493	$ 35,125.31	2.00%	$702.51	MERIT	2-Oct-20
District Clerk	Ct Spec Dist Clk.0752.001100.Y	13274	$ 42,077.24	2.00%	$841.54	MERIT	2-Oct-20
District Clerk	Ct Spec Dist Clk.0738.001100.	11497	$ 42,348.84	2.00%	$846.98	MERIT	2-Oct-20
District Clerk	Ct Spec Dist Clk.0740.001100.	11460	$ 40,302.08	2.00%	$806.04	MERIT	2-Oct-20
District Clerk	Ct Spec Sr Dist Clk.0745.001100.	4783	$ 51,924.56	2.00%	$1,038.49	MERIT	2-Oct-20
District Clerk	Deputy District Clerk.0758.001100.	10226	$ 42,131.15	2.00%	$842.62	MERIT	2-Oct-20
DPS Georgetown	Adm Tech DPS.0248.001100	10221	$ 40,561.54	2.00%	$811.23	MERIT	2-Oct-20
Elections	PT Elections Clerk.9955.001101.	14530	$ 25,695.31	2.50%	$642.38	MERIT	2-Oct-20
Elections	Deputy EA.0766.001100.	11546	$ 69,014.40	2.00%	$1,380.29	MERIT	2-Oct-20
Elections	Voting System Analyst.0767.001100.	11959	$ 49,634.71	2.50%	$1,240.87	MERIT	2-Oct-20
Elections	Train Coord Elections.0773.001100.	13713	$ 46,011.68	2.50%	$1,150.29	MERIT	2-Oct-20
Elections	Data Coord Elections.0765.001100.	14374	$ 42,829.59	2.50%	$1,070.74	MERIT	2-Oct-20
Elections	Adm Tech Elec.0763.001100.	13587	$ 38,408.95	2.50%	$960.22	MERIT	2-Oct-20
Elections	Elect Warehouse Super.0769.001100.	14758	$ 50,732.49	2.00%	$1,014.65	MERIT	2-Oct-20
Elections	PT Elections Clerk.9954.001101.	14794	$ 24,638.31	2.00%	$492.77	MERIT	2-Oct-20
Elections	Training Asst.0764.001100.	14954	$ 33,502.66	2.50%	$837.57	MERIT	2-Oct-20
Elections	Elect Recruit Coord.0768.001100.	11556	$ 42,933.01	1.75%	$751.33	MERIT	2-Oct-20
Elections	Voter Reg Supervisor.0774.001100.	10177	$ 55,917.16	2.50%	$1,397.93	MERIT	2-Oct-20
Emergency Management	Deputy Dir Emergency Mgmt.0776.001100.	15283	$ 84,042.40	5.00%	$4,202.12	MERIT	2-Oct-20
Emergency Management	Director Emergency Mgmt.0777.001100.	14250	$ 101,782.46	5.00%	$5,089.12	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.1831.001100.	14544	$ 38,020.96	3.00%	$1,140.63	MERIT	2-Oct-20

Emergency Medical Services	EMS Lieutenant.0784.001100.	12624	$ 54,196.48	3.00%	$1,625.89	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0810.001100.	12448	$ 45,590.15	2.50%	$1,139.75	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0865.001100.	14348	$ 38,021.15	3.00%	$1,140.63	MERIT	2-Oct-20
Emergency Medical Services	Captain, EMS Support.0778.001100.	13413	$ 70,962.06	2.00%	$1,419.24	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0811.001100.	11098	$ 46,381.05	3.00%	$1,391.43	MERIT	2-Oct-20
Emergency Medical Services	EMS Captain.1654.001100.	11102	$ 86,714.68	2.00%	$1,734.29	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.1618.001100.	14684	$ 38,020.96	2.50%	$950.52	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0853.001100.	13065	$ 42,071.95	3.00%	$1,262.16	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0815.001100.	4758	$ 50,142.12	3.00%	$1,504.26	MERIT	2-Oct-20
Emergency Medical Services	EMS Administrative Manager.0902.001100.	5895	$ 84,662.24	2.00%	$1,693.24	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0844.001100.	13649	$ 37,914.95	3.00%	$1,137.45	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0816.001100.	12356	$ 45,590.13	3.00%	$1,367.70	MERIT	2-Oct-20
Emergency Medical Services	EMS Captain.0838.001100.	10316	$ 79,286.48	2.00%	$1,585.73	MERIT	2-Oct-20
Emergency Medical Services	EMS Lieutenant.0801.001100.	12915	$ 47,717.11	3.00%	$1,431.51	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0849.001100.	14349	$ 37,927.97	3.00%	$1,137.84	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0824.001100.	2951	$ 46,841.60	3.00%	$1,405.25	MERIT	2-Oct-20
Emergency Medical Services	EMS Lieutenant.0781.001100.	5234	$ 62,659.44	3.00%	$1,879.78	MERIT	2-Oct-20
Emergency Medical Services	EMS Lieutenant.0786.001100.	12358	$ 50,056.88	3.00%	$1,501.71	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0826.001100.	11249	$ 43,897.78	3.00%	$1,316.93	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0828.001100.	12354	$ 46,028.53	3.00%	$1,380.86	MERIT	2-Oct-20
Emergency Medical Services	EMS Field Commander.0790.001100.	3579	$ 66,053.29	3.00%	$1,981.60	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0823.001100.	13825	$ 39,553.45	3.00%	$1,186.60	MERIT	2-Oct-20
Emergency Medical Services	Sr Medical Officer.0802.001100.	3432	$ 58,213.85	3.00%	$1,746.42	MERIT	2-Oct-20
Emergency Medical Services	Demand Paramedic.0812.001100.	11805	$ 62,365.06	3.00%	$1,870.95	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0876.001100.	13270	$ 40,613.48	3.00%	$1,218.40	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.1926.001100.	15163	$ 35,841.79	3.00%	$1,075.25	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0832.001100.	10909	$ 48,126.29	3.00%	$1,443.79	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0833.001100.	11489	$ 46,969.98	2.80%	$1,315.16	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0814.001100.	14345	$ 38,021.15	3.00%	$1,140.63	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.1832.001100.	14543	$ 38,020.96	3.00%	$1,140.63	MERIT	2-Oct-20
Emergency Medical Services	EMS Clinical Commander.0898.001100.	10533	$ 89,761.36	2.00%	$1,795.23	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0862.001100.	13074	$ 41,913.77	3.00%	$1,257.41	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0836.001100.	10714	$ 47,595.85	3.00%	$1,427.88	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.1927.001100.	15162	$ 35,841.79	3.00%	$1,075.25	MERIT	2-Oct-20

Emergency Medical Services	EMS Paramedic.0870.001100.	14962	$ 37,275.47	3.00%	$1,118.26	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0886.001100.	13650	$ 39,545.75	3.00%	$1,186.37	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.1829.001100.	14549	$ 38,020.96	3.00%	$1,140.63	MERIT	2-Oct-20
Emergency Medical Services	EMS Field Commander.1640.001100.	10831	$ 62,970.92	3.00%	$1,889.13	MERIT	2-Oct-20
Emergency Medical Services	PT EMS Clerk.9949.001101.	14765	$ 14,566.40	2.00%	$291.33	MERIT	2-Oct-20
Emergency Medical Services	Sr Medical Officer.0829.001100.	2580	$ 62,723.27	3.00%	$1,881.70	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0842.001100.	12620	$ 44,207.36	3.00%	$1,326.22	MERIT	2-Oct-20
Emergency Medical Services	Demand Paramedic.0899.001100.	12065	$ 67,026.44	2.80%	$1,876.74	MERIT	2-Oct-20
Emergency Medical Services	EMS Lieutenant.0783.001100.	12623	$ 47,532.53	3.00%	$1,425.98	MERIT	2-Oct-20
Emergency Medical Services	EMS Comdr Logistics.0789.001100.	10531	$ 90,728.30	2.00%	$1,814.57	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0846.001100.	3111	$ 51,924.56	3.00%	$1,557.74	MERIT	2-Oct-20
Emergency Medical Services	Demand Paramedic.0881.001100.	14963	$ 50,791.94	3.00%	$1,523.76	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0817.001100.	15164	$ 35,841.79	3.00%	$1,075.25	MERIT	2-Oct-20
Emergency Medical Services	EMS Captain.1652.001100.	11659	$ 93,482.48	2.00%	$1,869.65	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0825.001100.	4994	$ 48,597.60	3.00%	$1,457.93	MERIT	2-Oct-20
Emergency Medical Services	EMS Compliance Officer.0780.001100.	3677	$ 92,559.74	2.00%	$1,851.19	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0850.001100.	12219	$ 44,472.40	3.00%	$1,334.17	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0859.001100.	12901	$ 42,487.22	3.00%	$1,274.62	MERIT	2-Oct-20
Emergency Medical Services	EMS Field Commander.0794.001100.	4527	$ 62,918.13	2.80%	$1,761.71	MERIT	2-Oct-20
Emergency Medical Services	EMS Clinical Div Commander.0797.001100.	4006	$ 107,706.82	2.00%	$2,154.14	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0856.001100.	13839	$ 39,449.28	3.00%	$1,183.48	MERIT	2-Oct-20
Emergency Medical Services	Director of EMS.0779.001100.	2593	$ 139,482.74	2.00%	$2,789.65	MERIT	2-Oct-20
Emergency Medical Services	Demand Paramedic.0884.001100.	14351	$ 51,763.65	3.00%	$1,552.91	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.1625.001100.	13828	$ 39,553.45	3.00%	$1,186.60	MERIT	2-Oct-20
Emergency Medical Services	EMS Field Commander.0791.001100.	2962	$ 67,770.41	3.00%	$2,033.11	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0852.001100.	10085	$ 50,018.92	3.00%	$1,500.57	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0867.001100.	14352	$ 37,822.20	3.00%	$1,134.67	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.1833.001100.	14540	$ 38,020.96	2.80%	$1,064.59	MERIT	2-Oct-20
Emergency Medical Services	Demand Paramedic.1617.001100.	13275	$ 55,441.86	3.00%	$1,663.26	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0847.001100.	13075	$ 40,983.47	2.80%	$1,147.54	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0818.001100.	10232	$ 41,946.13	3.00%	$1,258.38	MERIT	2-Oct-20
Emergency Medical Services	EMS Warehouse Associate.0901.001100.	15319	$ 37,232.00	2.00%	$744.64	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0854.001100.	12616	$ 44,271.82	3.00%	$1,328.15	MERIT	2-Oct-20
Emergency Medical Services	Demand Paramedic.0889.001100.	13076	$ 57,670.91	3.00%	$1,730.13	MERIT	2-Oct-20

Emergency Medical Services	Demand Paramedic.0855.001100.	11900	$ 60,727.26	2.80%	$1,700.36	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0863.001100.	12917	$ 42,361.38	2.20%	$931.95	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0857.001100.	10833	$ 47,891.52	3.00%	$1,436.75	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0860.001100.	3845	$ 51,924.56	3.00%	$1,557.74	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0843.001100.	13063	$ 42,361.38	2.80%	$1,186.12	MERIT	2-Oct-20
Emergency Medical Services	EMS Lieutenant.0805.001100.	12218	$ 56,364.32	3.00%	$1,690.93	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0787.001100.	13654	$ 39,739.59	3.00%	$1,192.19	MERIT	2-Oct-20
Emergency Medical Services	EMS Lieutenant.0782.001100.	12357	$ 49,181.54	2.80%	$1,377.08	MERIT	2-Oct-20
Emergency Medical Services	EMS Lieutenant.0803.001100.	10315	$ 56,938.21	3.00%	$1,708.15	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0885.001100.	13826	$ 39,553.45	1.90%	$751.52	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0848.001100.	13648	$ 39,545.75	3.00%	$1,186.37	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0868.001100.	11487	$ 46,740.87	3.00%	$1,402.23	MERIT	2-Oct-20
Emergency Medical Services	EMS Outreach Coordinator.0809.001100.	13532	$ 54,552.18	2.00%	$1,091.04	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0893.001100.	14689	$ 38,020.96	3.00%	$1,140.63	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0871.001100.	13835	$ 39,199.16	3.00%	$1,175.97	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0869.001100.	3068	$ 51,924.56	3.00%	$1,557.74	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.1626.001100.	12922	$ 42,079.25	3.00%	$1,262.38	MERIT	2-Oct-20
Emergency Medical Services	EMS Lieutenant.0804.001100.	4756	$ 56,688.38	3.00%	$1,700.65	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0864.001100.	14688	$ 38,020.96	3.00%	$1,140.63	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0813.001100.	13080	$ 40,732.10	3.00%	$1,221.96	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0891.001100.	14158	$ 38,205.88	3.00%	$1,146.18	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0840.001100.	14350	$ 37,368.84	3.00%	$1,121.07	MERIT	2-Oct-20
Emergency Medical Services	Sr Medical Officer.0861.001100.	3863	$ 52,827.63	3.00%	$1,584.83	MERIT	2-Oct-20
Emergency Medical Services	Sr Medical Officer.0841.001100.	4757	$ 54,056.72	3.00%	$1,621.70	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.1931.001100.	15161	$ 35,841.79	3.00%	$1,075.25	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0873.001100.	11802	$ 45,369.11	3.00%	$1,361.07	MERIT	2-Oct-20
Emergency Medical Services	Scheduling Specialist.0897.001100.	11432	$ 54,575.50	2.00%	$1,091.51	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0874.001100.	12625	$ 43,863.39	3.00%	$1,315.90	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0875.001100.	12454	$ 44,788.97	3.00%	$1,343.67	MERIT	2-Oct-20
Emergency Medical Services	Demand Paramedic.0878.001100.	12216	$ 51,765.38	3.00%	$1,552.96	MERIT	2-Oct-20
Emergency Medical Services	EMS Field Commander.0792.001100.	2834	$ 67,700.98	3.00%	$2,031.03	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0877.001100.	2862	$ 51,924.56	2.50%	$1,298.11	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0827.001100.	15169	$ 35,841.79	3.00%	$1,075.25	MERIT	2-Oct-20
Emergency Medical Services	EMS Field Commander.0793.001100.	10770	$ 72,950.36	3.00%	$2,188.51	MERIT	2-Oct-20

Emergency Medical Services	EMS Paramedic.0837.001100.	13647	$ 39,435.47	3.00%	$1,183.06	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0879.001100.	4518	$ 50,282.07	3.00%	$1,508.46	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0880.001100.	3992	$ 51,924.56	3.00%	$1,557.74	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0851.001100.	12064	$ 44,012.80	2.80%	$1,232.36	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0835.001100.	12916	$ 39,905.13	3.00%	$1,197.15	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.1619.001100.	13829	$ 39,553.45	3.00%	$1,186.60	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0882.001100.	12621	$ 43,559.53	3.00%	$1,306.79	MERIT	2-Oct-20
Emergency Medical Services	EMS Field Commander.1653.001100.	4589	$ 65,964.87	3.00%	$1,978.95	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0822.001100.	14686	$ 37,719.91	3.00%	$1,131.60	MERIT	2-Oct-20
Emergency Medical Services	Sr Medical Officer.0872.001100.	12452	$ 48,770.36	3.00%	$1,463.11	MERIT	2-Oct-20
Emergency Medical Services	EMS Lieutenant.0808.001100.	10716	$ 52,387.34	3.00%	$1,571.62	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.1830.001100.	14542	$ 38,020.96	3.00%	$1,140.63	MERIT	2-Oct-20
Emergency Medical Services	Asst Office Administrator.0903.001100.	13147	$ 49,158.95	2.00%	$983.18	MERIT	2-Oct-20
Emergency Medical Services	Sr Medical Officer.0831.001100.	13067	$ 46,327.07	3.00%	$1,389.81	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0890.001100.	14966	$ 37,060.42	3.00%	$1,111.81	MERIT	2-Oct-20
Emergency Medical Services	EMS Lieutenant.0806.001100.	3790	$ 55,549.60	3.00%	$1,666.49	MERIT	2-Oct-20
Emergency Medical Services	EMS Lieutenant.0807.001100.	4590	$ 56,938.21	3.00%	$1,708.15	MERIT	2-Oct-20
Emergency Medical Services	EMS Ops Division Commander.0785.001100.	3649	$ 116,716.86	2.00%	$2,334.34	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0887.001100.	11491	$ 46,969.98	3.00%	$1,409.10	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.1620.001100.	12063	$ 42,803.30	3.00%	$1,284.10	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0839.001100.	14964	$ 37,275.47	3.00%	$1,118.26	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.1929.001100.	15166	$ 35,841.79	3.00%	$1,075.25	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0888.001100.	11906	$ 44,978.44	3.00%	$1,349.35	MERIT	2-Oct-20
Emergency Medical Services	EMS Field Commander.1641.001100.	10086	$ 60,556.97	3.00%	$1,816.71	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0845.001100.	13646	$ 39,545.75	3.00%	$1,186.37	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.1930.001100.	15167	$ 35,841.79	3.00%	$1,075.25	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0866.001100.	14687	$ 38,020.96	3.00%	$1,140.63	MERIT	2-Oct-20
Emergency Medical Services	Demand Paramedic.0900.001100.	12062	$ 66,286.48	3.00%	$1,988.59	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0834.001100.	13827	$ 39,553.45	2.80%	$1,107.50	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.0858.001100.	12920	$ 41,791.17	3.00%	$1,253.74	MERIT	2-Oct-20
Emergency Medical Services	EMS Field Commander.0795.001100.	2079	$ 72,950.36	3.00%	$2,188.51	MERIT	2-Oct-20
Emergency Medical Services	EMS Paramedic.1828.001100.	11100	$ 50,908.42	3.00%	$1,527.25	MERIT	2-Oct-20
Emergency Services Dept.	Office Admin III.1747.001100.	14981	$ 66,968.72	5.00%	$3,348.44	MERIT	2-Oct-20
Emergency Services Dept.	Project Manager.1941.001100.	14146	$ 63,031.80	5.00%	$3,151.59	MERIT	2-Oct-20

Extension Service	Adm Tech.0910.001100.	14368	$ 33,768.68	4.00%	$1,350.75	MERIT	2-Oct-20
Fleet Services	Service Technician IV.0926.001100.Y	3980	$ 58,600.01	2.09%	$1,224.97	MERIT	2-Oct-20
Fleet Services	Service Technician III.0920.001100.	11200	$ 51,276.95	2.10%	$1,075.02	MERIT	2-Oct-20
Fleet Services	Service Technician IV.0923.001100.	12409	$ 44,099.99	2.15%	$950.00	MERIT	2-Oct-20
Fleet Services	Shop Supervisor.0930.001100.	12499	$ 60,625.76	2.47%	$1,500.00	MERIT	2-Oct-20
Fleet Services	Paint & Body Tech I.0927.001100.	10424	$ 46,738.22	2.11%	$985.01	MERIT	2-Oct-20
Fleet Services	Service Trainer.0921.001100.	10168	$ 56,622.61	2.47%	$1,399.99	MERIT	2-Oct-20
Fleet Services	Service Technician III.0931.001100.	13718	$ 46,598.22	2.36%	$1,100.00	MERIT	2-Oct-20
Fleet Services	Service Technician IV.0924.001100.Y	4253	$ 52,229.22	2.11%	$1,100.00	MERIT	2-Oct-20
Fleet Services	Service Technician III.0922.001100.	12391	$ 51,336.52	2.53%	$1,299.99	MERIT	2-Oct-20
Fleet Services	Inventory Manager.0087.001100.	3013	$ 60,806.72	1.97%	$1,200.02	MERIT	2-Oct-20
Fleet Services	Doc Control Spec II.0916.001100.	15275	$ 55,460.31	1.98%	$1,100.00	MERIT	2-Oct-20
Fleet Services	Warehouse Asst I.0917.001100.	13106	$ 40,880.99	2.12%	$865.00	MERIT	2-Oct-20
Fleet Services	Service Technician III.0925.001100.	13576	$ 48,449.00	2.68%	$1,299.98	MERIT	2-Oct-20
Fleet Services	Inventory Coord II.1188.001100.	13593	$ 47,553.19	2.02%	$960.00	MERIT	2-Oct-20
Fleet Services	Dir Fleet Svcs Div I.0918.001100.	14044	$ 73,800.74	2.03%	$1,500.00	MERIT	2-Oct-20
Fleet Services	Inventory Coordinator I.0919.001100.	13807	$ 41,132.62	2.03%	$834.99	MERIT	2-Oct-20
HazMat	Special Operations Captain.1812.001100.	4171	$ 68,107.83	2.00%	$1,362.16	MERIT	2-Oct-20
HazMat	Fire Marshal.0937.001100.	15178	$ 95,523.48	5.00%	$4,776.17	MERIT	2-Oct-20
HazMat	Assistant Fire Marshal.1811.001100.	15420	$ 78,454.48	5.00%	$3,922.72	MERIT	2-Oct-20
HazMat	Assistant Hazmat Chief.0934.001100.	11960	$ 103,807.86	2.00%	$2,076.16	MERIT	2-Oct-20
Human Resources	Compensation Analyst.1795.001100.	12844	$ 57,366.92	1.00%	$573.67	MERIT	2-Oct-20
Human Resources	HR Generalist II.0002.001100.	13392	$ 61,492.86	2.00%	$1,229.86	MERIT	2-Oct-20
Human Resources	HR Generalist.0084.001100.	14940	$ 51,500.02	1.00%	$515.00	MERIT	2-Oct-20
Human Resources	HR Generalist II.0004.001100.	13000	$ 60,199.88	1.00%	$602.00	MERIT	2-Oct-20
Human Resources	Director Org Dev Analytics.0007.001100.	12874	$ 87,286.16	1.00%	$872.86	MERIT	2-Oct-20
Human Resources	HR Generalist II.0003.001100.	12637	$ 61,649.90	1.00%	$616.50	MERIT	2-Oct-20
Human Resources	HR Analyst.0006.001100.	14406	$ 50,000.08	1.00%	$500.00	MERIT	2-Oct-20
Human Resources	HR Generalist.0005.001100.	15031	$ 50,470.16	1.00%	$504.70	MERIT	2-Oct-20
Human Resources	HR Analyst.0010.001100.	15322	$ 50,000.08	1.00%	$500.00	MERIT	2-Oct-20
Human Resources	PT Sr HR Specialist.9922.001101.	15307	$ 28,080.00	1.00%	$280.80	MERIT	2-Oct-20
Information Systems	System Administrator II.1918.001100.	13107	$ 61,795.76	2.00%	$1,235.92	MERIT	2-Oct-20
Information Systems	System Support Spec II.1723.001100.Y	15347	$ 47,263.38	2.15%	$1,016.16	MERIT	2-Oct-20
Information Systems	Systems Engineer.0966.001100.	12415	$ 70,012.80	2.00%	$1,400.26	MERIT	2-Oct-20

Information Systems	Analyst I.1810.001100.Y	14537	$ 55,719.85	2.00%	$1,114.40	MERIT	2-Oct-20
Information Systems	System Administrator II.0950.001100.Y	13805	$ 64,421.76	2.00%	$1,288.44	MERIT	2-Oct-20
Information Systems	Project Manager.0957.001100.	10409	$ 103,280.84	2.00%	$2,065.62	MERIT	2-Oct-20
Information Systems	System Administrator II.1629.001100.Y	15224	$ 64,000.04	2.00%	$1,280.00	MERIT	2-Oct-20
Information Systems	Analyst III.0965.001100.	5075	$ 86,141.12	2.00%	$1,722.82	MERIT	2-Oct-20
Information Systems	System Support Spec III.0947.001100.	14556	$ 52,000.00	2.25%	$1,170.00	MERIT	2-Oct-20
Information Systems	IT Architect.0952.001100.	13068	$ 100,880.00	2.25%	$2,269.80	MERIT	2-Oct-20
Information Systems	System Support Spec II.1834.001100.Y	14337	$ 47,492.79	2.15%	$1,021.09	MERIT	2-Oct-20
Information Systems	Analyst II.0946.001100.Y	11265	$ 68,564.08	2.00%	$1,371.28	MERIT	2-Oct-20
Information Systems	IT Specialist II.1708.001100.	14892	$ 52,498.99	2.00%	$1,049.98	MERIT	2-Oct-20
Information Systems	Analyst I.0949.001100.Y	1826	$ 69,667.26	2.25%	$1,567.51	MERIT	2-Oct-20
Information Systems	System Support Spec II.1913.001100.	15189	$ 46,575.07	2.15%	$1,001.36	MERIT	2-Oct-20
Information Systems	Database Engineer.1757.001100.	12067	$ 82,816.76	2.00%	$1,656.34	MERIT	2-Oct-20
Information Systems	System Support Spec III.0963.001100.Y	11260	$ 69,028.69	2.25%	$1,553.15	MERIT	2-Oct-20
Information Systems	System Support Spec II.1856.001100.N	14865	$ 47,736.02	2.25%	$1,074.06	MERIT	2-Oct-20
Information Systems	Warehouse Coordinator I.1755.001100.	13253	$ 38,740.67	2.75%	$1,065.37	MERIT	2-Oct-20
Information Systems	Warehouse Coordinator II.0726.001100.	11832	$ 49,410.73	3.25%	$1,605.85	MERIT	2-Oct-20
Information Systems	Security Engineer.0968.001100.Y	12980	$ 73,454.94	2.00%	$1,469.10	MERIT	2-Oct-20
Information Systems	Analyst II.0944.001100.	5361	$ 81,335.80	2.00%	$1,626.72	MERIT	2-Oct-20
Information Systems	System Administrator II.0956.001100.Y	11933	$ 41,773.76	2.00%	$835.48	MERIT	2-Oct-20
Information Systems	System Administrator I.1682.001100.Y	2752	$ 60,289.32	2.25%	$1,356.51	MERIT	2-Oct-20
Information Systems	Developer I.1722.001100.Y	13349	$ 63,633.64	2.00%	$1,272.67	MERIT	2-Oct-20
Information Systems	IT Manager.0088.001100.Y	1358	$ 76,042.72	2.00%	$1,520.85	MERIT	2-Oct-20
Information Systems	System Support Spec II.1914.001100.	15244	$ 45,886.76	2.20%	$1,009.51	MERIT	2-Oct-20
Information Systems	System Support Spec II.0964.001100.Y	4201	$ 58,929.75	2.25%	$1,325.92	MERIT	2-Oct-20
Information Systems	IT Office Spec I.0943.001100.	13391	$ 35,984.58	2.80%	$1,007.57	MERIT	2-Oct-20
Information Systems	Analyst II.0948.001100.	4036	$ 77,714.26	2.00%	$1,554.29	MERIT	2-Oct-20
Information Systems	Warehouse Coordinator I.1912.001100.	15317	$ 32,473.21	3.10%	$1,006.67	MERIT	2-Oct-20
Information Systems	IT Manager.0967.001100.Y	10352	$ 79,539.46	2.00%	$1,590.79	MERIT	2-Oct-20
Information Systems	Office Administrator.0958.001100.	14572	$ 43,072.56	2.50%	$1,076.81	MERIT	2-Oct-20
Information Systems	IT Director II.0953.001100.	10605	$ 126,436.18	1.80%	$2,275.85	MERIT	2-Oct-20
Information Systems	IT Manager.1809.001100.Y	12835	$ 78,236.34	2.00%	$1,564.73	MERIT	2-Oct-20
Information Systems	Analyst II.0945.001100.	11552	$ 83,229.90	2.25%	$1,872.67	MERIT	2-Oct-20
Information Systems	System Administrator I.1628.001100.	13339	$ 58,240.00	2.00%	$1,164.80	MERIT	2-Oct-20

Information Systems	System Support Spec II.0090.001100.	15066	$ 45,866.79	2.20%	$1,009.07	MERIT	2-Oct-20
Information Systems	IT Manager.0951.001100.Y	12158	$ 75,676.90	2.00%	$1,513.54	MERIT	2-Oct-20
Information Systems	IT Manager.0960.001100.Y	10471	$ 73,957.87	2.00%	$1,479.16	MERIT	2-Oct-20
Information Systems	IT Manager.1756.001100.	4524	$ 93,017.60	2.25%	$2,092.90	MERIT	2-Oct-20
Information Systems	System Administrator II.1855.001100.N	14864	$ 63,958.70	2.00%	$1,279.17	MERIT	2-Oct-20
Information Systems	System Administrator II.0089.001100.Y	11560	$ 65,566.80	2.00%	$1,311.34	MERIT	2-Oct-20
Information Systems	Network Engineer.0955.001100.Y	13592	$ 88,081.24	2.00%	$1,761.62	MERIT	2-Oct-20
Information Systems	IT Director II.0954.001100.	4732	$ 104,852.57	2.00%	$2,097.05	MERIT	2-Oct-20
Infrastructure Department	Senior Engineer I.1606.001100.	12593	$ 55,365.31	2.35%	$1,299.98	MERIT	2-Oct-20
JJAEP - Tier II	PT Juv Supervision Offcr I.9936.001101.	14124	$ 19,959.45	2.00%	$399.19	MERIT	2-Oct-20
Justice of the Peace 1	Court Clerk I.0975.001100.	15276	$ 33,187.63	1.00%	$331.88	MERIT	2-Oct-20
Justice of the Peace 1	Court Administrator I.0971.001100.	14697	$ 42,787.42	1.00%	$427.87	MERIT	2-Oct-20
Justice of the Peace 1	Court Clerk I.0978.001100.	11447	$ 38,346.55	1.00%	$383.47	MERIT	2-Oct-20
Justice of the Peace 1	PT Court Clerk I.9997.001101.	13564	$ 18,297.32	1.00%	$182.97	MERIT	2-Oct-20
Justice of the Peace 1	Senior Court Clerk.0977.001100.	4098	$ 48,070.65	1.00%	$480.71	MERIT	2-Oct-20
Justice of the Peace 1	Court Clerk I.0976.001100.	15193	$ 33,414.93	1.00%	$334.15	MERIT	2-Oct-20
Justice of the Peace 1	Court Administrator I.0970.001100.	15129	$ 43,411.16	1.00%	$434.11	MERIT	2-Oct-20
Justice of the Peace 1	Court Clerk I.0974.001100.	15078	$ 33,642.25	1.00%	$336.42	MERIT	2-Oct-20
Justice of the Peace 1	Court Clerk I.0973.001100.	15277	$ 33,187.63	1.00%	$331.88	MERIT	2-Oct-20
Justice of the Peace 1	Chief Court Administrator.0972.001100.	15016	$ 58,946.94	1.00%	$589.47	MERIT	2-Oct-20
Justice of the Peace 2	Senior Court Clerk.0984.001100.	14585	$ 39,313.23	2.00%	$786.26	MERIT	2-Oct-20
Justice of the Peace 2	Court Clerk II.0989.001100.	12843	$ 37,460.84	2.00%	$749.22	MERIT	2-Oct-20
Justice of the Peace 2	Court Clerk II.0993.001100.	15320	$ 36,067.20	2.00%	$721.34	MERIT	2-Oct-20
Justice of the Peace 2	Court Administrator I.1907.001100.	12338	$ 53,734.20	2.00%	$1,074.68	MERIT	2-Oct-20
Justice of the Peace 2	Chief Court Administrator.0987.001100.	10649	$ 69,932.44	2.00%	$1,398.65	MERIT	2-Oct-20
Justice of the Peace 2	Court Clerk II.0986.001100.	14939	$ 36,067.20	2.00%	$721.34	MERIT	2-Oct-20
Justice of the Peace 2	Court Administrator II.1715.1100.	10450	$ 52,909.74	2.00%	$1,058.19	MERIT	2-Oct-20
Justice of the Peace 2	Senior Court Clerk.0985.001100.	10466	$ 49,297.25	2.00%	$985.95	MERIT	2-Oct-20
Justice of the Peace 2	Court Clerk II.0990.001100.	14640	$ 36,524.53	2.00%	$730.49	MERIT	2-Oct-20
Justice of the Peace 2	Court Clerk II.0991.001100.	12771	$ 39,904.80	2.00%	$798.10	MERIT	2-Oct-20
Justice of the Peace 2	Court Clerk II.0994.001100.	14746	$ 35,150.27	2.00%	$703.01	MERIT	2-Oct-20
Justice of the Peace 2	Court Clerk II.0992.001100.	14945	$ 36,067.20	2.00%	$721.34	MERIT	2-Oct-20
Justice of the Peace 3	Court Administrator II.0093.001100.	11714	$ 54,293.72	2.50%	$1,357.34	MERIT	2-Oct-20
Justice of the Peace 3	Senior Court Clerk.0096.001100.	11892	$ 46,903.33	2.00%	$938.07	MERIT	2-Oct-20

Justice of the Peace 3	Court Clerk I.0091.001100.	15342	$ 33,447.40	1.00%	$334.47	MERIT	2-Oct-20
Justice of the Peace 3	Court Clerk I.0094.001100.	15171	$ 33,139.39	1.00%	$331.39	MERIT	2-Oct-20
Justice of the Peace 3	Senior Court Clerk.1002.001100.	13220	$ 41,301.56	2.00%	$826.03	MERIT	2-Oct-20
Justice of the Peace 3	Court Administrator I.0092.001100.	11721	$ 46,698.60	2.50%	$1,167.47	MERIT	2-Oct-20
Justice of the Peace 3	Court Clerk II.1000.001100.	14315	$ 38,337.62	2.50%	$958.44	MERIT	2-Oct-20
Justice of the Peace 3	Court Clerk II.1006.001100.	12412	$ 39,625.93	2.00%	$792.52	MERIT	2-Oct-20
Justice of the Peace 3	Court Clerk II.0997.001100.	10877	$ 47,035.87	1.50%	$705.54	MERIT	2-Oct-20
Justice of the Peace 3	Court Clerk II.1716.1100.	12420	$ 37,500.01	1.50%	$562.50	MERIT	2-Oct-20
Justice of the Peace 3	Court Clerk II.1003.001100.	13354	$ 41,620.99	2.00%	$832.42	MERIT	2-Oct-20
Justice of the Peace 3	Senior Court Clerk.0998.001100.	13192	$ 43,439.47	2.00%	$868.79	MERIT	2-Oct-20
Justice of the Peace 3	Court Clerk I.1001.001100.	15101	$ 34,835.42	2.00%	$696.71	MERIT	2-Oct-20
Justice of the Peace 3	Chief Court Administrator.0095.001100.	14867	$ 63,722.36	2.50%	$1,593.06	MERIT	2-Oct-20
Juvenile Grant	Juv Prob Ofcr II Grant.1028.001100.	10209	$ 52,000.00	2.00%	$1,040.00	MERIT	2-Oct-20
Juvenile Grant	Juv Prob Ofcr 2 Grant.1036.001100.	14490	$ 47,842.10	2.00%	$956.84	MERIT	2-Oct-20
Juvenile Grant	Counselor II: Comm Grant.1664.001100.	14482	$ 51,265.50	2.00%	$1,025.31	MERIT	2-Oct-20
Juvenile Grant	Counselor II: Res GRANT.1193.001100.	13534	$ 56,086.94	2.00%	$1,121.74	MERIT	2-Oct-20
Juvenile Grant	Facility Administrator.1039.001100.Y	10660	$ 70,363.80	3.00%	$2,110.91	MERIT	2-Oct-20
Juvenile Grant	Juv Prob Ofcr 1 Grant.1033.001100.	13892	$ 44,362.70	2.00%	$887.25	MERIT	2-Oct-20
Juvenile Grant	Juv Prob Ofcr 2 Grant.1034.001100.	15003	$ 47,287.55	2.00%	$945.75	MERIT	2-Oct-20
Juvenile Grant	Juv Prob Super Grant.1040.001100.	3402	$ 63,685.18	2.00%	$1,273.70	MERIT	2-Oct-20
Juvenile Grant	Facility Adminr GRANT.1021.001100.	12280	$ 69,687.28	2.00%	$1,393.75	MERIT	2-Oct-20
Juvenile Grant	Juv Super Offcr I Grant.1044.001100.	11459	$ 46,765.87	2.00%	$935.32	MERIT	2-Oct-20
Juvenile Grant	Juv Triad Super Grant.1049.001100.	14667	$ 49,525.55	2.00%	$990.51	MERIT	2-Oct-20
Juvenile Grant	Juv Prob Ofcr 1 Grant.1025.001100.	14808	$ 43,671.81	2.00%	$873.44	MERIT	2-Oct-20
Juvenile Grant	Juv Prob Ofcr 2 Grant.1035.001100.	14296	$ 46,922.03	2.00%	$938.44	MERIT	2-Oct-20
Juvenile Grant	Juv Prob Ofcr 2 Grant.1037.001100.	11067	$ 56,769.29	2.00%	$1,135.39	MERIT	2-Oct-20
Juvenile Grant	Juv ISP Grant.1022.001100.	13885	$ 50,821.83	2.00%	$1,016.44	MERIT	2-Oct-20
Juvenile Grant	Juv Prob Ofcr 1 Grant.1030.001100.	2869	$ 54,575.50	2.00%	$1,091.51	MERIT	2-Oct-20
Juvenile Grant	Juv Super Offcr II Grant.1042.001100.	14580	$ 39,917.88	2.00%	$798.36	MERIT	2-Oct-20
Juvenile Grant	Juv Prob Ofcr 2 Grant.1162.001100.	13118	$ 56,809.73	2.00%	$1,136.19	MERIT	2-Oct-20
Juvenile Grant	Juv Super Offcr I Grant.1043.001100.	14859	$ 37,995.32	2.00%	$759.91	MERIT	2-Oct-20
Juvenile Services	Juv Prob Super.1164.001100.	15179	$ 53,279.74	2.00%	$1,065.59	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr I.1740.001100.	14363	$ 37,995.19	2.00%	$759.90	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr I.1067.001100.	10863	$ 45,866.50	2.00%	$917.33	MERIT	2-Oct-20

Juvenile Services	Juv Supervision Offcr II.1091.001100.	11113	$ 47,045.71	2.00%	$940.91	MERIT	2-Oct-20
Juvenile Services	Adm Spec Juv.1050.001100.	4646	$ 42,592.97	2.00%	$851.86	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr I.1068.001100.	14671	$ 39,917.88	2.00%	$798.36	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr I.1109.001100.	5069	$ 46,123.27	2.00%	$922.47	MERIT	2-Oct-20
Juvenile Services	Juv Prob Ofcr 1.1149.001100.	13211	$ 50,841.21	2.00%	$1,016.82	MERIT	2-Oct-20
Juvenile Services	Recr Therapist.1177.001100.	3734	$ 66,557.77	2.00%	$1,331.16	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr I.1066.001100.	14199	$ 38,937.60	2.00%	$778.75	MERIT	2-Oct-20
Juvenile Services	Juv Prob Ofcr 2.1161.001100.	1577	$ 57,364.86	3.00%	$1,720.95	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr I.1114.001100.	14606	$ 38,755.23	2.00%	$775.10	MERIT	2-Oct-20
Juvenile Services	Asst Dir of Operations.1142.001100.	13590	$ 78,137.80	3.00%	$2,344.13	MERIT	2-Oct-20
Juvenile Services	Juv Court Process Officer.1063.001100.	5472	$ 56,187.31	2.00%	$1,123.75	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr I.1083.001100.	13550	$ 40,332.45	2.00%	$806.65	MERIT	2-Oct-20
Juvenile Services	Juv Prob Ofcr 2.1153.001100.	14489	$ 47,306.63	2.00%	$946.13	MERIT	2-Oct-20
Juvenile Services	Nurse.1700.001100.	12776	$ 49,185.91	2.00%	$983.72	MERIT	2-Oct-20
Juvenile Services	Juv Prob Ofcr 1.1158.001100.	14451	$ 43,671.81	2.00%	$873.44	MERIT	2-Oct-20
Juvenile Services	Juv Detn Manager.1104.001100.	13293	$ 69,605.90	2.00%	$1,392.12	MERIT	2-Oct-20
Juvenile Services	Juv Detn Super.1138.001100.	14798	$ 49,253.28	2.00%	$985.07	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr II.1090.001100.	13967	$ 41,945.72	2.00%	$838.91	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr II.1093.001100.	11469	$ 48,447.90	2.00%	$968.96	MERIT	2-Oct-20
Juvenile Services	Office Spec Sr Juv.1176.001100.	13481	$ 46,061.41	2.00%	$921.23	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr I.1127.001100.	13976	$ 40,317.12	2.00%	$806.34	MERIT	2-Oct-20
Juvenile Services	Juv Acad Super.1099.001100.	13426	$ 51,973.19	2.00%	$1,039.46	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr I.1073.001100.	11104	$ 44,758.31	2.00%	$895.17	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr I.1147.001100.	13358	$ 42,365.19	2.00%	$847.30	MERIT	2-Oct-20
Juvenile Services	Adm Spec Juv.1051.001100.	12458	$ 42,592.97	3.00%	$1,277.79	MERIT	2-Oct-20
Juvenile Services	Juv Mgr III Case.1144.001100.	10762	$ 84,870.24	2.00%	$1,697.40	MERIT	2-Oct-20
Juvenile Services	Juv Prob Ofcr 1.1032.001100.	15002	$ 43,671.81	2.00%	$873.44	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr I.1079.001100.	13915	$ 40,317.12	2.00%	$806.34	MERIT	2-Oct-20
Juvenile Services	Admin Tech Juv.1054.001100.	5804	$ 40,461.24	2.00%	$809.22	MERIT	2-Oct-20
Juvenile Services	Juv Prob Ofcr 1.1146.001100.	15052	$ 43,671.81	2.00%	$873.44	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr II.1092.001100.	13804	$ 41,874.02	2.00%	$837.48	MERIT	2-Oct-20
Juvenile Services	Office Specialist Sr.1172.001100.	5323	$ 43,646.60	2.00%	$872.93	MERIT	2-Oct-20
Juvenile Services	Juv Prob Ofcr II.1159.001100.	15227	$ 45,886.76	2.00%	$917.74	MERIT	2-Oct-20
Juvenile Services	Office Specialist Sr.1055.001100.	11218	$ 44,465.37	2.00%	$889.31	MERIT	2-Oct-20

Juvenile Services	Academy Senior Supervisor.1616.001100.	11524	$ 59,514.78	2.00%	$1,190.30	MERIT	2-Oct-20
Juvenile Services	Ct Peace Ofcr.1260.001105.	4726	$ 74,661.69	2.00%	$1,493.23	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr I.1105.001100.	14850	$ 38,375.27	2.00%	$767.51	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr I.1106.001100.	14200	$ 38,755.23	2.00%	$775.10	MERIT	2-Oct-20
Juvenile Services	Juv Counseling Dir.1065.001100.	12200	$ 81,073.72	3.00%	$2,432.21	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr II.1118.001100.	14039	$ 40,711.42	2.00%	$814.23	MERIT	2-Oct-20
Juvenile Services	Juv Prob Super.1165.001100.	11400	$ 63,529.18	3.00%	$1,905.88	MERIT	2-Oct-20
Juvenile Services	Juv Mgr I.1103.001100.	3721	$ 73,479.12	2.00%	$1,469.58	MERIT	2-Oct-20
Juvenile Services	Juv Prob Ofcr 1.1151.001100.	13847	$ 45,587.71	2.00%	$911.75	MERIT	2-Oct-20
Juvenile Services	Juv Detn Super.1137.001100.	12245	$ 50,459.41	2.00%	$1,009.19	MERIT	2-Oct-20
Juvenile Services	Adm Tech Juv.1056.001100.	12841	$ 38,509.33	2.00%	$770.19	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr I.1120.001100.	5580	$ 46,127.72	2.00%	$922.55	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr II.1094.001100.	13525	$ 41,945.72	2.00%	$838.91	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr I.1125.001100.	14127	$ 39,154.11	2.00%	$783.08	MERIT	2-Oct-20
Juvenile Services	Juv Prob Super.1154.001100.Y	12735	$ 56,012.06	2.00%	$1,120.24	MERIT	2-Oct-20
Juvenile Services	Records Mngmt Supervisor.1171.001100.	12734	$ 53,130.74	2.00%	$1,062.61	MERIT	2-Oct-20
Juvenile Services	Office Coordinator II.1174.001100.	11692	$ 48,926.07	2.00%	$978.52	MERIT	2-Oct-20
Juvenile Services	Juv Acad Super.1101.001100.	11912	$ 52,992.28	2.00%	$1,059.85	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr I.1076.001100.	15084	$ 37,995.32	2.00%	$759.91	MERIT	2-Oct-20
Juvenile Services	Academy Senior Supervisor.1081.001100.	10502	$ 66,387.88	3.00%	$1,991.64	MERIT	2-Oct-20
Juvenile Services	PT Juvenile Clerk.9984.001101.	13249	$ 24,612.87	2.00%	$492.26	MERIT	2-Oct-20
Juvenile Services	Juv Prob Ofcr 2.1150.001100.	10512	$ 54,104.50	2.00%	$1,082.09	MERIT	2-Oct-20
Juvenile Services	Adm Tech Juv.1053.001100.	15090	$ 33,502.68	2.00%	$670.05	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr II.1095.001100.	12019	$ 46,765.87	2.00%	$935.32	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr I.1123.001100.	15158	$ 36,899.28	2.00%	$737.99	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr II.1096.001100.	13537	$ 41,945.72	2.00%	$838.91	MERIT	2-Oct-20
Juvenile Services	Director of Operations.1143.001100.	4671	$ 109,047.38	3.00%	$3,271.42	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr I.1128.001100.	13586	$ 36,533.95	2.00%	$730.68	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr I.1115.001100.	14743	$ 37,995.32	2.00%	$759.91	MERIT	2-Oct-20
Juvenile Services	Juv Prob Ofcr 2.1160.001100.	15062	$ 47,306.63	2.00%	$946.13	MERIT	2-Oct-20
Juvenile Services	Adm Tech Juv.1058.001100.	13138	$ 37,887.53	2.00%	$757.75	MERIT	2-Oct-20
Juvenile Services	Juv Prob Ofcr 1.1156.001100.	14716	$ 45,030.56	2.00%	$900.61	MERIT	2-Oct-20
Juvenile Services	Office Spec Sr Juv.1175.001100.	11131	$ 47,035.87	2.00%	$940.72	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr I.1110.001100.	5368	$ 41,111.84	2.00%	$822.24	MERIT	2-Oct-20

Juvenile Services	Department Counselor.1026.001100.	15050	$ 49,731.50	2.00%	$994.63	MERIT	2-Oct-20
Juvenile Services	Office Specialist.1057.001100.	11525	$ 40,461.24	2.00%	$809.22	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr I.1085.001100.	11075	$ 45,635.93	2.00%	$912.72	MERIT	2-Oct-20
Juvenile Services	Asst Juv Dir.1060.001100.	5328	$ 126,436.22	3.00%	$3,793.09	MERIT	2-Oct-20
Juvenile Services	Security Specialist Juv.1178.001100.	13886	$ 49,253.28	2.00%	$985.07	MERIT	2-Oct-20
Juvenile Services	Summons Officer Juv.1179.001100.	15081	$ 43,671.81	2.00%	$873.44	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr I.1124.001100.	15159	$ 36,533.95	2.00%	$730.68	MERIT	2-Oct-20
Juvenile Services	Juv Prob Ofcr 1.1152.001100.	15004	$ 43,671.81	2.00%	$873.44	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr II.1132.001100.	3336	$ 51,924.56	2.00%	$1,038.49	MERIT	2-Oct-20
Juvenile Services	Juv Mgr I Intake.1141.001100.	13100	$ 68,563.04	2.00%	$1,371.24	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr I.1080.001100.	13723	$ 40,332.45	2.00%	$806.65	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr I.1087.001100.	10899	$ 46,765.87	2.00%	$935.32	MERIT	2-Oct-20
Juvenile Services	Juv Supervision Offcr I.1088.001100.	10900	$ 46,765.87	2.00%	$935.32	MERIT	2-Oct-20
Juvenile Services	Office Specialist Sr.1059.001100.	4517	$ 38,856.88	2.00%	$777.14	MERIT	2-Oct-20
Magistrate Office	Associate Judge.1792.001100.Y	14074	$ 103,070.24	3.00%	$3,092.11	MERIT	2-Oct-20
Magistrate Office	Associate Judge.0185.001100.Y	13352	$ 108,114.76	3.00%	$3,243.44	MERIT	2-Oct-20
Magistrate Office	Associate Judge.1668.001100.Y	14269	$ 100,615.84	2.00%	$2,012.32	MERIT	2-Oct-20
Magistrate Office	Associate Judge.0188.001100.Y	14822	$ 99,652.54	3.00%	$2,989.58	MERIT	2-Oct-20
Mobile Outreach	Director of Outreach.1181.001100.	10870	$ 102,170.90	2.00%	$2,043.42	MERIT	2-Oct-20
On-Site Sewage Facilities	Sr Environmental Engineer.1819.001100.	14468	$ 106,079.74	1.79%	$1,899.99	MERIT	2-Oct-20
On-Site Sewage Facilities	Sanitarian I.1822.001100.	13821	$ 51,939.89	2.12%	$1,099.98	MERIT	2-Oct-20
On-Site Sewage Facilities	Inspector.1823.001100.	5132	$ 54,575.41	2.02%	$1,100.02	MERIT	2-Oct-20
On-Site Sewage Facilities	Sanitarian I.1824.001100.	14523	$ 50,739.40	2.17%	$1,099.98	MERIT	2-Oct-20
On-Site Sewage Facilities	Sanitarian I.1878.001100.N	14869	$ 44,284.30	2.48%	$1,100.02	MERIT	2-Oct-20
On-Site Sewage Facilities	Admin Tech III.1820.001100.	14480	$ 44,103.26	2.04%	$900.02	MERIT	2-Oct-20
On-Site Sewage Facilities	Sanitarian III.1825.001100.	4097	$ 66,554.80	1.95%	$1,300.01	MERIT	2-Oct-20
On-Site Sewage Facilities	Admin Tech III.1821.001100.	14045	$ 42,666.81	1.96%	$834.99	MERIT	2-Oct-20
On-Site Sewage Facilities	Sanitarian II.1826.001100.	13632	$ 60,998.23	1.80%	$1,099.98	MERIT	2-Oct-20
Parks	Park Manager.1198.001100.	10357	$ 45,573.32	3.00%	$1,367.20	MERIT	2-Oct-20
Parks	Project Specialist Parks.1209.001100.	5563	$ 54,593.39	2.25%	$1,228.35	MERIT	2-Oct-20
Parks	PT Parks Maintenance Tech.9979.001101.	15336	$ 20,312.76	2.00%	$406.26	MERIT	2-Oct-20
Parks	Asst Operations Manager.1691.001100.	14699	$ 52,693.16	2.00%	$1,053.86	MERIT	2-Oct-20
Parks	General Manager - Expo.1726.001100.	13539	$ 80,576.34	2.25%	$1,812.97	MERIT	2-Oct-20
Parks	Parks Maintenance Tech.1729.001100.	14170	$ 30,312.78	2.50%	$757.82	MERIT	2-Oct-20

Parks	Events Coordinator.1692.001100.	15152	$ 39,554.06	2.00%	$791.08	MERIT	2-Oct-20
Parks	PT Parks Maintenance Tech.9989.001101.	14494	$ 11,656.32	2.00%	$233.13	MERIT	2-Oct-20
Parks	Parks Supt.1208.001100.	12460	$ 58,294.08	2.25%	$1,311.62	MERIT	2-Oct-20
Parks	Parks Maintenance Tech.1204.001100.	13660	$ 31,507.30	2.00%	$630.15	MERIT	2-Oct-20
Parks	Tech 1.1860.001100.N	14840	$ 31,177.81	3.00%	$935.33	MERIT	2-Oct-20
Parks	PT Parks Maintenance Tech.9987.001101.	12797	$ 25,153.44	1.50%	$377.30	MERIT	2-Oct-20
Parks	PT Parks Maintenance Tech.9948.001101.	15335	$ 20,312.76	2.00%	$406.26	MERIT	2-Oct-20
Parks	Tech 1.1694.001100.	14495	$ 30,572.05	2.00%	$611.44	MERIT	2-Oct-20
Parks	Trail / Preserve Steward.1728.001100.	11676	$ 15,809.16	2.00%	$316.18	MERIT	2-Oct-20
Parks	PT Parks Maintenance Tech.9947.001101.	14091	$ 5,828.16	2.00%	$116.56	MERIT	2-Oct-20
Parks	Irrigation Tech.1201.001100.	11827	$ 39,638.71	3.00%	$1,189.16	MERIT	2-Oct-20
Parks	Parks Maintenance Tech.1205.001100.	14650	$ 31,584.26	2.00%	$631.69	MERIT	2-Oct-20
Parks	PT Parks Maintenance Tech.9977.001101.	15181	$ 18,169.01	2.00%	$363.38	MERIT	2-Oct-20
Parks	Office Spec Parks.1202.001100.	12954	$ 30,908.80	2.00%	$618.18	MERIT	2-Oct-20
Parks	Parks Shop & Safety Tech.1200.001100.	14755	$ 37,336.00	3.00%	$1,120.08	MERIT	2-Oct-20
Parks	Parks Asst Dir.1203.001100.	12548	$ 82,378.66	2.25%	$1,853.52	MERIT	2-Oct-20
Records Technology Dist Clerk	PT Archive Clerk.9932.001101.	10140	$ 23,524.80	2.00%	$470.50	MERIT	2-Oct-20
Specialty Courts	Spec Court Prog Coordinator.1902.001100.	15116	$ 10,041.93	5.00%	$502.10	MERIT	2-Oct-20
Tobacco HUG Program	Lead Community Paramedic.1948.001100.	5218	$ 74,364.08	3.00%	$2,230.91	MERIT	2-Oct-20
Tobacco HUG Program	Community Paramedic.1648.001100.	4588	$ 72,769.69	3.00%	$2,183.08	MERIT	2-Oct-20
Tobacco HUG Program	Community Paramedic.1642.001100.	10769	$ 77,197.60	3.00%	$2,315.91	MERIT	2-Oct-20
Truancy Program JP3	Case Manager.1949.001100.	13893	$ 38,829.44	2.00%	$776.59	MERIT	2-Oct-20
Unified Road Systems	Operator V.1584.001100.	4024	$ 51,766.25	2.12%	$1,099.98	MERIT	2-Oct-20
Unified Road Systems	Operator II.1533.001100.	14346	$ 40,640.52	2.34%	$950.01	MERIT	2-Oct-20
Unified Road Systems	Inspector II.1513.001100.	14316	$ 61,292.86	2.45%	$1,500.02	MERIT	2-Oct-20
Unified Road Systems	Operator II.1541.001100.	10193	$ 38,543.21	2.34%	$899.98	MERIT	2-Oct-20
Unified Road Systems	Foreman R&B.1504.001100.	1772	$ 64,065.04	2.34%	$1,500.02	MERIT	2-Oct-20
Unified Road Systems	Operator II.1702.001100.	15353	$ 36,899.99	1.36%	$499.99	MERIT	2-Oct-20
Unified Road Systems	Supervising Engineer.1943.001100.	13767	$ 122,900.70	2.36%	$2,900.09	MERIT	2-Oct-20
Unified Road Systems	Planner II.1898.001100.	14376	$ 67,428.66	2.08%	$1,400.02	MERIT	2-Oct-20
Unified Road Systems	Operator V R&B.1593.001100.	3966	$ 51,688.54	2.52%	$1,300.02	MERIT	2-Oct-20
Unified Road Systems	Operator II.1572.001100.	15139	$ 36,920.00	2.44%	$900.00	MERIT	2-Oct-20
Unified Road Systems	Operator III R&B.1566.001100.	5065	$ 45,460.13	2.09%	$949.98	MERIT	2-Oct-20
Unified Road Systems	Operator V.1567.001100.Y	12231	$ 52,945.11	2.46%	$1,300.01	MERIT	2-Oct-20

Unified Road Systems	Operator II.1540.001100.	12754	$ 38,091.58	2.36%	$899.99	MERIT	2-Oct-20
Unified Road Systems	Operator II.1883.001100.	15149	$ 35,500.00	2.54%	$900.00	MERIT	2-Oct-20
Unified Road Systems	Planner II.1879.001100.N	15236	$ 64,450.10	2.17%	$1,399.99	MERIT	2-Oct-20
Unified Road Systems	Foreman I.1600.001100.	2725	$ 62,101.26	2.42%	$1,499.99	MERIT	2-Oct-20
Unified Road Systems	Operator III.1536.001100.	12809	$ 44,454.88	2.14%	$950.00	MERIT	2-Oct-20
Unified Road Systems	Operator IV R&B.1583.001100.	13554	$ 49,403.66	2.43%	$1,200.01	MERIT	2-Oct-20
Unified Road Systems	Operator III R&B.1544.001100.	12341	$ 43,747.37	2.17%	$950.02	MERIT	2-Oct-20
Unified Road Systems	Operator II.1543.001100.	14178	$ 37,154.44	0.81%	$299.98	MERIT	2-Oct-20
Unified Road Systems	Inspector II.1511.001100.	14172	$ 62,685.65	2.39%	$1,500.00	MERIT	2-Oct-20
Unified Road Systems	Operator III R&B.1545.001100.	11628	$ 43,715.09	2.17%	$950.02	MERIT	2-Oct-20
Unified Road Systems	Foreman R&B.1505.001100.	3281	$ 62,487.10	2.40%	$1,500.00	MERIT	2-Oct-20
Unified Road Systems	Operator II.1528.001100.	14990	$ 38,867.17	2.32%	$900.01	MERIT	2-Oct-20
Unified Road Systems	Sr Office Admin II.1512.001100.	13247	$ 59,342.66	2.36%	$1,400.01	MERIT	2-Oct-20
Unified Road Systems	Operator III R&B.1546.001100.	5304	$ 46,471.13	2.15%	$1,000.01	MERIT	2-Oct-20
Unified Road Systems	Operator III R&B.1558.001100.	14797	$ 42,691.44	2.11%	$900.02	MERIT	2-Oct-20
Unified Road Systems	County Engineer I.1497.001100.	12130	$ 148,283.46	2.02%	$3,000.07	MERIT	2-Oct-20
Unified Road Systems	Operator III.1550.001100.Y	13017	$ 41,544.44	2.17%	$900.02	MERIT	2-Oct-20
Unified Road Systems	Operator IV R&B.1585.001100.	2112	$ 48,689.16	2.46%	$1,199.99	MERIT	2-Oct-20
Unified Road Systems	Planner III.1944.001100.	14841	$ 64,946.44	2.16%	$1,399.99	MERIT	2-Oct-20
Unified Road Systems	Operator II.1881.001100.	14999	$ 36,920.00	2.44%	$900.00	MERIT	2-Oct-20
Unified Road Systems	Admin Tech III.1586.001100.	13568	$ 43,050.01	2.09%	$900.00	MERIT	2-Oct-20
Unified Road Systems	Operator IV.1569.001100.	11380	$ 48,861.03	2.46%	$1,199.98	MERIT	2-Oct-20
Unified Road Systems	Foreman R&B.1503.001100.	11120	$ 62,402.34	2.40%	$1,500.03	MERIT	2-Oct-20
Unified Road Systems	Operator V R&B.1587.001100.	3328	$ 53,002.08	2.45%	$1,299.98	MERIT	2-Oct-20
Unified Road Systems	Operator III R&B.1547.001100.	5063	$ 46,205.76	2.11%	$974.99	MERIT	2-Oct-20
Unified Road Systems	Operator III.1537.001100.Y	12724	$ 41,008.57	2.32%	$950.00	MERIT	2-Oct-20
Unified Road Systems	Operator II.1588.001100.	14426	$ 39,520.71	2.28%	$900.01	MERIT	2-Oct-20
Unified Road Systems	Operator II.1525.001100.	5087	$ 40,255.18	2.24%	$899.99	MERIT	2-Oct-20
Unified Road Systems	Operator II.1517.001100.	15230	$ 35,500.00	2.54%	$900.00	MERIT	2-Oct-20
Unified Road Systems	Operator IV.1527.001100.Y	11542	$ 48,865.94	2.46%	$1,200.00	MERIT	2-Oct-20
Unified Road Systems	Operator II.1882.001100.	15306	$ 36,899.99	1.36%	$499.99	MERIT	2-Oct-20
Unified Road Systems	Operator II.1520.001100.	13410	$ 41,602.27	2.88%	$1,200.02	MERIT	2-Oct-20
Unified Road Systems	Operator IV R&B.1589.001100.	3227	$ 49,706.38	2.01%	$999.99	MERIT	2-Oct-20
Unified Road Systems	Operator III R&B.1571.001100.	10491	$ 44,874.59	2.23%	$999.99	MERIT	2-Oct-20

Unified Road Systems	Asst Director R&B.1495.001100.	4100	$ 93,964.52	2.66%	$2,500.02	MERIT	2-Oct-20
Unified Road Systems	Operator III R&B.1568.001100.	1291	$ 41,600.92	2.88%	$1,200.02	MERIT	2-Oct-20
Unified Road Systems	Inspector II Co Engineer.1622.001100.	13389	$ 63,149.22	2.38%	$1,499.98	MERIT	2-Oct-20
Unified Road Systems	Operator III R&B.1579.001100.	3968	$ 45,751.20	2.13%	$975.00	MERIT	2-Oct-20
Unified Road Systems	Operator V.1551.001100.Y	11393	$ 48,451.12	2.48%	$1,199.99	MERIT	2-Oct-20
Unified Road Systems	Foreman R&B.1506.001100.	4802	$ 63,442.34	2.36%	$1,500.03	MERIT	2-Oct-20
Unified Road Systems	Operator III R&B.1574.001100.	4472	$ 45,674.43	2.13%	$975.01	MERIT	2-Oct-20
Unified Road Systems	Operator III R&B.1575.001100.	4031	$ 45,892.97	2.12%	$975.00	MERIT	2-Oct-20
Unified Road Systems	Operator V R&B.1601.001100.	4966	$ 50,061.84	2.60%	$1,300.01	MERIT	2-Oct-20
Unified Road Systems	Supervising Engineer.1604.001100.	12382	$ 124,971.34	2.08%	$2,600.03	MERIT	2-Oct-20
Unified Road Systems	Planner III.1502.001100.	14870	$ 64,946.44	2.16%	$1,399.99	MERIT	2-Oct-20
Unified Road Systems	Operator IV R&B.1565.001100.	5607	$ 43,615.58	2.75%	$1,200.00	MERIT	2-Oct-20
Unified Road Systems	Operator V R&B.1597.001100.	1456	$ 57,613.11	2.26%	$1,299.98	MERIT	2-Oct-20
Unified Road Systems	Operator II.1557.001100.	15295	$ 36,899.99	1.36%	$499.99	MERIT	2-Oct-20
Unified Road Systems	Admin Tech III.1500.001100.	13496	$ 44,103.32	2.04%	$900.02	MERIT	2-Oct-20
Unified Road Systems	Operator III R&B.1577.001100.	10998	$ 44,495.84	2.14%	$949.99	MERIT	2-Oct-20
Unified Road Systems	Operator III R&B.1578.001100.	3022	$ 44,495.84	2.14%	$949.99	MERIT	2-Oct-20
Unified Road Systems	Supervising Inspector II.1611.001100.	13399	$ 100,434.62	2.39%	$2,399.99	MERIT	2-Oct-20
Unified Road Systems	Operator II.1529.001100.	15072	$ 36,920.00	2.57%	$949.99	MERIT	2-Oct-20
Unified Road Systems	Operator II.1524.001100.	14511	$ 40,133.45	2.24%	$899.99	MERIT	2-Oct-20
Unified Road Systems	Operator II.1532.001100.	15206	$ 35,500.00	2.54%	$900.00	MERIT	2-Oct-20
Unified Road Systems	Operator III.1656.001100.Y	13337	$ 42,560.00	2.82%	$1,199.98	MERIT	2-Oct-20
Unified Road Systems	Senior Engineer I.1658.001100.	13001	$ 108,693.00	2.21%	$2,400.05	MERIT	2-Oct-20
Unified Road Systems	Planner I.1751.001100.	13134	$ 61,624.16	2.43%	$1,499.99	MERIT	2-Oct-20
Unified Road Systems	Operator II.1673.001100.Y	13911	$ 38,440.54	2.34%	$900.01	MERIT	2-Oct-20
Unified Road Systems	Operator II.1531.001100.	11322	$ 41,891.70	2.27%	$950.02	MERIT	2-Oct-20
Unified Road Systems	Operator III R&B.1553.001100.	11475	$ 45,575.13	2.63%	$1,199.99	MERIT	2-Oct-20
Unified Road Systems	Operator II.1554.001100.	11187	$ 41,779.19	2.27%	$950.02	MERIT	2-Oct-20
Unified Road Systems	Operator II.1671.001100.	13802	$ 44,790.62	2.12%	$950.01	MERIT	2-Oct-20
Unified Road Systems	Operator II.1564.001100.	15035	$ 36,919.98	1.35%	$500.01	MERIT	2-Oct-20
Unified Road Systems	Inspector I.1573.001100.	15352	$ 47,818.72	2.72%	$1,300.00	MERIT	2-Oct-20
Unified Road Systems	Sr Foreman R&B.1607.001100.	1640	$ 72,802.08	2.06%	$1,500.01	MERIT	2-Oct-20
Unified Road Systems	Operator II.1570.001100.	15246	$ 35,500.00	2.54%	$900.00	MERIT	2-Oct-20
Unified Road Systems	Operator II.1516.001100.	14601	$ 39,523.81	2.28%	$900.00	MERIT	2-Oct-20

Unified Road Systems	Operator III R&B.1523.001100.	13725	$ 42,295.36	2.25%	$950.00	MERIT	2-Oct-20
Unified Road Systems	Operator II.1657.001100.	14913	$ 36,920.00	2.44%	$900.00	MERIT	2-Oct-20
Unified Road Systems	PT Technical Trainer.9996.001101.	2758	$ 35,682.82	2.80%	$999.98	MERIT	2-Oct-20
Unified Road Systems	Operator II.1515.001100.	14103	$ 42,422.29	2.24%	$950.00	MERIT	2-Oct-20
Unified Road Systems	Operator II.1530.001100.	14649	$ 40,811.33	2.33%	$950.01	MERIT	2-Oct-20
Unified Road Systems	Operator II.1561.001100.	13785	$ 40,694.01	2.33%	$950.00	MERIT	2-Oct-20
Unified Road Systems	Operator II.1535.001100.Y	14324	$ 38,440.54	2.34%	$900.01	MERIT	2-Oct-20
Unified Road Systems	Operator II.1548.001100.	14557	$ 40,037.23	2.25%	$900.00	MERIT	2-Oct-20
Unified Road Systems	Operator IV R&B.1581.001100.	3033	$ 48,100.87	2.18%	$1,049.99	MERIT	2-Oct-20
Unified Road Systems	Planner I.1599.001100.	15233	$ 61,271.60	2.28%	$1,399.99	MERIT	2-Oct-20
Unified Road Systems	Doc Control Spec II.1518.001100.	13133	$ 64,877.05	2.00%	$1,300.01	MERIT	2-Oct-20
Unified Road Systems	Foreman I.1499.001100.	12709	$ 59,229.30	2.53%	$1,499.98	MERIT	2-Oct-20
Unified Road Systems	Operator IV.1576.001100.Y	11458	$ 46,252.98	2.59%	$1,199.99	MERIT	2-Oct-20
Unified Road Systems	Operator II.1602.001100.	13495	$ 39,523.99	2.28%	$900.00	MERIT	2-Oct-20
Unified Road Systems	Operator III.1559.001100.Y	4399	$ 42,511.44	2.23%	$950.00	MERIT	2-Oct-20
Unified Road Systems	Operator II.1510.001100.	15124	$ 36,920.00	2.44%	$900.00	MERIT	2-Oct-20
Unified Road Systems	Operator III R&B.1549.001100.	13461	$ 46,903.88	2.56%	$1,199.99	MERIT	2-Oct-20
Unified Road Systems	Operator III R&B.1582.001100.	10651	$ 46,370.17	2.05%	$949.99	MERIT	2-Oct-20
Unified Road Systems	Operator II.1880.001100.	14938	$ 36,920.00	2.44%	$900.00	MERIT	2-Oct-20
Unified Road Systems	Foreman R&B.1509.001100.	5839	$ 63,614.72	2.36%	$1,500.04	MERIT	2-Oct-20
Unified Road Systems	Operator III.1534.001100.Y	14418	$ 42,527.35	2.12%	$900.01	MERIT	2-Oct-20
Unified Road Systems	Operator III.1552.001100.Y	13329	$ 41,538.83	2.17%	$899.98	MERIT	2-Oct-20
Unified Road Systems	Operator II.1592.001100.	14925	$ 36,920.00	2.84%	$1,050.00	MERIT	2-Oct-20
Unified Road Systems	Operator II.1560.001100.	11130	$ 41,702.40	2.28%	$949.98	MERIT	2-Oct-20
Unified Road Systems	Operator II.1538.001100.	12009	$ 40,638.27	2.34%	$950.00	MERIT	2-Oct-20
Unified Road Systems	Operator V R&B.1595.001100.	11072	$ 50,285.41	2.09%	$1,050.01	MERIT	2-Oct-20
Unified Road Systems	Senior Engineer I.1609.001100.	14617	$ 105,957.02	2.36%	$2,499.95	MERIT	2-Oct-20
Unified Road Systems	Engineer III.1501.001100.	14914	$ 96,300.10	2.49%	$2,399.99	MERIT	2-Oct-20
Unified Road Systems	Engineer II.1508.001100.	14130	$ 102,442.60	2.34%	$2,400.03	MERIT	2-Oct-20
Unified Road Systems	Operator II.1669.001100.	15125	$ 36,920.00	2.44%	$900.00	MERIT	2-Oct-20
Unified Road Systems	Senior Engineer I.1498.001100.	14072	$ 108,797.78	2.30%	$2,500.06	MERIT	2-Oct-20
Unified Road Systems	Foreman R&B.1496.001100.Y	11669	$ 59,227.48	2.53%	$1,500.00	MERIT	2-Oct-20
Unified Road Systems	Operator II.1610.001100.	15234	$ 35,500.00	2.54%	$900.00	MERIT	2-Oct-20
Unified Road Systems	Operator II.1675.001100.	15109	$ 36,920.00	2.44%	$900.00	MERIT	2-Oct-20

Unified Road Systems	Operator IV R&B.1594.001100.	5884	$ 50,336.42	2.09%	$1,050.02	MERIT	2-Oct-20
Unified Road Systems	Senior Engineer I.1606.001100.	12593	$ 55,365.31	2.35%	$1,299.98	MERIT	2-Oct-20
WC Radio Communication System	Office Admin RCS.1638.001100.	5097	$ 49,491.81	5.00%	$2,474.59	MERIT	2-Oct-20
WC Radio Communication System	Wireless Tech.1946.001100.	15315	$ 56,000.01	4.00%	$2,240.00	MERIT	2-Oct-20
Wilco Pretrial Services	Admin Specialist.0183.001100.	13710	$ 40,161.78	2.00%	$803.24	MERIT	2-Oct-20
Wilco Pretrial Services	Admin Specialist.1706.001100.	14626	$ 38,617.05	2.00%	$772.34	MERIT	2-Oct-20
Wilco Pretrial Services	Dir of Pre-Trial Court Svc.1942.001100.	15260	$ 96,090.02	2.00%	$1,921.80	MERIT	2-Oct-20
Wilco Pretrial Services	Chief Office Administrator.1713.001100.	15242	$ 63,000.08	2.50%	$1,575.00	MERIT	2-Oct-20
Wilco Pretrial Services	Admin Specialist.0181.001100.	15115	$ 36,969.09	2.00%	$739.38	MERIT	2-Oct-20
Wilco Pretrial Services	Indigent Defense Spec.0182.001100.	13851	$ 41,316.14	2.00%	$826.32	MERIT	2-Oct-20
Wilco Pretrial Services	Court Svc Specialist Lead.1211.001100.	14366	$ 41,320.28	2.50%	$1,033.01	MERIT	2-Oct-20
Wilco Pretrial Services	Office Specialist.0189.001100.	10094	$ 47,035.87	2.50%	$1,175.90	MERIT	2-Oct-20
Wireless Communication	Wireless Tech.0906.001100.	14946	$ 61,125.75	5.00%	$3,056.29	MERIT	2-Oct-20
Wireless Communication	Wireless Tech.1748.001100.	15294	$ 57,500.00	4.00%	$2,300.00	MERIT	2-Oct-20
Wireless Communication	Wireless Tech.0905.001100.	12337	$ 68,695.37	5.00%	$3,434.77	MERIT	2-Oct-20
Wireless Communication	Wireless Tech.1877.001100.	15323	$ 55,975.69	2.00%	$1,119.51	MERIT	2-Oct-20
Wmsn Co Conservation Fund	Environmental Prgm Coord.0262.001100.	11124	$ 70,089.24	2.25%	$1,577.01	MERIT	2-Oct-20
Wmsn Co Conservation Fund	Trail / Preserve Steward.1728.001100.	11676	$ 23,713.73	5.00%	$1,185.69	MERIT	2-Oct-20

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0100	0436	001100	2,097.97	
01	0100	0436	001130		2,097.97
01	0100	0437	001100	2,315.92	
01	0100	0437	001130		2,315.92
01	0100	0438	001100	2,097.97	
01	0100	0438	001130		2,097.97
01	0100	0439	001100	2,315.92	
01	0100	0439	001130		2,315.92
01	0100	0441	001100	2,097.97	
01	0100	0441	001130		2,097.97
01	0100	0581	001100	31,401.72	
01	0100	0581	002010	2,402.23	
01	0100	0581	002020	4,572.09	
01	0100	8004	001130		31,401.72
01	0100	8004	002010		2,402.23
01	0100	8004	002020		4,572.09
01	0100	0435	001100	1,497.34	
01	0100	0435	001130		1,497.34
01	0545	0545	001100	23,220.54	
01	0545	0545	001130		23,220.54
01	0885	0886	001100	1,945.03	
01	0885	0886	001130		1,945.03
01	0100	0491	001100	4,517.62	
01	0100	0491	001130		4,517.62
01	0100	0401	001100	2,176.80	
01	0100	0401	002010	166.53	
01	0100	0401	002020	316.94	
01	0100	8001	001130		2,176.80
01	0100	8001	002010		166.53
01	0100	8001	002020		316.94
01	0100	0551	001100	3,708.66	
01	0100	0551	001130		3,708.66
01	0100	0552	001100	3,810.54	
01	0100	0552	001130		3,810.54
01	0100	0553	001100	3,898.55	
01	0100	0553	001130		3,898.55
01	0100	0554	001100	3,928.62	
01	0100	0554	001130		3,928.62
01	0100	0475	001100	55,889.74	
01	0100	0475	001130		55,889.74
01	0100	0495	001100	34,007.10	
01	0100	0495	001130		34,007.10
01	0100	0403	001100	10,676.91	
01	0100	0403	002010	816.78	
01	0100	0403	002020	1,554.56	

01	0100	8002	001130		10,676.91
01	0100	8002	002010		816.78
01	0100	8002	002020		1,554.56
01	0384	0384	001100	4,145.17	
01	0384	0384	001130		4,145.17
01	0100	0404	001100	21,918.78	
01	0100	0404	002010	1,676.79	
01	0100	0404	002020	3,191.37	
01	0100	8002	001130		21,918.78
01	0100	8002	002010		1,676.79
01	0100	8002	002020		3,191.37
01	0385	0385	001100	9,711.62	
01	0385	0385	001130		9,711.62
01	0100	0427	001100	5,885.92	
01	0100	0427	001130		5,885.92
01	0100	0428	001100	5,700.00	
01	0100	0428	001130		5,700.00
01	0100	0400	001100	3,422.32	
01	0100	0400	001101	354.48	
01	0100	0400	002010	288.93	
01	0100	0400	002020	549.90	
01	0100	8001	001130		3,776.80
01	0100	8001	002010		288.93
01	0100	8001	002020		549.90
01	0100	0497	001100	5,220.55	
01	0100	0497	001130		5,220.55
01	0100	0450	001100	26,083.75	
01	0100	0450	001130		26,083.75
01	0100	0562	001100	811.23	
01	0100	0562	002010	62.06	
01	0100	0562	002020	118.12	
01	0100	8001	001130		811.23
01	0100	8001	002010		62.06
01	0100	8001	002020		118.12
01	0382	0382	001100	502.10	
01	0382	0382	001130		502.10
01	0100	0492	001100	9,803.89	
01	0100	0492	001101	1,135.15	
01	0100	0492	001130		10,939.04
01	0100	0541	001100	9,291.24	
01	0100	0541	002010	710.78	
01	0100	0541	002020	1,352.81	
01	0100	8004	001130		9,291.24
01	0100	8004	002010		710.78
01	0100	8004	002020		1,352.81
01	0100	0540	001100	190,051.33	
01	0100	0540	001101	291.33	

01	0100	0540	002010	14,561.21	
01	0100	0540	002020	27,713.89	
01	0100	8004	001130		190,342.66
01	0100	8004	002010		14,561.21
01	0100	8004	002020		27,713.89
01	0100	0665	001100	1,350.75	
01	0100	0665	002010	103.33	
01	0100	0665	002020	196.67	
01	0100	8001	001130		1,350.75
01	0100	8001	002010		103.33
01	0100	8001	002020		196.67
01	0100	0583	001100	6,500.03	
01	0100	0583	002010	497.25	
01	0100	0583	002020	946.40	
01	0100	8004	001130		6,500.03
01	0100	8004	002010		497.25
01	0100	8004	002020		946.40
01	0882	0882	001100	18,394.97	
01	0882	0882	001130		18,394.97
01	0100	0542	001100	12,137.21	
01	0100	0542	002010	928.50	
01	0100	0542	002020	1,767.18	
01	0100	8004	001130		12,137.21
01	0100	8004	002010		928.50
01	0100	8004	002020		1,767.18
01	0100	0402	001100	5,914.59	
01	0100	0402	001101	280.80	
01	0100	0402	001130		6,195.39
01	0100	0503	001100	117.03	
01	0100	0503	001130		117.03
01	0100	0215	001100	1,299.98	
01	0100	0215	002010	99.45	
01	0100	0215	002020	189.28	
01	0100	8006	001130		1,299.98
01	0100	8006	002010		99.45
01	0100	8006	002020		189.28
01	0100	0571	001101	399.19	
01	0100	0571	001130		399.19
01	0367	0367	001100	776.59	
01	0367	0367	001130		776.59
01	0100	0451	001100	3,649.96	
01	0100	0451	001101	182.97	
01	0100	0451	001130		3,832.93
01	0100	0452	001100	10,448.57	
01	0100	0452	001130		10,448.57
01	0100	0453	001100	11,964.75	
01	0100	0453	001130		11,964.75

01	0100	0576	001100	110,716.44	
01	0100	0576	001130		110,716.44
01	0100	0477	001100	11,337.45	
01	0100	0477	001130		11,337.45
01	0100	0341	001100	2,043.42	
01	0100	0341	002010	156.32	
01	0100	0341	002020	297.52	
01	0100	8004	001130		2,043.42
01	0100	8004	002010		156.32
01	0100	8004	002020		297.52
01	0100	0661	001100	10,434.99	
01	0100	0661	002010	798.28	
01	0100	0661	002020	1,519.34	
01	0100	8006	001130		10,434.99
01	0100	8006	002010		798.28
01	0100	8006	002020		1,519.34
01	0508	0508	001100	2,762.70	
01	0508	0508	001130		2,762.70
01	0100	0510	001100	16,228.63	
01	0100	0510	001101	1,902.89	
01	0100	0510	001130		18,131.52
01	0507	0507	001100	4,714.59	
01	0507	0507	001130		4,714.59
01	0387	0387	001101	470.50	
01	0387	0387	001130		470.50
01	0340	0540	001100	6,729.90	
01	0340	0540	001130		6,729.90
01	0200	0210	001100	138,900.31	
01	0200	0210	001130		138,900.31
01	0100	0591	001100	8,846.99	
01	0100	0591	001130		8,846.99
01	0100	0587	001100	9,910.57	
01	0100	0587	002010	758.16	
01	0100	0587	002020	1,442.98	
01	0100	8004	001130		9,910.57
01	0100	8004	002010		758.16
01	0100	8004	002020		1,442.98
01	0100	0503	001100	63604.2	
01	0100	0503	001130		63604.2

Commissioners Court - Regular Session **10.**

Meeting Date: 09/29/2020

Justice of the Peace Pct. 2

Submitted By: Melissa East, J.P. Pct. #2

Department: J.P. Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action on accepting a donation to Williamson County Justice Court Precinct 2 Mentor Program from Kari Baumgart in the amount of $200.00.

Background

Kari Baumgart has donated $200.00 to the Williamson County Justice Court Precinct 2 Mentor Program for the annual Mentoring Banquet.

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	09/15/2020 03:41 PM
Form Started By: Melissa East		Started On: 09/15/2020 03:34 PM
Final Approval Date: 09/15/2020		

Commissioners Court - Regular Session **11.**

Meeting Date: 09/29/2020

WCCF Donation

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to accept a donation of $125 for Williamson County Conservation Foundation.

Background

"Friends of Williamson County" and Linda Scarborough donated $125 to Williamson County Conservation Foundation (WCCF). The donation is a general donation to WCCF.

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	09/23/2020 05:55 PM
Form Started By: Melanie Denny		Started On: 09/23/2020 10:35 AM
Final Approval Date: 09/23/2020		

Commissioners Court - Regular Session **12.**

Meeting Date: 09/29/2020

VISA gift card donation for Sheriff's Office

Submitted For: Robert Chody **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting a VISA gift card donation in the amount of $100.00 to the Williamson County Sheriff's Office pursuant to Tex. Loc. Gov't Code 81.032.

Background

The Brushy Creek Neighborhood Association wanted to show their support for the WCSO deputies by donating the $100.00 VISA gift card.

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	09/24/2020 09:03 AM
Form Started By: Starla Hall		Started On: 09/23/2020 02:10 PM
Final Approval Date: 09/24/2020		

Commissioners Court - Regular Session **13.**

Meeting Date: 09/29/2020

1904-308 extension of Worker's Compensation, Property & Casualty Insurance

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on extending Worker's Compensation, Property & Casualty Insurance RFP Contract #1904-308, through Lee Insurance Agency for a total amount of $2,568,734, including the Law Enforcement Liability Umbrella Option, for the term October 1, 2020 through October 1, 2021.

Background

The premium increase for the renewal term is $747,215. The premium reflects an increase in property value, employee salary, and experience rating. The funding sources are complex as each department/office must pay its portion. Funding is provided annually in the General Fund departmental budgets 02050, 04419, 04414, 04413, and 04412. The extension is handled by the Human Resources Department contacts Heather Kirkwood and Rebecca Clemons.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

QBE Specialty Quote

Proposal 9-8-20

Williamson County - 2020 Insurance Renewal Comparison

Williamson County 107151511 Quote Letter

Williamson County 107151511 Specimen Endorsements

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/24/2020 08:59 AM
County Judge Exec Asst.	Andrea Schiele	09/24/2020 10:23 AM
Form Started By: Dianne West		Started On: 09/23/2020 08:46 AM
Final Approval Date: 09/24/2020		

LAW ENFORCEMENT LIABILITY QUOTATION

APPLICANT: Williamson County
100 Wilco Way, Suite HR101
Georgetown, TX 78626

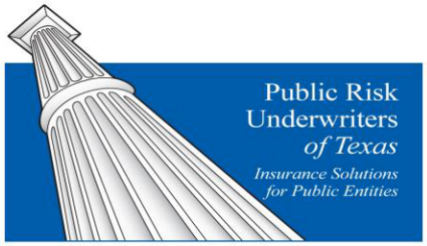
INSURER: **QBE SPECIALTY INSURANCE COMPANY**
BEST RATING: A XIV
A SURPLUS LINES CARRIER

PROPOSED INCEPTION: October 1, 2020

POLICY LIMITS: Each Wrongful Act	/	Annual Agg.	**DEDUCTIBLE:** Including LAE	**ANNUAL PREMIUM**
$3,000,000	/	$3,000,000	$2,000,000	$300,657

TERMS, CONDITIONS AND SUBJECTIVITIES include but are not limited to:

- $5,000 Loss Control Audit Fee in addition to the annual premium.
- Policy Form: QBLE-1000 (01-16)) A **CLAIMS MADE** form.
- Retroactive Date: 10/01/2020
- Completed, **signed and dated** PRU-TX application [Form: **PRU-TX LEL App (04/18)**] - **prior to binding.**
- Canine and handler training certification **within 30 days.**
- Trade or Economic Sanctions Endorsement (QBIL-0285 (08-14))
- Service of Process Endorsement (QBIL-0217 (09-18))
- Nuclear Energy Exclusion (QBLE-2044 (01-16))
- 25% Minimum Earned Premium Endorsement (QBLE-2045 (01-16))
- Line of Duty Death Endorsement (QBLE-2019 (01-16))
- Retroactive Date Endorsement (QBLE-2012 (01-16))
- Self-Insured Retention Endorsement (QBLE-2016 (04-16))
- Defense Inside the Limit Endorsement (QBLE-2017 (01-16))
- Exclusion Endorsement – Big Fish Entertainment LLC with Respect to Live PD tv series (TBD)
- Communicable Disease Exclusion Endorsement (QBLE-2010 (04-20))
- Any Notices or Disclosures required by the state regulatory agency.



If there have been any material changes since the application has been signed, you must immediately report the applicable changes to Public Risk Underwrites of Texas. In the event of a difference, the policy will prevail.

This proposal is valid until 12:01 AM October 1, 2020. If we have not received a written request to bind coverage by then, we will close our file. This proposal may not match the coverage requested. Forms and endorsements are available upon request. If you have any questions or would like alternative proposals please contact us.

REMINDER: Only **PRU of Texas** has the authority to bind, alter, or cancel coverage on behalf of the carrier. Coverage cannot be assumed to be bound without written confirmation from an authorized representative of **PRU of Texas.**

An ERP is available for one, two or three years for an additional fully earned premium equal to 75%, 125% or 150% respectively.

TRAVELERS

Public Sector Services
INDUSTRY Edge®

A Commercial Insurance Proposal for:

WILLIAMSON COUNTY

Effective Date: 10/01/2020

Expiration Date: 10/01/2021

Prepared For: Lee Insurance Agency Inc

Date of Proposal:
Print Date: 09/08/20

Coverage

Line of Business	Company	Policy Number
Deluxe Property	Texas Public Entity Group	630 8N138384
Inland Marine	Texas Public Entity Group	630 8N138384
General Liability	Texas Public Entity Group	ZAS 31N18335
Employee Benefit Liability	Texas Public Entity Group	ZAS 31N18335
Law Enforcement Liability	Texas Public Entity Group	ZAS 31N18335
Public Entity Management Liability	Texas Public Entity Group	ZAS 31N18335
Public Entity Employment-Related Practices Liability	Texas Public Entity Group	ZAS 31N18335
Auto Liability	Texas Public Entity Group	810 8N138384
Auto Physical Damage	Texas Public Entity Group	810 8N138384
Umbrella Liability	Texas Public Entity Group	ZAS 51N20283
Workers Compensation	Travelers Property Casualty Co of America	UB 8N429439

THE FOLLOWING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS PROPOSAL/QUOTE. THIS IS NOT A COMPLETE LISTING OF ALL THE ENDORSEMENTS INCLUDED IN YOUR POLICY. IN ADDITION TO THE POLICY ENDORSEMENTS OUTLINED IN THIS PROPOSAL/QUOTE, ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS MAY INCLUDE ADDITIONAL ENDORSEMENTS, INCLUDING STATE-MANDATED ENDORSEMENTS, THAT MAY AFFECT COVERAGE. HOWEVER, ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS PROPOSAL/QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS PROPOSAL/QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.

THIS PROPOSAL/QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OF COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

As Broker/Agent you will be responsible for being aware of and complying with the various legal requirements associated with countersignature in various jurisdictions covered in the policies.

Unless accepted, the offer(s) of insurance contained in this proposal expire(s) automatically fifteen days after the proposal date referenced on the cover page of this proposal.

Account Team

Account Executive — Overall Account Coordinator

Vaughn B Cochran (210)525-3922
BCOCHRAN@travelers.com

Account Manager — Policy and Billing Services

Elizabeth Bernal (210)525-3827
EBERNAL@travelers.com

To report, ask a question or discuss a claim please call 1-800-238-6225. A Claim Customer Service Representative is available 24 hours a day, 7 days a week to take the first notice of loss or provide assistance on any existing claim.

About Travelers

Travelers (NYSE: TRV) is a leading provider of property casualty insurance and surety products and of risk management services to a wide variety of businesses, other organizations and to individuals. The company reported 2019 revenues of $31 billion and total assets of $110 billion.

Our products are distributed primarily through U.S. independent insurance agents and brokers. Travelers is the second largest writer of personal insurance through independent agents. The company also has offices in the U.K., Ireland, and Canada. Travelers has about 30,000 employees worldwide. For more information, visit www.travelers.com.

Financial Strength

The financial strength of an insurance company is understandably important to its policyholders. Independent services, such as A.M. Best, Standard & Poor's and Moody's, have consistently given high ratings to our claim-paying ability and financial strength.

The independent financial strength ratings, which reflect the Travelers claims-paying ability, are as follows:

A.M.Best	A++	(A++ is the highest of 16)
Standard & Poor's	AA	(AA is the 3rd highest of 21)
Moody's	'Aa2	(Aa2 is the 3rd highest of 21)

It is the policy of Travelers to comply with all applicable federal, state and local fair employment laws. In addition, Travelers files appropriate EEO-1 reports and voluntarily subscribes to the principles of affirmative action.

Public Sector Expertise

Travelers is the leading provider of property and casualty insurance for public entities. It's a position we've worked hard to earn by building lasting relationships and strong foundations in communities across the country. With our expertise, years of hands-on experience and outstanding financial strength and stability, clients count on us to deliver thoughtfully designed, tailored insurance coverages and risk management solutions for the exposures they face.

Our underwriting, risk control and claim teams work exclusively with public entities. Travelers has impressive capabilities to serve the needs of the market. We're proud to offer:

- Package products for municipalities, counties, water and sewer districts and other selected special districts. For these segments, we deliver a menu of customized offerings and solutions – including property, liability, auto and professional coverages – designed specifically for local governments;

- Large public entity property business – including schedules in excess of $250 million total insured values – for the segments listed above as well as for schools, excess property and assumed reinsurance.

The team at Travelers takes the time to understand issues affecting local government. They analyze current risks, anticipate those customers may face in the future and create flexible solutions to manage both.

UNDERWRITING

Our underwriters stay abreast of public affairs, as well as evolving legal and social issues. We develop balanced solutions to meet each customer's unique situation and work with agents and brokers to customize the most effective plan for our clients.

CLAIM SERVICES

When it comes to claim handling, one size doesn't fit all. Travelers has claim professionals dedicated to handling claims for public entities. They understand state-specific issues and have extensive knowledge of the immunities and special defenses afforded to public entities. In addition, Travelers retains defense counsel who specializes in representing public entities and understand the complexity of public entity legislation.

RISK CONTROL SERVICES

Travelers risk control consultants work exclusively with public entity clients. These risk control professionals are dedicated to understanding a customer's unique operations, risks and issues. The value-added risk management programs, seminars and personalized service plans offered by Travelers help prevent losses and reduce overall costs for public entities.

Risk Control Services

Travelers offers risk control resources that have a proven impact on preventing losses and reducing overall costs for public entities. These resources have been developed for public entity clients to address issues related to general liability, vehicle safety, property protection, law enforcement liability and employment practices liability.

Our goal is to provide public entities with resources to reduce loss-related expenses and enhance delivery of public services. These risk control resources respond to historical losses experienced by public entities and align with "best practices" for government entities, as advocated by the Public Risk Management Association (PRIMA) and the International City/County Management Association (ICMA).

When you select Travelers as your insurance carrier, you will have access to a wealth of risk control resources, including, but not limited to:

- The Public Sector Risk Control Seminars: The value-added risk management programs, seminars and training sessions offered by Travelers help prevent losses and reduce overall costs for public entities.
- Travelers Web Site: As a policyholder, you will have access to our Risk Control Web-site. You will be able to immediately download risk control materials, or order them from our products database. In addition, the site provides a pathway to register for our Safety Academy courses … http://www.travelers.com/riskcontrol
- Public Sector Risk Control Answer Line: Have a technical question about a risk control issue? Use the Travelers Public Sector Answer Line. Clients can direct their specific risk control questions to the Answer Line for advice and information. Ask Risk-Control@Travelers.com.
- Employment Practices Liability Risk Management Resources: Our EPL resources include:
    1) Free access to an Internet-based resource site with a wealth of employment practices information including emerging issues in employment law, sample handbook, best practices for policies and procedures, articles, searchable library and much more:
    2) 800# Hotline for free general guidance from an attorney who specializes in employment law and can answer questions about workplace concerns.
    3) Hundreds of vendor web-based risk management training courses which are available from any computer with internet access, anytime 24/7. Travelers clients simply set up an account with the vendor and receive a 15% discount off retail pricing. Additional volume discounts are applied on purchases of $1,000 or more.

- CyberFirst: eRisk Hub is a private web based portal containing information and technical resources that can assist in the prevention of network, cyber and privacy events and provide timely support if an incident occurs.

- In the Public Interest Newsletter: Each issue of this newsletter addresses risk control concerns for general liability, vehicle operations and employment practices. The newsletter also features risk control and risk management information to minimize the frequency and severity of losses.

At Travelers, we are dedicated to meeting our public entity clients' risk management and risk control needs. We are pleased to offer you these valuable risk control resources as a part of this insurance proposal.

Location Schedule

1	1	LEASDED BUILDING	12000 HWY 29 E, GEORGETOWN, TX 78626
2	2	EMS TRAINING (BLDG.	3189 SE INNER LOOP, GEORGETOWN, TX 78626
2	3	EMS VEHICLE STORAGE	3189 SE INNER LOOP, GEORGETOWN, TX 78626
3	4	WIRELESS COMMUNICATI	3171 SE INNER LOOP, GEORGETOWN, TX 78626
4	5	SO VEHICLE INSPECTIO	3181 SE INNER LOOP, GEORGETOWN, TX 78626
4	6	SO VEHICLE STORAGE (	3181 SE INNER LOOP, GEORGETOWN, TX 78626
5	7	WILLIAMSON COUNTY GE	100 WILCO WAY, GEORGETOWN, TX 78626
6	8	MEDIC 52 DEMAND- CON	2721 SAM BASS RD, ROUND ROCK, TX 78681
7	9	EMS 3 (NON-TRANSPORT	450 FM 1105, GEORGETOWN, TX 78626
8	10	MEDIC 26- CONTENTS O	1501 COTTONWOOD CREEK, CEDAR PARK, TX 78613
9	11	SQUAD 30 (NON TRANSP	301 S PATTERSON AVE, FLORENCE, TX 76527
10	12	MUSEUM AND OLD BANK	716 S AUSTIN AVE, GEORGETOWN, TX 78626
11	13	LEASED BUILDING IN L	1401 HWY 183, LEANDER, TX 78641
12	14	WILLIAMSON COUNTY CO	710 S MAIN ST, GEORGETOWN, TX 78626
12	15	SITE IMPROVEMENTS	710 S MAIN ST, GEORGETOWN, TX 78626
13	16	EMERGENCY OPERATIONS	911 TRACY CHAMBERS LN, GEORGETOWN, TX 78626
13	17	SITE IMPROVEMENTS	911 TRACY CHAMBERS LN, GEORGETOWN, TX 78626
14	18	JUVENILE CENTER	200 WILCO WAY, GEORGETOWN, TX 78628
14	19	GREENHOUSE	200 WILCO WAY, GEORGETOWN, TX 78628
14	20	STORAGE BUILDING	200 WILCO WAY, GEORGETOWN, TX 78628
14	21	MORGAN STORAGE SHED	200 WILCO WAY, GEORGETOWN, TX 78628
14	22	MORGAN STORAGE SHED	200 WILCO WAY, GEORGETOWN, TX 78628
14	23	RED STORAGE SHED	200 WILCO WAY, GEORGETOWN, TX 78628
14	24	ANIMAL STORAGE SHED	200 WILCO WAY, GEORGETOWN, TX 78628
14	25	ANIMAL SHELTER	200 WILCO WAY, GEORGETOWN, TX 78628
14	26	WELL HOUSE/TANK	200 WILCO WAY, GEORGETOWN, TX 78628
14	27	WHITE STORAGE SHED	200 WILCO WAY, GEORGETOWN, TX 78628
14	28	SITE IMPROVEMENTS	200 WILCO WAY, GEORGETOWN, TX 78628
15	29	ADVOCACY BUILDING	1811 SE INNER LOOP, GEORGETOWN, TX 78626
15	30	SITE IMPROVEMENTS	1811 SE INNER LOOP, GEORGETOWN, TX 78626
16	31	JESTER ANNEX	1801 OLD SETTLERS BLVD, ROUND ROCK, TX 78664
17	32	EMS/SHERIFF STATION	1781 OLD SETTLERS BLVD, ROUND ROCK, TX 78664
17	33	SITE IMPROVEMENTS	1781 OLD SETTLERS BLVD, ROUND ROCK, TX 78664
18	34	GUN RANGE PORTABLE O	3901 COUNTY RD 130, HUTTO, TX 78634
18	35	TRAPP 2 SHOOTING PAV	3901 COUNTY RD 130, HUTTO, TX 78634
18	36	STORAGE BUILDING 1	3901 COUNTY RD 130, HUTTO, TX 78634
18	37	RANGE 2 PORTABLE OF	3901 COUNTY RD 130, HUTTO, TX 78634
18	38	METAL STORAGE SHED	3901 COUNTY RD 130, HUTTO, TX 78634
18	39	LARGE PAVILION	3901 COUNTY RD 130, HUTTO, TX 78634
18	40	STORAGE BUILDING 2	3901 COUNTY RD 130, HUTTO, TX 78634
18	41	RESTROOM BUILDING	3901 COUNTY RD 130, HUTTO, TX 78634
18	42	SITE IMPROVEMENTS	3901 COUNTY RD 130, HUTTO, TX 78634
18	43	GUN RANGE STORAGE UN	3901 COUNTY ROAD 130, HUTTO, TX 78634
19	44	HUTTO COMMUNITY BUIL	3901 COUNTY RD 130, HUTTO, TX 78634
20	45	HEALTH DEPARTMENT BU	100 W 3RD ST, GEORGETOWN, TX 78626
20	46	SITE IMPROVEMENTS	100 W 3RD ST, GEORGETOWN, TX 78626
20	47	HISTORICAL JAIL	312 S. MAIN STREET,, GEORGETOWN, TX 78626
20	48	EDUCATION CENTER	100 W 3RD ST, GEORGETOWN, TX 78626
20	49	STORAGE SHED	100 W 3RD ST, GEORGETOWN, TX 78626
20	50	SITE IMPROVEMENTS	100 W 3RD ST, GEORGETOWN, TX 78626

21	51	PARKING GARAGE	305 W 4TH ST, GEORGETOWN, TX 78626
22	52	WILLIAM LOTT BUILDIN	107 S HOLLY ST, GEORGETOWN, TX 78626
22	53	PORTABLE CLASSOOM 1	107 S HOLLY ST, GEORGETOWN, TX 78626
22	54	PORTABLE CLASSOOM 2	107 S HOLLY ST, GEORGETOWN, TX 78626
22	55	SITE IMPROVEMENTS	107 S HOLLY ST, GEORGETOWN, TX 78626
23	56	CEDAR PARK ANNEX BUI	350 DISCOVERY RD, CEDAR PARK, TX 78613
23	57	SITE IMPROVEMENTS	350 DISCOVERY RD, CEDAR PARK, TX 78613
24	58	TAYLOR EXPO	5350 BILL PICKET TRAIL, TAYLOR, TX 76574
24	59	STORAGE BUILDING	5350 BILL PICKET TRAIL, TAYLOR, TX 76574
24	60	SMALL RESTROOM BUILD	5350 BILL PICKET TRAIL, TAYLOR, TX 76574
24	61	SITE IMPROVEMENTS	5350 BILL PICKET TRAIL, TAYLOR, TX 76574
25	62	ROAD AND BRIDGE GARA	16350 FM 971, GRANGER, TX 76530
25	63	TRACTOR STORAGE BUID	16350 FM 971, GRANGER, TX 76530
25	64	OFFICE BUILDING	16350 FM 971, GRANGER, TX 76530
25	65	EQUIPMENT STORAGE BU	16350 FM 971, GRANGER, TX 76530
25	66	SITE IMPROVEMENTS	16350 FM 971, GRANGER, TX 76530
26	67	ROUND ROCK ANNEX BUI	211 COMMERCE COVE, ROUND ROCK, TX 78682
26	68	ROUND ROCK ANNEX BUI	211 COMMERCE COVE, ROUND ROCK, TX 78682
26	69	SITE IMPROVEMENTS	211 COMMERCE COVE, ROUND ROCK, TX 78682
27	70	VECHILE STORAGE BUIL	1000 FM 970, FLORENCE, TX 76527
27	71	SITE IMPROVEMENTS	1000 FM 970, FLORENCE, TX 76527
28	72	JAIL AND SHERIFF OFF	508 S ROCK ST, GEORGETOWN, TX 78626
28	73	SITE IMPROVEMENTS	508 S ROCK ST, GEORGETOWN, TX 78626
29	74	CRIMINAL JUSTICE CEN	405 MARTIN LUTHER KING ST, GEORGETOWN, TX 78626
29	75	SITE IMPROVEMENTS	405 MARTIN LUTHER KING ST, GEORGETOWN, TX 78626
30	76	OLD EMS HEADQUARTERS	305 MARTIN LUTHER KING ST, GEORGETOWN, TX 78626
31	77	COUNTY ANNEX OFFICES	301 INNER LOOP, GEORGETOWN, TX 78626
31	78	SITE IMPROVEMENTS	301 INNER LOOP, GEORGETOWN, TX 78626
32	79	CTTC FACILITY	601 N ALLIIGATOR ST, GRANGER, TX 76530
32	80	WOOD STORAGE BUILDIN	601 N ALLIIGATOR ST, GRANGER, TX 76530
32	81	METAL STORAGE BUILDI	601 N ALLIIGATOR ST, GRANGER, TX 76530
32	82	METAL STORAGE BUILDI	601 N ALLIIGATOR ST, GRANGER, TX 76530
32	83	SITE IMPROVEMENTS	601 N ALLIIGATOR ST, GRANGER, TX 76530
33	84	EMS STATION MEDIC 42	1425 N MAIN ST, TAYLOR, TX 76574
33	85	SITE IMPROVEMENTS	1425 N MAIN ST, TAYLOR, TX 78626
34	86	TAYLOR ANNEX BUILDIN	412 VANCE ST, TAYLOR, TX 76574
34	87	SITE IMPROVEMENTS	412 VANCE ST, TAYLOR, TX 76574
35	88	TAX OFFICE/ CARQUEST	904 S MAIN ST, GEORGETOWN, TX 78626
36	89	RESIDENTIAL HOUSE	9769 W STATE HWY 29, GEORGETOWN, TX 78628
36	90	DETACHED STORAGE GAR	9769 W STATE HWY 29, GEORGETOWN, TX 78628
36	91	SITE IMPROVEMENTS	9769 W STATE HWY 29, GEORGETOWN, TX 78628
37	92	COMMUNITY CENTER	14774 FM 1115, SCHWERTNER, TX 76573
37	93	SITE IMPROVEMENTS	14774 FM 1115, SCHWERTNER, TX 76573
38	94	BARN 1	1801 COUNTY RD 152, GEORGETOWN, TX 78626
38	95	TOOL HUT	1801 COUNTY RD 152, GEORGETOWN, TX 78626
38	96	PARK OFFICE/HOUSE	1801 COUNTY RD 152, GEORGETOWN, TX 78626
38	97	METAL STORAGE SHED	1801 COUNTY RD 152, GEORGETOWN, TX 78626
38	98	OLD OFFICE BUILDING	1801 COUNTY RD 152, GEORGETOWN, TX 78626
38	99	RESTROOM BUILDING 1	1801 COUNTY RD 152, GEORGETOWN, TX 78626
38	100	BIRTHDAY PAVILION	1801 COUNTY RD 152, GEORGETOWN, TX 78626
38	101	PARK PAVILIN 2	1801 COUNTY RD 152, GEORGETOWN, TX 78626
38	102	OLD HOUSE	1801 COUNTY RD 152, GEORGETOWN, TX 78626

38	103	OLD HORSE BARN	1801 COUNTY RD 152, GEORGETOWN, TX 78626
38	104	CAMPGROUND RESTROOM	1801 COUNTY RD 152, GEORGETOWN, TX 78626
38	105	INFORMATION PAVILION	1801 COUNTY RD 152, GEORGETOWN, TX 78626
38	106	SITE IMPROVEMENTS	1801 COUNTY RD 152, GEORGETOWN, TX 78626
39	107	RESTROOM BUILDING	3820 BRUSHY CREEK RD, CEDAR PARK, TX 78613
39	108	PARK PAVILION 1	3820 BRUSHY CREEK RD, CEDAR PARK, TX 78613
39	109	PARK PAVILION 2	3820 BRUSHY CREEK RD, CEDAR PARK, TX 78613
39	110	SITE IMPROVEMENTS	3820 BRUSHY CREEK RD, CEDAR PARK, TX 78613
40	111	PAVILION 1	219 PERRY MAYFIELD BLVD, LEANDER, TX 78641
40	112	PAVILION 2	219 PERRY MAYFIELD BLVD, LEANDER, TX 78641
40	113	TENNIC COURT BUILDIN	219 PERRY MAYFIELD BLVD, LEANDER, TX 78641
40	114	TENNIS RESTROOM BUIL	219 PERRY MAYFIELD BLVD, LEANDER, TX 78641
40	115	SNOW CONE SHACK	219 PERRY MAYFIELD BLVD, LEANDER, TX 78641
40	116	PAVILION 3	219 PERRY MAYFIELD BLVD, LEANDER, TX 78641
40	117	WOMEN'S RESTROOM BUI	219 PERRY MAYFIELD BLVD, LEANDER, TX 78641
40	118	MEN'S RESTROOM BUILD	219 PERRY MAYFIELD BLVD, LEANDER, TX 78641
40	119	POUND PUMP HOUSE BUI	219 PERRY MAYFIELD BLVD, LEANDER, TX 78641
40	120	FOOTBALL CONCESSIONS	219 PERRY MAYFIELD BLVD, LEANDER, TX 78641
40	121	FOOTBALL RESTROOM BU	219 PERRY MAYFIELD BLVD, LEANDER, TX 78641
40	122	FOOTBALL PRESS BOX	219 PERRY MAYFIELD BLVD, LEANDER, TX 78641
40	123	BASEBALL RESTROOM BU	219 PERRY MAYFIELD BLVD, LEANDER, TX 78641
40	124	BASEBALL CONCESSIONS	219 PERRY MAYFIELD BLVD, LEANDER, TX 78641
40	125	MOBILE HOME	219 PERRY MAYFIELD BLVD, LEANDER, TX 78641
40	126	PARK MAINTENANCE BUI	219 PERRY MAYFIELD BLVD, LEANDER, TX 78641
40	127	STORAGE BUILDING	219 PERRY MAYFIELD BLVD, LEANDER, TX 78641
40	128	PAVILION 4	219 PERRY MAYFIELD BLVD, LEANDER, TX 78641
40	129	PAVILION 5	219 PERRY MAYFIELD BLVD, LEANDER, TX 78641
40	130	WATER PARK PAVILION	219 PERRY MAYFIELD BLVD, LEANDER, TX 78641
40	131	WATER PARK PAVILION	219 PERRY MAYFIELD BLVD, LEANDER, TX 78641
40	132	WATER PARK PAVILION	219 PERRY MAYFIELD BLVD, LEANDER, TX 78641
40	133	WATER PARK PAVILION	219 PERRY MAYFIELD BLVD, LEANDER, TX 78641
40	134	WATER PARK BUILDING	219 PERRY MAYFIELD BLVD, LEANDER, TX 78641
40	135	PARK HEADQUARTERS	219 PERRY MAYFIELD BLVD, LEANDER, TX 78641
40	136	SITE IMPROVEMENTS	219 PERRY MAYFIELD BLVD, LEANDER, TX 78641
41	137	FACILITIES MAINTENAN	3101 SE INNER LOOP, GEORGETOWN, TX 78626
41	138	SITE IMPROVEMENTS	3101 SE INNER LOOP, GEORGETOWN, TX 78626
41	139	CENTRAL MAINTENANCE	3101 SE INNER LOOP, GEORGETOWN, TX 78626
41	140	MAINTENANCE SHOP	3101 SE INNER LOOP, GEORGETOWN, TX 78626
41	141	STORAGE BUILDING	3101 SE INNER LOOP, GEORGETOWN, TX 78626
41	142	MAINTENANCE OFFICE B	3101 SE INNER LOOP, GEORGETOWN, TX 78626
41	143	STORAGE CANOPY 1	3101 SE INNER LOOP, GEORGETOWN, TX 78626
41	144	STORAGE CANOPY 2	3101 SE INNER LOOP, GEORGETOWN, TX 78626
41	145	SHERIFF IMPOUND BUIL	3101 SE INNER LOOP, GEORGETOWN, TX 78626
41	146	PORTABLE STORAGE BUI	3101 SE INNER LOOP, GEORGETOWN, TX 78626
41	147	SITE IMPROVEMENTS	3101 SE INNER LOOP, GEORGETOWN, TX 78626
41	148	FACILITIES MAINTENAN	3101 SE INNER LOOP, GEORGETOWN, TX 78626
42	149	ANIMAL SHELTER BUILD	1855 SE INNER LOOP, GEORGETOWN, TX 78626
42	150	ANIMAL SHELTER BUILD	1855 SE INNER LOOP, GEORGETOWN, TX 78626
42	151	WOOD STORAGE BUILDIN	1855 SE INNER LOOP, GEORGETOWN, TX 78626
42	152	ANIMAL KENNEL- OUTDO	1855 SE INNER LOOP, GEORGETOWN, TX 78626
42	153	PUMP HOUSE	1855 SE INNER LOOP, GEORGETOWN, TX 78626
42	154	ANIMAL SHELTER- ADOP	1855 SE INNER LOOP, GEORGETOWN, TX 78626
42	155	SITE IMPROVEMENTS	1855 SE INNER LOOP, GEORGETOWN, TX 78626

43	156	OLD MEDIC STATION 53	303 MARTIN LUTHER KING ST, GEORGETOWN, TX 78626
44	157	ENVIRONMENTAL BUILDI	303 S MAIN, GEORGETOWN, TX 78626
44	158	SITE IMPROVEMENTS	303 S MAIN, GEORGETOWN, TX 78626
45	159	OFFICE BUILDING (LEA	311 S MAIN ST, GEORGETOWN, TX 78626
46	160	GAME WARDEN OFFICE	517 S PINE ST, GEORGETOWN, TX 78626
47	161	DRIVER'S LICENSE/DPS	516 S PINE ST, GEORGETOWN, TX 78626
48	162	WIRELESS COMMUNICATI	508 HOLLY ST, GEORGETOWN, TX 78626
48	163	SITE IMPROVEMENTS	508 HOLLY ST, GEORGETOWN, TX 78626
49	164	SHERIFF TRUSTEE SHOP	506 HOLLY ST, GEORGETOWN, TX 78626
50	165	OFFICE BUILDING 1	900 S MAIN ST, TAYLOR, TX 76574
50	166	OFFICE BUILDING 2	900 S MAIN ST, TAYLOR, TX 76574
50	167	STORAGE BUILDING	900 S MAIN ST, TAYLOR, TX 76574
50	168	MACHINE STORAGE BUIL	900 S MAIN ST, TAYLOR, TX 76574
50	169	RECYCLE BUILDING/WAR	900 S MAIN ST, TAYLOR, TX 76574
50	170	SITE IMPROVEMENTS	900 S MAIN ST, TAYLOR, TX 76574
51	171	JUSTICE COURT BUILDI	211 W 6TH ST, TAYLOR, TX 76574
51	172	SITE IMPROVEMENTS	211 W 6TH ST, TAYLOR, TX 76574
52	173	TEXAS HEALTH DEPARTM	115 W 6TH ST, TAYLOR, TX 76574
52	174	SITE IMPROVEMENTS	115 W 6TH ST, TAYLOR, TX 76574
53	175	SHERIFF'S OFFICE BUI	2501 MALLARD LN, TAYLOR, TX 76574
54	176	EMS STATION 41	2604 NORTHLAWN DR, TAYLOR, TX 76574
54	177	WOOD STORAGE BUILDIN	2604 NORTHLAWN DR, TAYLOR, TX 76574
55	178	HUTTO RECYCLING CENT	101 LANDFILL RD, HUTTO, TX 78634
56	179	CEDAR PARK FIRE STAT	1311 HIGHLAND DR, CEDAR PARK, TX 78613
57	180	ROUND ROCK FIRE STAT	350 DEEPWOOD DR, ROUND ROCK, TX 78681
58	181	ROUND ROCK FIRE STAT	1991 RAWHIDE DR, ROUND ROCK, TX 78681
59	182	CEDAR PARK FIRE STAT	150 CHURCH STREET, CEDAR PARK, TX 78613
60	183	JOHN H. COATS FIRE S	405 EXCHANGE BLVD, HUTTO, TX 78634
61	184	MEDIC 51	16248 SOUTH GREAT OAKS, ROUND ROCK, TX 78681
62	185	LIBERTY HILL FIRE DE	301 LOOP 332, LIBERTY HILL, TX 78642
63	186	JARRELL FIRE STATION	155 COUNTY RD 313 EAST, JARRELL, TX 76537
64	187	PAT BRYSON MUNICIPAL	200 BAGDAD STREET, LEANDER, TX 78641
65	188	RCS PRIME 1, SHELTER	1058 RABBIT HILL ROAD, GEORGETOWN, TX 78626
65	189	RCS PRIME 1, SHELTER	1058 RABBIT HILL ROAD, GEORGETOWN, TX 78626
65	190	RCS PRIME 1 TOWER	1058 RABBIT HILL ROAD, GEORGETOWN, TX 78626
65	191	SITE IMPROVEMENTS	1058 RABBIT HILL ROAD, GEORGETOWN, TX 78626
66	192	RCS BACKUP SITE 0	151 CARLSON COVE, GEORGETOWN, TX 78626
66	193	RCS TOWER	151 CARLSON COVE, GEORGETOWN, TX 78626
66	194	RCS SITE IMPROVEMENT	151 CARLSON COVE, GEORGETOWN, TX 78626
67	195	RCS HCWT 6 SHELTER	2801 HIGH COUNTRY BLVD, ROUND ROCK, TX 78682
67	196	RCS HCWT 6 TOWER	2801 HIGH COUNTRY BLVD, ROUND ROCK, TX 78682
67	197	SITE IMPROVEMENTS	2801 HIGH COUNTRY BLVD, ROUND ROCK, TX 78682
68	198	RCS CEDAR PARK 2 SHE	1900 COUGAR COUNTRY DR, CEDAR PARK, TX 78613
68	199	RCS CEDAR PARK 2 TOW	1900 COUGAR COUNTRY DR, CEDAR PARK, TX 78613
68	200	SITE IMPROVEMENTS	1900 COUGAR COUNTRY DR, CEDAR PARK, TX 78613
69	201	RCS TOWER ROAD 7 SHE	2141 TOWER RD, LIBERTY HILL, TX 78642
69	202	RCS TOWER ROAD 7 TOW	2141 TOWER RD, LIBERTY HILL, TX 78642
69	203	SITE IMPROVEMENTS	2141 TOWER RD, LIBERTY HILL, TX 78642
70	204	RCS LIBERTY HILL 4 S	5251 COUNTY RD 200, LIBERTY HILL, TX 78642
70	205	RCS LIBERTY HILL 4 T	5251 COUNTY RD 200, LIBERTY HILL, TX 78642

70	206	SITE IMPROVEMENTS	5251 COUNTY RD 200, LIBERTY HILL, TX 78642
71	207	RCS TAYLOR 9 SHELTER	104 OLD COUPLAND RD, TAYLOR, TX 76574
71	208	RCS TAYLOR 9 TOWER	104 OLD COUPLAND RD, TAYLOR, TX 76574
71	209	SITE IMPROVEMENTS	104 OLD COUPLAND RD, TAYLOR, TX 76574
72	210	RCS THRALL 3 SHELTER	7800 COUNTY RD 424, THRALL, TX 76578
72	211	RCS THRALL 3 TOWER	7800 COUNTY RD 424, THRALL, TX 76578
72	212	SITE IMPROVEMENTS	7800 COUNTY RD 424, THRALL, TX 76578
73	213	EMS STATION MEDIC 22	9218 ANDERSON MILL RD, AUSTIN, TX 78729
74	214	TOWER RCS GRANGER 8	5690 COUNTY RD 327, GRANGER, TX 76530
74	215	COMMUNICATIONS SHELT	5690 COUNTY RD 327, GRANGER, TX 76530
74	216	SITE IMPROVEMENTS	5690 COUNTY RD 327, GRANGER, TX 76530
75	217	RCS CEDAR PARK SOUTH	1302 FIRE LN, CEDAR PARK, TX 78613
75	218	RCS CEDAR PARK SOUTH	1302 FIRE LN, CEDAR PARK, TX 78613
75	219	SITE IMPROVEMENT	1302 FIRE LN, CEDAR PARK, TX 78613
76	220	WILLIAMSON COUNTY AN	355 TEXAS AVE, ROUND ROCK, TX 78664
77	221	PRIVATE RESIDENCE	128 ESTATE COVE, HUTTO, TX 78634
78	222	LEGENDS VILLAGE	3001 JOE DIMAGGIO SUITE 1300, ROUND ROCK, TX 78665
79	223	HUTTO FIRE STATION #	150 SWINDOLL LN, HUTTO, TX 78634
80	224	CEDAR PARK FIRE STAT	1570 CYPRESS CREEK, CEDAR PARK, TX 78613
81	225	LIBERTY HILL CSCD	3803 FM 1869, LIBERTY HILL, TX 78642
82	226	HOUSE	106 DANA DR., HUTTO, TX 78634
83	227	HOUSE	102 DANA DR., HUTTO, TX 78634
84	228	HOUSE	131 ESTATE COVE, HUTTO, TX 78634
85	229	HOUSE/GUN SHOP/WORKS	12365 US 79, TAYLOR, TX 76574
86	230	NEW BUILDING	3825 CR 110, GEORGETOWN, TX 78626
87	231	NEW BUILDING	174 CR 138, HUTTO, TX 78634
88	232	NEW BUILDING	174 CR 138 BLDG 2, HUTTO, TX 78634
89	233	NEW BUILDING	915 STUBBLEFIED, LIBERTY HILL, TX 78642
90	234	NEW BUILDING	923 STUBBLEFIED, LIBERTY HILL, TX 78642
91	235	DAM	1801 COUNTY ROAD 152, GEORGETOWN, TX 78626
92	236	PHASE TWO	3820 BRUSHY CREEK ROAD, CEDAR PARK, TX 78613
93	237	TWIN LAKES PLAYSCAPE	3820 BRUSHY CREEK ROAD, CEDAR PARK, TX 78613
94	238	TWIN LAKES PARK IMPR	3820 BRUSHY CREEK ROAD, CEDAR PARK, TX 78613
95	239	EXERCISE STATION BRU	3820 BRUSHY CREEK ROAD, CEDAR PARK, TX 78613
96	240	BRUSHY CREEK TRAIL P	3820 BRUSHY CREEK ROAD, CEDAR PARK, TX 78613
97	241	BRUSHY CREEK TRAIL P	3820 BRUSHY CREEK ROAD, CEDAR PARK, TX 78613
98	242	LAKE CREEK TRAIL	3820 BRUSHY CREEK ROAD, CEDAR PARK, TX 78613
99	243	BRUSHY CREEK TRAIL P	3820 BRUSHY CREEK ROAD, CEDAR PARK, TX 78613
100	244	SPLASH PAD	219 PERRY MAYFIELD BOULEVARD, LEANDER, TX 78641
101	245	SITE IMPROVEMENTS-CO	218 PERRY MAYFIELD BOULEVARD, LEANDER, TX 78641
102	246	RESTROOM-CHILDREN RA	219 PERRY MAYFIELD BOULEVARD, LEANDER, TX 78641
103	247	RESTROOM PAVILLION B	219 PERRY MAYFIELD BOULEVARD, LEANDER, TX 78641
104	248	PARK HOST HOUSE	799 SILVER CREEK DR, LEANDER, TX 78641

Deluxe Property

DELUXE PROPERTY COVERAGE FORM

COVERAGES AND LIMITS OF INSURANCE - DESCRIBED PREMISES

Insurance applies on a BLANKET basis only to a coverage or type of property for which a Limit of Insurance is shown below, and then only at the premises locations for which a value for such coverage or property is shown on the Statement of Values dated 8/17/2020, or subsequently reported to and insured by us. For Insurance that applies to a specific premises location see Deluxe Property Coverage Part Schedule - Specific Limits.

Blanket Description of Coverage or Property	Limits of Insurance
Building and Your Business Personal Property	$363,770,541

COINSURANCE PROVISION:
Coinsurance does not apply to the Blanket Coverages shown above.

VALUATION PROVISION:
Replacement cost (subject to limitations) applies to most types of covered property (See Valuation Loss Condition).

DELUXE PROPERTY COVERAGE PART SCHEDULE - SPECIFIC LIMITS - DESCRIBED PREMISES

Insurance applies only to a premises location and building number and to a coverage or type of property for which a Specific Limit of Insurance is shown on schedule.

COINSURANCE PROVISION:
Coinsurance does not apply to any Building, Personal Property or “Stock” coverage for which a
Specific Limit of Insurance applies as shown on schedule.

VALUATION PROVISION:
Replacement cost (subject to limitations) applies to most types of covered property (See Valuation Loss Condition).

EXCEPTION(S):

Other: LOCATION 77 BLDG 221 - 128 ESTATE COVE, HUTTO, TX 78634

ADDITIONAL COVERED PROPERTY	Limits of Insurance
Personal Property at Undescribed Premises:	
At any "exhibition" premises	$50,000
At any installation premises or temporary storage premises	Not Covered
At any other not owned, leased or regularly operated premises	$50,000
Personal Property in Transit	$50,000

DELUXE PROPERTY COVERAGE FORM - ADDITIONAL COVERAGES & COVERAGE EXTENSIONS

The Limits of Insurance shown in the left column are included in the coverage form and apply

unless a Revised Limit of Insurance or Not Covered is shown in the Revised Limits of Insurance column on the right. The Limits of Insurance apply in any one occurrence unless otherwise stated.

	Limits of Insurance	Revised Limits of Insurance
Accounts Receivable:		
At all described premises	$50,000	$500,000
In transit or at all undescribed premises	$25,000	
Appurtenant Buildings and Structures	$100,000	
Claim Data Expense	$25,000	
Covered Leasehold Interest – Undamaged Improvements & Betterments		
Lesser of Your Business Personal Property limit or:	$100,000	
Debris Removal (additional amount)	$250,000	$2,500,000
Deferred Payments	$25,000	
Duplicate Electronic Data Processing Data and Media	$50,000	
Electronic Data Processing Data and Media		
At all described premises	$50,000	
Employee Tools		
In any one occurrence	$25,000	
Any one item	$2,500	
Expediting Expenses	$25,000	$500,000
Extra Expense	$25,000	
Fine Arts		
At all described premises	$50,000	$1,000,000
In transit	$25,000	
Fire Department Service Charge	Included*	
Fire Protective Equipment Discharge	Included*	
Green Building Alternatives – Increased Cost		
Percentage 1%		
Maximum amount – each building	$100,000	
Green Building Reengineering and Recertification Expense	$25,000	
Limited Coverage for Fungus, Wet Rot or		
Dry Rot – Annual Aggregate	$25,000	$10,000,000
Loss of Master Key	$25,000	$100,000
Newly Constructed or Acquired Property:		
Buildings - each	$2,000,000	$2,500,000
Personal Property at each premises	$1,000,000	
Non-Owned Detached Trailers	$25,000	
Ordinance or Law Coverage	$250,000	$1,000,000
Outdoor Property	$25,000	$100,000
Any one tree, shrub or plant	$2,500	$10,000
Outside Signs		
At all described premises	$100,000	
At all undescribed premises	$5,000	
Personal Effects	$25,000	
Personal Property At Premises Outside of the Coverage Territory	$50,000	
Personal Property In Transit Outside of the Coverage Territory	$25,000	
Pollutant Cleanup and Removal – Annual Aggregate	$100,000	$1,000,000

Preservation of Property		
Expenses to move and temporarily store property	$250,000	
Direct loss or damage to moved property	Included*	
Reward Coverage		
25% of covered loss up to a maximum of:	$25,000	
Stored Water	$25,000	
Theft Damage to Rented Property	Included*	
Undamaged Parts of Stock in Process	$50,000	
Valuable Papers and Records – Cost of Research		
At all described premises	$50,000	$1,000,000
In transit or at all undescribed premises	$25,000	
Water or Other Substance Loss – Tear Out and Replacement Expense	Included*	

***Included means included in applicable Covered Property Limit of Insurance**

DELUXE BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM - DESCRIBED PREMISES

Premises Location No.	Building No.	Limits of Insurance
001-104	001-248	$1,500,000

Rental Value: Included
Ordinary Payroll: Included

DELUXE BUSINESS INCOME - ADDITIONAL COVERAGES AND COVERAGE EXTENSIONS

The Limits of Insurance, Coverage Period and Coverage Radius shown in the left column are included in the coverage form and apply unless a revised Limit of Insurance, Coverage Period, Coverage Radius or Not Covered is shown under the column on the right. The Limits of Insurance apply in any one occurrence unless otherwise stated.

	Limits of Insurance, Coverage Period or Coverage Radius	Revised Limits of Insurance, Coverage Period or Coverage Radius
Business Income from Dependent Property		
At Premises Within the Coverage Territory	$100,000	
At Premises Outside of the Coverage Territory	$100,000	
Civil Authority		
Coverage Period	30 days	
Coverage Radius	100 miles	
Claim Data Expense	$25,000	
Contract Penalties	$25,000	
Extended Business Income		
Coverage Period	180 days	
Fungus, Wet Rot or Dry Rot – Amended Period of Restoration		
Coverage Period	30 days	
Green Building Alternatives – Increased Period of Restoration		
Coverage Period	30 days	
Ingress or Egress	$25,000	$250,000
Coverage Radius	1 mile	5 miles
Newly Acquired Locations	$500,000	
Ordinance or Law - Increased Period of Restoration	$250,000	
Pollutant Cleanup and Removal – Annual Aggregate	$25,000	
Transit Business Income	$25,000	
Undescribed Premises	$25,000	

CAUSES OF LOSS - EARTHQUAKE – aggregate in any one policy year, for all losses covered under the Causes of Loss – Earthquake endorsement, commencing with the inception date of this policy:

	Annual Aggregate Limit
01. Applies at the following Building(s) numbered:	
001-248	$10,000,000

If more than one Annual Aggregate Limit applies in any one occurrence, the most we will pay is the highest involved Annual Aggregate Limit. The most we will pay during each annual period is the highest of the Annual Aggregate Limits shown.

CAUSES OF LOSS - BROAD FORM FLOOD – aggregate in any one policy year, for all losses covered under the Causes of Loss – Broad Form Flood endorsement, commencing with the inception date of this policy:

	Annual Aggregate Limit
01. Applies at the following Building(s) numbered:	
002-006, 008-9, 011-015, 029-30, 032-051, 056-061, 067-076, 079-083, 086-091, 111-148, 156-179, 181-186, 188-197, 201-216, 220-222, 224-228, 230-232, 234, 244-247	$10,000,000
02. Applies at the following Building(s) numbered:	
007, 010, 016-017, 031, 052-055, 077-078, 084-085, 092-093, 149-155, 180, 187, 198-200, 217-219, 233	$2,500,000
03. Applies at the following Building(s) numbered:	
001, 018-028, 062-066, 094-110, 229, 235-243	$1,000,000

If more than one Annual Aggregate Limit applies in any one occurrence, the most we will pay is the highest involved Annual Aggregate Limit. The most we will pay during each annual period is the highest of the Annual Aggregate Limits shown.

EXCESS OF LOSS LIMITATION APPLIES – See Causes of Loss – Broad Form Flood endorsement.

Cause of Loss – Equipment Breakdown

The insurance provided for loss or damage caused by or resulting from Equipment Breakdown is included in, and does not increase the Covered Property, Business Income, Extra Expense, and/or other coverage Limits of Insurance that otherwise apply under this Coverage Part.

Coverage Extension:	Limits of Insurance	Revised Limits of Insurance
Spoilage	$25,000	$250,000

Limitations:	Limits of Insurance	Revised Limits of Insurance
Ammonia Contamination	$25,000	$250,000
Hazardous Substance	$25,000	$250,000

UTILITY SERVICES:

	Limits of Insurance
Combined Direct Damage and Time Element - in any one occurrence (See Utility Services – Direct Damage and Utility Services Time Element endorsements)	$50,000

Coverage is provided for the following:

Water Supply
Communication Supply

Coverage for Overhead Transmission Lines is: excluded.

Public Sector Services Additional Coverage Endorsements

	Limits of Insurance
Spoilage Coverage Extension DX T3 15	$100,000
Sewer or Drain Backup Amendment DX T4 45	$100,000
Law Enforcement Animals DX T4 46:	
Any one law enforcement animal	$15,000
All law enforcement animals – maximum per occurrence	$100,000
Public Entity Property Extensions DX T4 47:	
Confiscated Property	$100,000
Street Lights – each item	$10,000
Street Lights – maximum per occurrence	$100,000
Street Signs – each item	$10,000
Street Signs – maximum per occurrence	$100,000
Traffic Signs and Lights – each item	$10,000
Traffic Signs and Lights – maximum per occurrence	$100,000
Stadium Lights – each item	$10,000
Stadium Lights – maximum per occurrence	$100,000

Emergency Evacuation Expense DX T4 49 11 12

Emergency Evacuation Expense Limit of Insurance - $25,000 unless a higher amount is shown:	$1,000,000

DEDUCTIBLES:

BY EARTHQUAKE:

	Percentage	Occurrence
01. in any one occurrence, at the following Building(s) numbered:		
001-248		$25,000

As respects Business Income Coverage a 72 hour deductible applies at all premises locations

BY "FLOOD":

	Occurrence
01. At the premises location(s) of the following Building(s) numbered:	
002-006, 008-009, 011-015, 029-030, 032-051, 056-061, 067-076, 079-083, 086-091, 111-148, 156-179, 181-186, 188-197, 201-216, 220-222, 224-228, 230-232, 234-247	
in any one occurrence:	$25,000

As respects Business Income Coverage a 72 hour deductible applies at all premises locations

	Occurrence
02. At the premises location(s) of the following Building(s) numbered:	
001, 007, 010, 016-028, 031, 052-055, 062-066, 077-078, 084-085, 092-110, 149-155, 180, 187, 198-200, 217-219, 223, 229, 233	
in any one occurrence:	$100,000

As respects Business Income Coverage a 72 hour deductible applies at all premises locations

BY WINDSTORM OR HAIL:

At the following described premises:

Premises Location No.	Buildings No.
001-104	001-248

the following percentage applies:	2 %
subject to the following minimum, in any one occurrence:	$100,000

As respects Business Income Coverage a 72 hour deductible applies at all premises locations above.

TO UTILITY SERVICES:
Time Element, in any one occurrence: 72 Hours

TO "ELECTRONIC DATA PROCESSING EQUIPMENT":
in any one occurrence: $1,000

TO "ELECTRONIC DATA PROCESSING DATA AND MEDIA":
in any one occurrence: $1,000

TO LAW ENFORCEMENT ANIMALS
in any one occurrence: $1,000

BUSINESS INCOME:
As respects Business Income Coverage, for which no other deductible is stated above or in the coverage description, a 72 hour deductible applies.

ANY OTHER COVERED LOSS:
in any one occurrence: $25,000

AMENDMENTS:

CAUSES OF LOSS-EQUIPMENT BREAKDOWN	DX T3 19
WINDSTORM OR HAIL DEDUCTIBLE	DX T3 37
ELECTRONIC VANDALISM LIMITATION ENDT	DX T3 98
EMERGENCY EVACUATION EXPENSE	DX T4 49
EXCL OF CERTAIN COMPUTER RELATED LOSSES	IL F0 22
COMMON POLICY CONDITIONS - TPEG	IL T0 52
EXCL OF LOSS DUE TO VIRUS OR BACTERIA	IL T3 82
AMNDT COMMON POLICY COND-PROHIBITED COVG	IL T4 12
CAP ON LOSSES CERTIFIED ACT OF TERRORISM	IL T4 14
WELCOME TO THE TEXAS PUBLIC ENTITY GROUP	PN T5 99

Rating Basis

Rating Basis is Based on 100% Values for Blanket Locations plus Scheduled Locations Limits plus Time Element Limits.

Total Rating Basis:	**$365,301,541**
Building Rate:	**0.0830**
Business Personal Property Rate:	**0.0700**
Time Element Rate:	**0.0210**
Premium for Policy Period:	**$314,481**

Note: *The Premium shown above includes the premium charged for Equipment Breakdown coverage. The premium for Equipment Breakdown coverage is $18,130.*

If you elect not to purchase Equipment Breakdown coverage, please contact your Account Executive and a revised quote without Equipment Breakdown coverage will be sent to you.

DELUXE PROPERTY COVERAGE PART SCHEDULE - SPECIFIC LIMITS

Prem	Bldg.	Description of Coverage or Property	Limits of Insurance
77	221	Buildings	$31,000

Inland Marine

IM PAK

State	Premises / Bldg Number	Coverage		Limits of Insurance & Deductibles
		Contractor's Equipment	$	1,000
		Listed Items	$	11,996,615
		Unlisted Items	$	250,000
		Not To Exceed	$	5,000 per item
		Leased or Rented Items	$	100,000 per item
		Newly Acquired Contractors Equipment	$	250,000
		Replacement Items	$	
		Rental Cost	$	5,000 per item
		Loss to any one Replacement Item	$	100,000 per item
		Maximum Amount of Payment	$	12,346,615
		Flood Limit of Insurance	$	1,000,000
		Flood Annual Aggregate Limit of Insurance	$	1,000,000
		Earth Movement Limit of Insurance	$	1,000,000
		Earth Movement Annual Aggregate Limit of Insurance	$	1,000,000
		Basic Deductible	$	1,000
		Flood Deductible	$	50,000
		Earth Movement Deductible	$	50,000
		Windstorm Deductible	$	1,000

EXCL OF CERTAIN COMPUTER RELATED LOSSES	IL F0 22
EXCL OF LOSS DUE TO VIRUS OR BACTERIA	IL T3 82
AMNDT COMMON POLICY COND-PROHIBITED COVG	IL T4 12
CAP ON LOSSES CERTIFIED ACT OF TERRORISM	IL T4 14
WELCOME TO THE TEXAS PUBLIC ENTITY GROUP	PN T5 99

ADDITIONAL COVERAGE INFORMATION

Other

IM PAK Modifiers

IM PAK will use policy language attachments rather than endorsements (refer to the IM PAK section).

Modifier Number	Name
0654	Programming Errors F
0463	Texas Exception To Date-Related Loss Excl

Gross Premium: $13,961

General Liability – Occurrence

Option 1

Coverage	Limit
General Aggregate Limit	$2,000,000
Products/Completed Operations Aggregate Limit	$2,000,000
Personal and Advertising Injury Liability Any One Person or Organization Limit	$1,000,000
Each Occurrence Limit	$1,000,000
The following limits apply:	
Damage to Premises Rented to You Limit (Any One Premises)	$100,000
Medical Expense Limit (Any One Person)	Excluded
Sewage Back-Up Limit	Excluded
Failure To Supply Limit	Excluded

Statutory Cap Limits Of Insurance Endorsement

Texas Each Person Statutory Cap Limit	$100,000
Texas Each Occurrence Statutory Cap Limit	$300,000
Texas Property Damage Statutory Cap Limit	$100,000

DEDUCTIBLES

The following deductibles (Loss Only) apply:

Deductible Each Occurrence (Bodily Injury/Property Damage)	$25,000

General Liability – Occurrence

AMENDMENTS

XTEND ENDORSEMENT FOR PUBLIC ENTITIES

MOBILE EQUIPMENT REDEFINED - PUBLIC ENTITIES

AMENDMENT - POLLUTION EXCLUSION

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

EXCLUSION - INJURY TO VOLUNTEER FIREFIGHTERS

EXCLUSION - LAW ENFORCEMENT ACTIVITIES OR OPERATIONS

COVERAGE C - MEDICAL PAYMENTS EXCLUSION

EXCLUSION - EMPLOYEES AND VOLUNTEER WORKERS AS INSUREDS FOR CERTAIN BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE

EXCLUSION - PUBLIC USE OF PRIVATE PROPERTY

FUNGI OR BACTERIA EXCLUSION

EXCLUSION - DISCRIMINATION

EXCLUSION - PROFESSIONAL HEALTH CARE SERVICES - PUBLIC ENTITIES

EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS

EXCLUSION - FAILURE TO SUPPLY

EXCLUSION - LEAD

EXCLUSION - NUCLEAR ENERGY LIABILITY

AMENDMENT OF COMMON POLICY CONDITIONS - PROHIBITED COVERAGE - UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS

AMENDMENT - NON CUMULATION OF EACH OCCURRENCE LIMIT OF LIABILITY AND NON CUMULATION OF PERSONAL AND ADVERTISING INJURY LIMIT

AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION - EXCEPTION FOR DAMAGES ASSUMED IN AN INSURED CONTRACT APPLIES ONLY TO NAMED INSURED

EXCLUSION - DESIGNATED ACTIVITIES OR OPERATIONS - THE FOLLOWING ARE EXCLUDED:

EXPO CENTER

HOSPITAL, NURSING HOME, REHABILITATION FACILITY, MEDICAL CLINIC OR OTHER TYPE OF MEDICAL FACILITY

LANDFILL

RODEO ARENA

WATER PARK

EXCLUSION - ABUSE AND MOLESTATION

ATHLETIC PARTICIPANTS

EXCLUSION - COMMUNICABLE DISEASES

Gross Premium	$27,213

Employee Benefits Liability – Claims Made

Option 1

Coverage	Limit
Aggregate Limit	$3,000,000
Each Employee Limit	$1,000,000

DEDUCTIBLES

The following deductibles (Loss Only) apply:

Each Employee Deductible (Loss Only)	$1,000
Retroactive Date:	None

Gross Premium $475

Law Enforcement Liability – Claims Made

Option 1

Coverage	Limit
Aggregate Limit	$2,000,000
Each Wrongful Act Limit	$2,000,000
Retroactive Date	10/01/2016

Statutory Cap Limits Of Insurance Endorsement

Texas Each Person Statutory Cap Limit	$100,000
Texas Bodily Injury And Personal Injury Statutory Cap Limit	$300,000
Texas Property Damage Statutory Cap Limit	$100,000

DEDUCTIBLES

Deductibles apply to damages & defense expenses unless required otherwise by state regulation.

The following deductible (Damages and Defense Expenses) applies:

Each Wrongful Act Deductible - Damages and Defense Expenses	$50,000

AMENDMENTS

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

AMENDMENT OF COMMON POLICY CONDITIONS - PROHIBITED COVERAGE -UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS

AMENDMENT OF LAW ENFORCEMENT ACTIVITIES OR OPERATIONS

MOBILE EQUIPMENT REDEFINED - EXCLUSION OF VEHICLES SUBJECT TO MOTOR VEHICLE LAWS

FUNGI OR BACTERIA EXCLUSION

UNMANNED AIRCRAFT EXCLUSION-WITH EXCEPTION FOR DESIGNATED AIRCRAFT

Gross Premium $179,339

Public Entity Management Liability – Claims Made

Option 1

Coverage	Limit
Aggregate Limit	$2,000,000
Each Wrongful Act Limit	$2,000,000
Retroactive Date:	09/01/2013

DEDUCTIBLES

Deductibles apply to damages & defense expenses unless required otherwise by state regulation.

The following deductible (Damages and Defense Expenses) applies:

Each Wrongful Act Deductible - Damages and Defense Expenses	$25,000

AMENDMENTS

AMENDMENT OF JOINT POWERS AUTHORITY DEFINITION

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

AMENDMENT OF NETWORK AND INFORMATION SECURITY WRONGFUL ACT DEFINITION

AMENDMENT OF COMMON POLICY CONDITIONS - PROHIBITED COVERAGE - UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS

AMENDMENT Of LAW ENFORCEMENT ACTIVITIES OR OPERATIONS DEFINITION

LIMITED SPECIAL EXPENSES COVERAGE - KEY EMPLOYEES

Limited Special Expenses Aggregate Limit - Key Employees	$25,000
Limited Special Expenses Participation Percentage - Key Employees	10%

DEFENSE EXPENSES REIMBURSEMENT FOR INJUNCTIVE RELIEF SUITS

Defense Expenses Reimbursement Limit - Aggregate	$50,000
Defense Expenses Reimbursement Limit - Each Wrongful Act	$50,000
Injunctive Relief Each Wrongful Act Participation Amount	10%

The Following Are Excluded When "Yes" Is Indicated Below. If "No" Is Indicated, An Amendment And/Or Manuscript Endorsement May Be Required.

Yes	Airport	Yes	Transit Authorities
Yes	Health Care Facilities: Clinics	Yes	Gas Utilities
Yes	Health Care Facilities: Hospital	Yes	Electric Utilities
Yes	Health Care Facilities: Blood Banks	Yes	Housing Authorities
Yes	Health Care Facilities: Nursing Homes	Yes	Schools or School Districts
Yes	Health Care Facilities: Rehabilitation Facilities	Yes	Joint Powers Authority
Yes	Port Authorities		

Gross Premium $22,026

Public Entity Employment-Related Practices Liability – Claims Made

Option 1

IMPORTANT NOTICE –

Defense expenses are payable within the limits of Insurance.

Coverage	Limit
Aggregate Limit	$2,000,000
Each Wrongful Employment Practice Offense Limit	$2,000,000

DEDUCTIBLES

Deductibles apply to damages & defense expenses unless required otherwise by state regulation.

The following deductible (Damages and Defense Expenses) applies:

Each Wrongful Employment Practice Offense Deductible - Damages and Defense Expenses	$25,000
Retroactive Date:	09/01/2013

AMENDMENTS

AMENDMENT OF JOINT POWERS AUTHORITY DEFINITION

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

EXCLUSION - OTHER EMPLOYMENT LAWS

AMENDMENT OF COMMON POLICY CONDITIONS - PROHIBITED COVERAGE - UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS

The Following Are Excluded When "Yes" Is Indicated Below. If "No" Is Indicated, An Amendment And/Or Manuscript Endorsement May Be Required.

Yes	Airport	Yes	Transit Authorities
Yes	Health Care Facilities: Clinics	Yes	Gas Utilities
Yes	Health Care Facilities: Hospital	Yes	Electric Utilities
Yes	Health Care Facilities: Blood Banks	Yes	Housing Authorities
Yes	Health Care Facilities: Nursing Homes	Yes	Schools or School Districts
Yes	Health Care Facilities: Rehabilitation Facilities	Yes	Joint Powers Authority
Yes	Port Authorities		

Gross Premium $67,794

Automobile Liability

Option 1

Liability Coverage	Auto Symbols	Limits
Liability	1 only	$1,000,000
Uninsured/Underinsured Motorist	2 only	Rejected

Number of autos, excluding trailers	760
Number of trailers	121

Statutory Cap Limits Of Insurance Endorsement

Texas Bodily Injury Each Person Limit - Statutory Cap	$100,000
Texas Bodily Injury Total Limit - Statutory Cap	$300,000
Texas Property Damage or Pollution Cost or Expense Limit - Statutory Cap	$100,000

Automobile Liability

AMENDMENTS

AMENDMENT OF BODILY INJURY DEFINITION

PUBLIC ENTITY AUTO EXTENSION

PROFESSIONAL SERVICES NOT COVERED

EMERGENCY SERVICES - VOLUNTEER FIREFIGHTERS' & WORKERS' INJURIES EXCLUDED

AMENDMENT OF EMPLOYEE DEFINITION

AMENDMENT OF COMMON POLICY CONDITIONS - PROHIBITED COVERAGE - UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS

Gross Premium	$318,361

Automobile Physical Damage

Option 1

Coverage	Valuation	Units	Deductible
Symbol 10,8			
Comprehensive	Actual Cash Value	665	$2,500
Comprehensive	Agreed Value	31	$2,500
Collision	Actual Cash Value	665	$2,500
Collision	Agreed Value	31	$2,500

Garagekeepers Legal Liability Locations	Comp. Limit	Coll. Limit	Comp. Ded	Coll. Ded
3181 SE Inner Loop Georgetown, TX 78626	100,000	100,000	$500/$2500	$1000
Total	100,000	100,000		

DESCRIBED AUTOS

Symbol 10: COMPREHENSIVE AND COLLISION COVERAGE APPLIES TO ANY AUTO WITH MODEL YEAR 2015 AND NEWER OR GREATER THAN $25,000 IN VALUE.

Auto Physical Damage

AMENDMENTS

PUBLIC ENTITY AUTO EXTENSION

HIRED AUTO PHYSICAL DAMAGE-LOSS OF USE-COMPREHENSIVE/COLLISION-(DEDUCTIBLE: $1,000/$1,000)

Gross Premium	$142,455

Automobile Composite Rating

Automobile Composite Rating

In order to provide our insureds better service and administrative efficiency, Travelers Public Sector Services is pleased to provide the following process for handling mid-term automobile change requests. All requests will be managed in accordance with the Composite Rate Application outlined below. The insured should continue to submit all change requests to their agent for accurate record keeping and claims verification purposes. Particular attention should be paid to Item 5, which specifies the types of automobiles that will continue to require reporting to the Company.

Composite Rate Application

1. If your policy includes the coverage for which a composite rate is designated in the table below then the premium for that coverage is composite rated. Automobile Liability is rated on a "per unit" basis and Automobile Physical Damage is rated on the basis of the original cost new of the autos. **The composite rates reflect premium charges for any applicable miscellaneous auto coverages, with the exception of Garagekeepers Legal Liability.**
2. The composite rates for Automobile Liability and Physical Damage are the rates applicable at the inception of the policy. Based on the information provided for this proposal and as of the date of this proposal, these rates are as follows:

Liability	Comprehensive	Collision
$419	0.171	0.210

3. The premium charged at inception is the estimated annual premium based on the number of units and total original cost new for all covered autos on file with the company at inception. The insured is to submit a current schedule of owned automobiles as of the expiration of the policy and the total earned premium will be computed on the basis of the average net change in units and their corresponding original cost new for the policy term.
4. All autos added will carry the same Liability limits and Physical Damage deductibles issued at policy inception for autos of the same type.
5. Any new auto requiring valuation other than actual cash value must be reported within 30 days of acquisition. These autos will be added to the policy automobile schedule mid-term and a final premium will be determined at policy expiration.

Umbrella Excess Liability

Option 1

Coverage	Limit
General Aggregate Limit	$3,000,000
Products – Completed Operations Aggregate Limit	$3,000,000
Occurrence Limit	$3,000,000
Crisis Management Service Expenses Limit	$50,000
Self Insured Retention Any One Occurrence or Event	$10,000

Statutory Cap Limits Of Insurance Endorsement

For Umbrella Statutory Cap Limits, refer to the applicable underlying insurance Statutory Cap Limits Of Insurance Endorsement

Coverage is provided over the following underlying coverages:	Limit
General Liability Limit	$1,000,000
Employee Benefits Liability	$1,000,000
Auto Liability	$1,000,000
Public Entity Management Liability	
Public Entity Employment-Related Practices Liability	$2,000,000
Employers Liability	
	$2,000,000
	$1,000,000/$1,000,000/$1,000,000

Umbrella Excess Liability

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

AMENDMENTS

POLICY DECLARATIONS - EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY

SCHEDULE OF UNDERLYING INSURANCE

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

COVERAGE FOR FINANCIAL INTEREST IN FOREIGN INSURED ORGANIZATIONS

FAILURE TO SUPPLY EXCLUSION - COVERAGES A AND B

FUNGI OR BACTERIA EXCLUSION - COVERAGES A AND B

MOBILE EQUIPMENT RACING EXCLUSION - COVERAGE B

NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM) - COVERAGES A AND B

AMENDMENT OF COVERAGE - DEFINITIONS

PUBLIC USE OF PRIVATE PROPERTY EXCLUSION - COVERAGES A AND B

FOLLOW-FORM LIMITATION -COVERAGE B

WATERCRAFT LIABILITY EXCLUSION - COVERAGE B

AMENDMENT OF UNDERLYING INSURANCE DEFINITION

AMENDMENT OF WHO IS AN INSURED - EMPLOYEES AND VOLUNTEER WORKERS - COVERAGE B

DISCRIMINATION EXCLUSION - COVERAGE B

INJURY TO VOLUNTEER FIREFIGHTERS EXCLUSION - COVERAGE B

LAW ENFORCEMENT ACTIVITIES OR OPERATIONS EXCLUSION - COVERAGE B

LEAD EXCLUSION - COVERAGE B

POLLUTION NOT RELATED TO AUTOS EXCLUSION - PUBLIC ENTITIES OR INDIAN TRIBES - COVERAGE A

PROFESSIONAL HEALTH CARE SERVICES EXCLUSION WITH LIMITED EXCEPTION FOR DESIGNATED PROFESSIONALS - COVERAGES A AND B

DESIGNATED ACTIVITIES OR OPERATIONS EXCLUSION - COVERAGE B

ABUSE OR MOLESTATION EXCLUSION - COVERAGE B

NON CUMULATION OF OCCURRENCE LIMIT

STATUTORY CAP LIMITS OF INSURANCE ENDORSEMENT

DESIGNATED ACTIVITIES OR OPERATIONS EXCLUSION - COVERAGE B - THE FOLLOWING ARE EXCLUDED:

EXPO CENTER

HOSPITAL, NURSING HOME, REHABILITATION FACILITY, MEDICAL CLINIC OR OTHER TYPE OF MEDICAL FACILITY

LANDFILL

RODEO ARENA

WATER PARK

ATHLETIC PARTICIPANTS

Gross Premium	$93,391

Workers' Compensation/Employers' Liability

Coverage		Limits
Workers' Compensation	Statutory Requirements	
Employers' Liability	Bodily Injury By Accident	
	Each Accident	$1,000,000
	Bodily Injury By Disease	
	Policy Limit	$1,000,000
	Each Employee	$1,000,000

Workers Compensation and Employers Liability Insurance Policy WC 00 00 00 (C)

Policy Declarations

Workers Compensation Information Page - Except New Jersey WC 00 00 01 (A)

Item1. Named Insured: As per Schedules

Item 3.A. State(s) of: TX

Item 3.C. State(s) of: AL AR AZ CA CO CT DC DE FL GA HI IA ID IL IN KS KY LA MA MD ME MI MN MO MS MT NC NE NH NJ NM NV NY OK OR PA RI SC SD TN UT VA VT WI WV

Amendments:

- **Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement**
  Countrywide except FL, ND, OH, PR, VI, WA, WY WC 00 04 22 (B)

Premium Schedule

Total Estimated Annual Standard Premium including Expense Constant	$1,133,831
Premium Discount	$134,907
Terrorism	$20,250
Total Estimated Premium	$1,019,174
Deposit Amount Due	$1,019,174
Total Payroll	$119,115,865

The experience rating modification factor applied to this policy may change. We will apply any change in accordance with our manual rules and state law. A change in your experience rating modification may increase or decrease your premium.

NOTE – TERRORISM PREMIUM CHARGES ARE SUBJECT TO CHANGE AT ANY TIME BASED ON STATE REGULATORY ACTION.

Terrorism Risk Insurance Act Disclosure

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). "Act Of Terrorism" is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is established by TRIA and is a percentage of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA). Through 2020, that percentage is established by TRIA as follows:

85% with respect to such Insured Losses occurring in calendar year 2015.

84% with respect to such Insured Losses occurring in calendar year 2016.

83% with respect to such Insured Losses occurring in calendar year 2017.

82% with respect to such Insured Losses occurring in calendar year 2018.

81% with respect to such Insured Losses occurring in calendar year 2019.

80% with respect to such Insured Losses occurring in calendar year 2020.

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds $100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed $100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For Workers Compensation and Employers Liability coverage, the charge for such Insured Losses is an additional premium, which is reflected in the enclosed Workers Compensation and Employers Liability premium schedule. Note: terrorism premium charges listed in that schedule are subject to change at any time based on state regulatory action. For coverages other than Workers Compensation and Employers Liability that apply to such Insured Losses, the charge for such Insured Losses is included in the premium for such coverage and is listed below. Any charges for Insured Losses, regardless of coverage type, do not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA.

Coverage	**Included Charge For *Insured Losses***
Property	3% of the total Property Coverage premium.
Inland Marine	1% of the applicable premium.
Workers Compensation	See workers compensation premium schedule. Note – terrorism premium charges are subject to change at any time based on state regulatory action.
All other coverages subject to TRIA	1% of the applicable premium.

Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website:

http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183

Payment Plan

Estimated Premium Due*

Agency Billing

The estimated gross premium due is $2,198,670, which represents all lines of insurance and additional services detailed in this proposal, to be billed as follows:

Due Date	Gross Amount	Type
10/1/2020	$2,198,670	Prepaid

**The estimated premium shown above may differ from actual premiums shown on the policies and installment bills due to installment charges, estimated taxes and surcharges, as well as rounding.*

If there are changes in your coverages or exposures during the policy year which result in a material change in your premium, we will adjust the amount due on all future installments for this policy term. Other changes during the year which are not material, will be billed at audit.

Bills are sent approximately 45 days in advance of the due date. Remittance envelopes are included for mailing to our lock box for prompt crediting to your account. All bills are due and payable on the indicated due date.

Premium Schedule

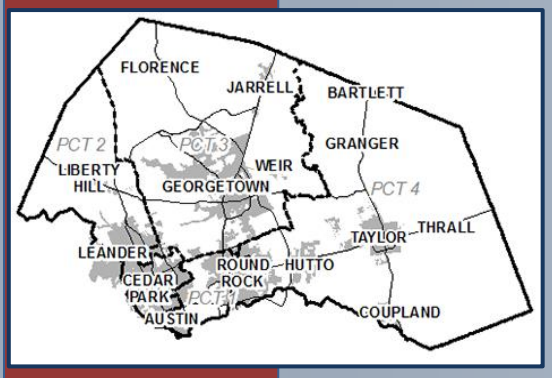
Coverage	Gross Premium
Deluxe Property	$314,481
Inland Marine	$13,961
General Liability	$27,213
Employee Benefits Liability	$475
Law Enforcement Liability	$179,339
Public Entity Management Liability	$22,026
Public Entity Employment–Related Practices Liability	$67,794
Auto Liability	$318,361
Auto Physical Damage	$142,455
Umbrella Excess Liability	$93,391
Workers' Compensation	$1,019,174
Total	$2,198,670
Taxes & Surcharges	$0

Note: *The estimated premium shown in the Premium Schedule and Quote Options, if any, may differ from actual premiums shown on the policies and installment bills due to installment charges, estimated taxes and surcharges, as well as rounding. Estimated taxes and surcharges may differ depending on selection of Quote Options, if any.*

IMPORTANT NOTE REGARDING ACCOUNT MINIMUM PREMIUM
The lines of business shown in the *Premium Schedule and Quote Options, if any*, are subject to a $5,000 account minimum premium. If the line(s) of business selected for binding do not total at least $5,000, then the premiums shown for those lines of business will be adjusted to total $5,000.

WILLIAMSON COUNTY
1848

Insurance Renewal Review



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Section 10	Premium Summary

Property / Boiler & Machinery Insurance

	10/1/19 - 10/1/20	10/1/20 - 10/1/21
Building & Personal Property	$343,125,458	$365,301,541
Mobile Equipment	$9,647,187	$12,346,615
Hardware, Software & Media	Included	Included
Total Insured Value	**$352,772,645**	**$377,648,156**
Sub-Limits:		
Boiler & Machinery	Full Policy Limits	Full Policy Limits
Flood - Category 1	$10,000,000	$10,000,000
Flood - Category 2	$2,500,000	$2,500,000
Flood - Category 3	$1,000,000	$1,000,000
Law Enforcement Animals	$100,000	$100,000
Earthquake	$10,000,000	$10,000,000
Extra Expense/Gross Earnings	$1,500,000	$1,500,000
Increase Cost of Construction	$1,000,000	$1,000,000
Newly Acquired Property	$2,000,000	$2,500,000
Debris Removal	Lesser of 25% of loss or $2,500,000	Lesser of 25% of loss or $2,500,000
Valuable Papers	$1,000,000	$1,000,000
Expediting Expense	$500,000	$500,000
Fungus, Mold and Mildew	$25,000	$25,000
Unscheduled Outdoor Property	Within 1,000 ft of building	Within 1,000 ft of building
Deductibles:		
All Other Perils	$25,000	$25,000
Flood - Category 1	$25,000	$25,000
Flood - Category 2	$100,000	$100,000
Earthquake	$25,000	$25,000
Boiler & Machinery	$25,000	$25,000
Mobile Equipment	$1,000	$1,000
Law Enforcement Animals	$1,000	$1,000
Wind & Hail	2%; $100,000 Minimum	2%; $100,000 Minimum
Premium (Inc. Terrorism)	**$280,715**	**$328,442**

This is an exhibit for basic comparison purposes, and does not change, alter or amend the terms & conditions within the actual insurance policies.

Crime Insurance

	10/1/19 - 10/1/20	10/1/20 - 10/1/21
Public Employee Dishonesty	$500,000	$500,000
Faithful Performance	$500,000	$500,000
Money & Securities	$500,000	$500,000
Forgery & Alteration	$500,000	$500,000
Robbery or Safe Burglary	$500,000	$500,000
Computer Fraud	$500,000	$500,000
Funds Transfer Fraud	$500,000	$500,000
Money Orders & Counterfeit	$500,000	$500,000
Deductible	$5,000	$5,000
Premium:	**Included in Cyber**	**Included in Cyber**

This is an exhibit for basic comparison purposes, and does not change, alter or amend the terms and conditions within the actual insurance policies.

General Liability Insurance

	10/1/19 - 10/1/20	10/1/20 - 10/1/21
Bodily Injury Per Person	$1,000,000	$1,000,000
Bodily Injury Per Accident	$2,000,000	$2,000,000
Property Damage	Included	Included
Personal Adv Injury - Per Claim	$1,000,000	$1,000,000
Personal Adv Injury - Aggregate	$2,000,000	$2,000,000
Damage to Premises	$100,000	$100,000
EBL - Each Wrongful Act	$1,000,000	$1,000,000
EBL - Total Limit	$3,000,000	$3,000,000
GL Deductible	$25,000	$25,000
EBL Deductible	$1,000	$1,000
Premium:	**$21,052**	**$27,688**

This is an exhibit for basic comparison purposes, and does not change, alter or amend the terms and conditions within the actual insurance policies.

Cyber Liability Insurance

	10/1/19 - 10/1/20	10/1/20 - 10/1/21
Security & Privacy Liab/Expense	$2,000,000	$2,000,000
Regulatory Action	$2,000,000	$2,000,000
Event Management	$2,000,000	$2,000,000
Cyber Extortion	$2,000,000	$2,000,000
Deductible:	$25,000	$25,000
Premium:	**$48,897**	**$49,124**

This is an exhibit for basic comparison purposes, and does not change, alter or amend the terms and conditions within the actual insurance policies.

Law Enforcement Liability Insurance

	10/1/19 - 10/1/20	10/1/20 - 10/1/21
Aggregate Limit	$2,000,000	$2,000,000
Per Wrongful Act	$2,000,000	$2,000,000
Deductible	$25,000	$50,000
Premium:	**$123,179**	**$179,339**

This is an exhibit for basic comparison purposes, and does not change, alter or amend the terms and conditions within the actual insurance policies.

Public Officials/Employment Practices Liability

	10/1/19 - 10/1/20	10/1/20 - 10/1/21
Aggregate Limit	$2,000,000	$2,000,000
Per Wrongful Act	$2,000,000	$2,000,000
EPL - Aggregate	$2,000,000	$2,000,000
EPL - Per Wrongful Act	$2,000,000	$2,000,000
Retro-Active Date	9/1/2013	9/1/2013
Deductible	$25,000	$25,000
Premium:	**$62,400**	**$89,820**

This is an exhibit for basic comparison purposes, and does not change, alter or amend the terms and conditions within the actual insurance policies.

Automobile Liability and Physical Damage

	10/1/19 - 10/1/20	10/1/20 - 10/1/21
Bodily Injury - Per Person	$1,000,000	$1,000,000
Bodily Injury - Per Accident	$1,000,000	$1,000,000
Property Damage	$1,000,000	$1,000,000
Personal Injury Protection	Excluded	Excluded
Liability Deductible	$0	$0
Physical Damage Deductible	$2,500	$2,500
Hired Car Physical Damage		
Maximum Per Vehicle	$50,000	$50,000
Comprehensive Deductible	$2,500	$2,500
Collision Deductible	$2,500	$2,500
Garage keepers		
Maximum Per Vehicle	$50,000	$50,000
Comprehensive Deductible	$500; $2,500 Max	$500; $2,500 Max
Collision Deductible	$2,500	$2,500
# of Vehicles/Trailers for AL	775	881
# of Vehicles/Trailers for APD	553	696
Auto Liability Premium	$230,372	$318,361
Auto PD Premium	$93,233	$142,455
Total Premium	**$323,605**	**$460,816**

This is an exhibit for basic comparison purposes, and does not change, alter or amend the terms and conditions within the actual insurance policies.

Workers Compensation Insurance

	10/1/19 - 10/1/20	10/1/20 - 10/1/21
Annual Payroll	$110,598,266	$119,115,865
Limits		
Workers Compensation	Statutory	Statutory
Employers Liability		
Death by Accident	$1,000,000	$1,000,000
Death by Disease	$1,000,000	$1,000,000
Aggregate	$1,000,000	$1,000,000
Deductible	$0	$0
Premium	**$886,524**	**$1,019,174**

This is an exhibit for basic comparison purposes, and does not change, alter or amend the terms and conditions within the actual insurance policies.

Umbrella

	10/1/2019 - 10/1/20	10/1/20 - 10/1/21
Aggregate Limit	$3,000,000	$3,000,000
Occurrence Limit	$3,000,000	$3,000,000
Self-Insured Retention:	$10,000	$10,000
Underlying Coverages		
General Liability	Yes	Yes
Employee Benefits Liability	Yes	Yes
Auto Liability	Yes	Yes
Law Enforcement Liability	Yes	No
Public Officials Liability	Yes	Yes
Employers Liability	Yes	Yes
Premium:	**$74,672**	**$93,391**

Option - Add $3M Law Enforcement Liability Umbrella - $320,939.85

This is an exhibit for basic comparison purposes, and does not change, alter or amend the terms and conditions within the actual insurance policies.

Premium Summary

	10/1/2019 - 10/1/2020	10/1/2020 - 10/1/2021
Property / Boiler & Machinery	$280,715	$328,442
General Liability	$21,527	$27,688
Law Enforcement Liability	$123,179	$179,339
Public Officials Liability	$62,400	$89,820
Crime	Included in Cyber	Included in Cyber
Cyber Liability	$48,897	$49,124
Auto Liability	$230,372	$318,361
Auto Physical Damage	$93,233	$142,455
Workers Compensation	$886,524	$1,019,174
Umbrella	$74,672	$93,391
Total Cost	**$1,821,519**	**$2,247,794**

Option – Add $3M Law Enforcement Liability Umbrella - $320,939.85

TRAVELERS

Wrap+®

Adrian K Mallo
385 Washington St.
SB-02U Central Underwriting Facility
ST. PAUL, MN 55102
Phone: (651) 310-7002
Email: AMALLO@travelers.com

July 30, 2020

nancy aviles
LEE INSURANCE SERVICES
4228 N CENTRAL EXPY
STE 220
DALLAS, TX 75206

RE: **Insured Name:** WILLIAMSON COUNTY
100 WILCO WAY STE HR101
GEORGETOWN, TX 78628
Expiring Policy Number: 107151511
Policy Period: October 1, 2020 to October 1, 2021

Dear nancy aviles:

On behalf of **Travelers Casualty and Surety Company of America** we are pleased to provide the attached proposal of insurance for your review.

The quotes contained in this document are valid until the expiration of your current policy, and are subject to the provision of, and Travelers' review and acceptance of, the required underwriting information noted in the Contingencies section. Travelers reserves the right to change the quotes in this document, or to refuse to bind coverage entirely, based on review of the required underwriting information or based on adverse change in the risk(s) to be insured prior to the quote expiration date noted in this document.

Please note that we require a response to this document prior to expiration of the Insured's current policy in order to facilitate policy renewal. The insured's current policy will expire and not be renewed in the absence of a request, and Travelers' agreement, to bind coverage.

Travelers is pleased to offer Risk Management PLUS+ Online®, the industry's most comprehensive program for mitigating your management liability exposures, which is available to you at no additional cost. Please visit **www.rmplusonline.com** to view the services that are available. If you have additional questions about the site please contact your Underwriter.

Travelers Casualty and Surety Company of America, a subsidiary of The Travelers Companies, Inc., has consistently earned high ratings for financial strength and claims-paying ability from independent rating services, including a current A.M. Best rating of A++*. Founded in 1853, The Travelers Companies, Inc. is a Fortune 500 company, a component of the Dow Jones Industrial Average, and a leading provider of property casualty insurance for businesses.

Thank you for considering Travelers for your client's insurance coverages. We look forward to discussing this opportunity with you.

Sincerely,

Adrian K Mallo
Travelers Bond & Specialty Insurance

*A.M. Best's rating of A++ applies to Travelers Casualty and Surety Company of America as well as to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Companies pool; other subsidiaries are included in another rating pool or are separately rated. For a listing of companies rated by A.M. Best and other rating services visit www.travelers.com. Ratings listed herein are as of October 2019, are used with permission, and are subject to changes by the rating services. For the latest rating, access www.ambest.com.

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Travelers Casualty and Surety Company of America
QUOTE OPTION #1

CRIME COVERAGES:

Crime Insuring Agreements	Single Loss Limit of Insurance	Single Loss Retention	Crime Insuring Agreements	Single Loss Limit of Insurance	Single Loss Retention
A - Fidelity			**F - Computer Crime**		
1. Employee Theft	See Endorsement		1. Computer Fraud	$500,000	$5,000
2. ERISA Fidelity	Not Covered		2. Computer Program and Electronic Data Restoration Expense	Not Covered	
3. Employee Theft of Client Property	Not Covered				
B - Forgery or Alteration	$500,000	$5,000	**G - Funds Transfer Fraud**	$500,000	$5,000
C - On Premises	$500,000	$5,000	**H - Personal Accounts Protection**		
			1. Personal Accounts Forgery or Alteration	Not Covered	
			2. Identity Fraud Expense Reimbursement	Not Covered	
D - In Transit	$500,000	$5,000	**I - Claim Expense**	$5,000	$0
E - Money Orders and Counterfeit Money	$500,000	$5,000			

Insured's Premises Covered: Worldwide, except

CYBER COVERAGE:

Liability	Limit	Retention
Privacy and Security	$2,000,000	$25,000
Payment Card Costs	$2,000,000	Subject to Privacy and Security Retention
Media	$2,000,000	$25,000
Regulatory Proceedings	$2,000,000	$25,000
Breach Response	**Limit**	**Retention**
Privacy Breach Notification	1,000,000 impacted parties	impacted parties threshold 100
Computer and Legal Experts	$1,000,000 which is separate from the CyberRisk Aggregate Limit	
Betterment	$100,000	
Cyber Extortion	$2,000,000	$25,000
Data Restoration	$2,000,000	$25,000
Public Relations	$2,000,000	$25,000
Cyber Crime	**Limit**	**Retention**
Computer Fraud	$1,000,000	$5,000
Funds Transfer Fraud	$1,000,000	$5,000
Social Engineering Fraud	$100,000	$5,000
Telecom Fraud	$100,000	$5,000
Business Loss	**Limit**	**Retention**
Business Interruption	$2,000,000	

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Dependent Business Interruption	$100,000	
Dependent Business Interruption - System Failure	$100,000	
Dependent Business Interruption - Outsource Provider	$100,000	
Dependent Business Interruption - Outsource Provider - System Failure	$100,000	
Reputation Harm	$250,000	$25,000
System Failure	$2,000,000	

Additional First Party Provisions

Accounting Costs Limit: $25,000

Betterment Coparticipation: 50%

Period Of Restoration: 180 days

Period Of Indemnity: 30 days

Wait Period: 8 hours

Knowledge Date: October 01, 2019

P&P Date: October 01, 2019

Retro Date: N/A

TOTAL ANNUAL PREMIUM - $49,124.00

(Other term options listed below, if available)

LIMIT DETAIL:

Shared Additional Defense Limit of Liability: N/A

Crime Policy Aggregate Limit of Insurance: N/A

CyberRisk Policy Aggregate Limit: $2,000,000

EXTENDED REPORTING PERIOD AND RUN-OFF:

Extended Reporting Period for Cyber Coverage:

Additional Premium Percentage: 75%

Additional Months: 12

Run-Off Extended Reporting Period for Cyber Coverage:

Additional Premium Percentage: N/A

Additional Months: N/A

CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:

Duty to Defend

PREMIUM DETAIL:

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium

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1 Year	Prepaid	$49,124.00	$0.00	$0.00	$49,124.00	$49,124.00

POLICY FORMS APPLICABLE TO QUOTE OPTION # 1:

ACF-2001-0119	Modular Declarations Page
AFE-16001-0119	General Conditions
CRI-3001-0109	Crime Policy Form
CYB-16001-0119	CyberRisk Coverage

ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 1:

ACF-7006-0511	Removal of Short-Rate Cancellation Endorsement
ACF-7007-0811	Cross-Coverage Notice Endorsement
AFE-17032-0119	Texas Changes Endorsement
AFE-19029-0719	Cap On Losses From Certified Acts Of Terrorism Endorsement
AFE-19030-0719	Federal Terrorism Risk Insurance Act Disclosure Endorsement
CRI-19072-0315	Global Coverage Compliance Endorsement – Adding Financial Interest Coverage and Sanctions Condition and Amending Territory Condition
CRI-19085-0919	Social Engineering Fraud Insuring Agreement Endorsement
CRI-19097-0517	Replace Exclusion BB. Endorsement
CRI-19101-1117	Amendatory Endorsement for Certain ERISA Considerations
CRI-19115-0519	Telecommunication Fraud Insuring Agreement Endorsement
CRI-4019-0911	Texas Changes Endorsement
CRI-5044-0613	Texas Cancellation or Termination Endorsement
CRI-7059-0109	Amend Definition of Employee Endorsement
# of Days	*90*
CRI-7126-0109	Government Entity Crime Endorsement - Faithful Performance of Duty
CRI-7129-0109	Government Entity Crime Endorsement Including Coverage for Treasurers and Tax Collectors
CYB-19101-0119	Per Impacted Parties And Computer And Legal Expert Costs Endorsement
CYB-19102-0119	Dependent Business Interruption - System Failure Endorsement
CYB-19104-0219	Dependent Business Interruption - Outsource Provider With System Failure Endorsement
CYB-19105-0119	Conviction Reward Endorsement
CYB-19122-0519	Vendor Or Client Payment Fraud Endorsement
CYB-19123-0519	Bricked Equipment Endorsement
LIA-4028-0912	Texas Changes Endorsement
LIA-5041-1107	Texas Cancellation and Nonrenewal Endorsement

CONTINGENCIES APPLICABLE TO QUOTE OPTION # 1:

This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.

None

QUOTE NOTES:

NOTICES:

It is the agent's or broker's responsibility to comply with any applicable laws regarding disclosure to the policyholder of commission or other compensation we pay, if any, in connection with this policy or program.

Important Notice Regarding Compensation Disclosure

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For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, One Tower Square, Hartford, CT 06183.

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is established by TRIA and is a percentage of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA). Through 2020, that percentage is established by TRIA as follows:

- 85% with respect to such Insured Losses occurring in calendar year 2015.
- 84% with respect to such Insured Losses occurring in calendar year 2016.
- 83% with respect to such Insured Losses occurring in calendar year 2017.
- 82% with respect to such Insured Losses occurring in calendar year 2018.
- 81% with respect to such Insured Losses occurring in calendar year 2019.
- 80% with respect to such Insured Losses occurring in calendar year 2020.

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds $100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed $100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for the terrorism coverage required by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

Coverage Disclaimer:

THIS QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OR COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

THE PRECEDING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS QUOTE. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.

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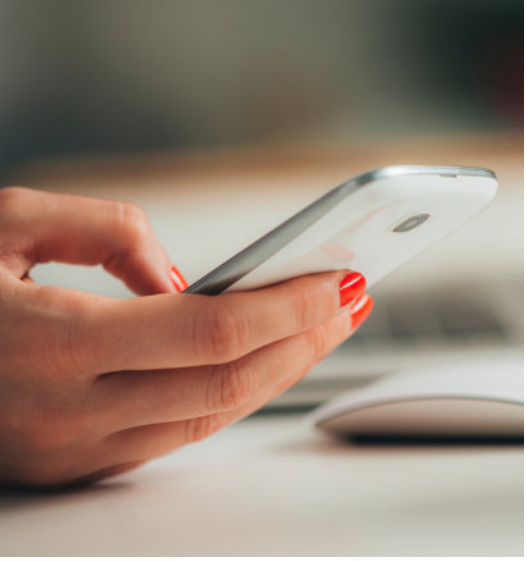

TRAVELERS

CyberRisk Policyholder Benefits

Thank you for choosing Travelers for your cyber insurance needs. As our insured, Travelers provides you with innovative value-added pre and post breach risk management services at ***no additional cost*** to help you protect your business. These current benefits include:

Travelers *eRisk Hub*®:

Access to a private web-based portal containing information and technical resources that can assist you in the prevention of network, cyber and privacy events and support you in a timely response if an incident occurs. Travelers *eRisk Hub* portal powered by *NetDiligence*® features news, content and services from leading practitioners in risk management, computer forensics, forensic accounting, crisis communications, legal counsel, and other highly-specialized segments of cyber risk.

To register for Travelers *eRisk Hub*:

1. **Go to www.eriskhub.com/travelerscyber**
2. **Complete the registration form. Your Access Code is 13881-197**
3. **Once registered, you can access the portal immediately.**

Please note the following:

- Travelers *eRisk Hub* is a private site provided to certain cyber insureds of Travelers. Please do not share portal access instructions with anyone outside your organization. You are responsible for maintaining the confidentiality of the Access Code provided.

- Travelers *eRisk Hub* contains a directory of experienced providers of cyber risk management and breach recovery services. Travelers does not endorse these companies or their respective services. Before you engage any of these companies, we urge you to conduct your own due diligence to ensure the companies and their services meet your needs Unless otherwise indicated or approved, payment for services provided by these companies is your responsibility.

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law.

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SPECIMEN - QUOTE 1

CyberRisk Policyholder Benefits

Travelers Cyber Coaches –

Three cybersecurity coach services are available to help your organization extend your team with expert guidance at no additional cost, as follows:

- **Breach Coach® –**
  Should you experience a data breach event, you may choose to call the Breach Coach listed in the Travelers *eRisk Hub* portal for immediate triage assistance. Your initial consultation of up to one half-hour is at no additional charge. Please be aware that the Breach Coach service is provided by a third-party law firm. Therefore,contacting the Breach Coach does NOT satisfy the claim or first-party notification requirements of your policy.

- **HIPAA Coach –**
  To help your organization identify the cyber related issues HIPAA raises and help minimize potential exposures, you are entitled to consult with a HIPAA Coach listed in the Travelers *eRisk Hub* portal for up to one hour.

- **Security Coach –**
  Talk with a Symantec™ security professional about general cybersecurity questions for up to one hour to help strengthen your organizations security posture with actionable advice and insights listed in the Travelers *eRisk Hub* portal.

Pre-Breach Services provided by Symantec™ :

Preparation is key in helping to mitigate a potential cyber related event. To assist policyholders achieve a higher level of cybersecurity for their organizations Travelers offers the following pre-breach services from Symantec, a global leader in cybersecurity solutions accessible through the Travelers *eRisk Hub*:

- **Symantec™ Cyber Resilience Readiness Assessment and Cyber Security Professional Consultation –**
  An online assessment designed for an organization to quickly understand their current cybersecurity posture while receiving an official report and up to 1 hour consultation with a Symantec security professional to help in improving areas of weakness or vulnerability.

- **Symantec™ Cyber Security Awareness Training Videos –**
  Gain access to security awareness training videos as a method of defense against cybersecurity threats by promoting proactive employee behavior. These courses can be used to complement your employee training requirements.

- **Symantec™ Service Discounts –**
  Obtain meaningful discounts on Symantec products and services including Managed Security Services, Norton for Small Business Software, DeepSight™ Intelligence, Endpoint Encryption, Phishing Readiness and more.

- **Risk Management Whitepapers –**
  Topical insights and expertise on current cyber related trends, risks and threats that face organizations in today's business environment. Available quarterly, these resource guides will help with your organization's preparedness when it comes to cyber related events.

Certain services are being provided to you by Symantec and in using them you must agree to Symantec's terms of use & privacy policy. Travelers Casualty and Surety Company of America and its property casualty affiliates ("Travelers") makes no warranty, guarantee, or representation as to the accuracy or sufficiency of any such services. The use of the services and the implementation of any product or practices suggested by Symantec or NetDiligence is at your sole discretion. Travelers disclaims all warranties, express or implied. In no event will Travelers be liable in contract or in tort for any loss arising out of the use of the services or Symantec's or any other vendor's products. eRisk Hub and Breach Coach are registered trademarks of NetDiligence.

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law.

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SPECIMEN - QUOTE 1

TRAVELERS

July 30, 2020

WILLIAMSON COUNTY
100 WILCO WAY STE HR101
GEORGETOWN, TX 78628

Re: Important Information about **Claims Information Line**

Dear **WILLIAMSON COUNTY**

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

·The information that needs to be included with the claim notice

·The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information

· Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.

Best regards,

Adrian K Mallo

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SPECIMEN - QUOTE 1

TRAVELERS

One Tower Square
Hartford, CT 06183

7/30/2020

WILLIAMSON COUNTY

100 WILCO WAY STE HR101
GEORGETOWN, TX 78628

RE: Risk Management PLUS+ Online® from Travelers Bond & Specialty Insurance (www.rmplusonline.com)

As a Travelers Bond & Specialty Insured you receive risk management services, at no additional cost, to help protect you and your business.

Risk Management PLUS+ Online, is a robust website to assist you in the mitigation of risk relative to employment practices, directors and officers, fiduciary liability, cyber, crime, kidnap & ransom, and identity fraud exposures.

Highlights of Risk Management PLUS+ Online include:

- Thousands of articles on a variety of risk management topics
- Topical webinars and podcasts on current issues
- Checklists to assist in managing risk
- Web based training
- Model Employee Handbook, including policies and forms for downloading or printing that reduce risks in the workplace.

The following Risk Management PLUS+ Online Registration Instructions contain easy, step-by-step instructions to register for this valuable tool. For more information, call 1-888-712-7667 and ask for your Risk Management PLUS+ Online representative. It's that simple.

Thank you for choosing Travelers Bond & Specialty Insurance for your insurance needs. Travelers is a market leader in providing management liability and crime coverages that are specifically customized for your organization.

Instructions for Registration & Orientation to Risk Management PLUS+ Online®

Registration for Site Administrators:
The Site Administrator is the person in your organization who will oversee Risk Management PLUS+ Online for the organization. The Site Administrator is typically a person who leads human resources and/or financial functions or is responsible for legal matters pertaining to personnel. The Site Administrator may add other Site Administrators later to assist with their responsibilities. To register:

1. Go to www.rmplusonline.com.
2. In the Sign-In box, click **Register**.
3. Enter the password/passcode: TRVP110000
4. Fill in the Registration Information and click **Submit**.
5. Your organization is registered, and you are registered as Site Administrator.

Learning to Navigate the Site:
1. Go to www.rmplusonline.com. On each page, you will see a box outlined in blue that contains the instructions for use of that page.
2. If you have any questions, just click on **Contact Us** on the front page. Enter your question in the form provided, and the System Administrator will get back to you quickly with the answer.
3. You can also schedule a live walk-through of the site by sending a request for a walk-through via the contact link on the front page.

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This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

Independent Agent And Broker Compensation Notice

For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html.

Or write or call:

Travelers, Agency Compensation
One Tower Square
Hartford, Connecticut 06183

(866) 904.8348

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This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the ins ured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

Texas Insurer And Insurance Department Contact Information Notice

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't you may lose your right to appeal.

Travelers

To get information or file a complaint with your insurance company:

Call: **Consumer Affairs at 860.954.2382**
Toll-free: **866.894.0687**
Online: www.Travelers.com
Email: Complaints@travelers.com.
Mail: Consumer Affairs, One Tower Square, Hartford, CT 06183

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1.800.252.3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: MC 111-1ATexas, PO Box 149091, Austin, TX 78714-9091

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This endorsement changes the Policy to comply with Texas law. It supersedes all terms of this Policy, including other endorsements.

Texas Changes Endorsement

If this Policy is construed under the laws of the state of Texas, the following applies:

1. **Cancelation And Nonrenewal.**

   The Insurer will not cancel or not renew this Policy based solely on the fact that the Named Insured is an elected official.

2. **Premium.**

   Any reference in this Policy to premium being "fully earned" is deleted.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CROSS-COVERAGE NOTICE ENDORSEMENT

This endorsement changes the following:

CyberRisk, Government Entity Crime

It is agreed that:

Notice provided to the Company of any:

1. **Claim**, **Potential Claim**, **Settlement Program Notice**, or circumstances which may give rise to a **Claim** under any Management Coverage or **Liability Coverage**; or

2. loss or situation that may result in loss, **Insured Event**, or **Identity Fraud** under any Crime Coverage or Other Coverage;

shall be deemed to have been provided under the Policy in its entirety.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **107151511**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REMOVAL OF SHORT-RATE CANCELLATION ENDORSEMENT

This endorsement changes the following:
CyberRisk, Government Entity Crime

It is agreed that:

In any cancellation, termination or non-renewal provision, any reference to computing a premium on a short rate basis is replaced with a reference to computing such premium on a pro-rata basis.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **107151511**

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This endorsement modifies any Coverage Part or Coverage Form included in this Policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

Cap On Losses From Certified Acts Of Terrorism Endorsement

The following is added to this Policy. This provision can limit coverage for any loss arising out of a *Certified Act Of Terrorism* if such loss is otherwise covered by this Policy. This provision does not apply if and to the extent that coverage for the loss is excluded or limited by an exclusion or other coverage limitation for losses arising out of *Certified Acts Of Terrorism* in another endorsement to this policy.

If aggregate insured losses attributable to *Certified Acts Of Terrorism* exceed $100 billion in a calendar year and the Insurer has met its insurer deductible under *TRIA*, the Insurer will not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Certified Act Of Terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of *TRIA*, to be an act of terrorism pursuant to *TRIA*. The criteria contained in *TRIA* for a *Certified Act Of Terrorism* include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

TRIA means the federal Terrorism Risk Insurance Act of 2002 as amended.

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This endorsement modifies any Coverage Part or Coverage Form included in this Policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

Federal Terrorism Risk Insurance Act Disclosure Endorsement

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is established by TRIA and is a percentage of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA). Through 2020, that percentage is established by TRIA as follows:

- 85% with respect to such Insured Losses occurring in calendar year 2015.
- 84% with respect to such Insured Losses occurring in calendar year 2016.
- 83% with respect to such Insured Losses occurring in calendar year 2017.
- 82% with respect to such Insured Losses occurring in calendar year 2018.
- 81% with respect to such Insured Losses occurring in calendar year 2019.
- 80% with respect to such Insured Losses occurring in calendar year 2020.

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds $100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed $100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for the terrorism coverage required by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

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Authorization And Changes.

The Named Insured will act on behalf of all *Insureds* regarding the payment of premium, receipt of return premium, change of coverage, and receipt of notices of cancelation or nonrenewal. Each *Insured* agrees that they have delegated such authority to the Named Insured.

The Named Insured may change this Policy with the Insurer's consent by endorsement to this Policy. No rights or duties under this policy may be transferred or assigned without the Insurer's written consent.

Conformity To Law.

Any part of this Policy that conflicts with applicable statutory or regulatory law is changed to conform to such law. This Policy provides coverage and benefits only to the extent that it does not expose the Insurer, or any of its subsidiaries, or affiliated companies, to a trade or economic sanction, prohibition, or restriction under a U.N. resolution, trade or economic sanction, or E.U., U.K., or U.S. law or regulation.

Consent And Cooperation.

Where the Insurer's consent is required, such consent will not be unreasonably withheld. The *Insured* agrees to give all information, assistance, and cooperation the Insurer reasonably requires.

Representatives.

In the event of an *Insured Person's* death, incapacity, or bankruptcy, this Policy will afford coverage to his or her:

1. estate;
2. legal representative;
3. legal spouse, domestic partner, or party to a civil union; or
4. assignee,

but only to the extent that it would have applied to such *Insured Person*.

Suits Against The Insurer.

No person or entity has the right under this Policy to join the Insurer as a party in an action against an *Insured* to determine such *Insured's* liability, nor may the Insurer be impleaded by any *Insured.* No action will lie against the Insurer unless there has been full compliance with all the terms of this Policy.

Territory And Valuation.

This Policy applies anywhere in the world, but it does not apply to *Loss* incurred by an *Insured* residing or domiciled in a country or jurisdiction in which the Insurer is not licensed to provide this insurance, to the extent that providing this insurance would violate any applicable foreign law or regulation ("Foreign Loss").

If an *Insured Entity* incurs Foreign Loss, the Insurer will reimburse the Named Insured for such Foreign Loss because of the Named Insured's financial interest in such *Insured Entity*. If an *Insured Person* incurs Foreign Loss not indemnified by an *Insured Entity*, such Foreign Loss will be paid in a country or jurisdiction mutually acceptable to such *Insured Person* and the Insurer, to the extent that doing so would not violate any applicable foreign law or regulation.

All amounts in this Policy are stated in U.S. Dollars. If amounts are due under a liability coverage and are stated in a different currency, payment will be made in U.S. Dollars at the exchange rate published in The Wall Street Journal at the time the final amount is determined.

Titles, Headings, And Defined Terms.

The titles and headings in this Policy do not affect coverage. Where appearing in this Policy, in singular or plural, words and phrases appearing in italicized type have the meaning shown in the Definitions of the applicable Coverage.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES ENDORSEMENT

This endorsement changes the following:

Liability Coverage Terms and Conditions

It is agreed that:

1. The following replaces the first paragraph of section **III. CONDITIONS**, **O. EXTENDED REPORTING PERIOD**:

   At any time prior to or within 60 days after the effective date of termination or cancellation of any **Liability Coverage** for any reason other than nonpayment of premium, the **Named Insured** may give the Company written notice that it desires to purchase an Extended Reporting offered by the company. Such offering will include a period of 12 months for all **Liability Coverages** that are part of this **Liability Policy**, following the effective date of termination or cancellation of any **Liability Coverage**, regarding **Claims** made during such Extended Reporting Period against persons or entities who at or prior to the effective date of termination or cancellation of any **Liability Coverage** are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to the effective date of the termination or cancellation of any **Liability Coverage** and which otherwise would be covered by such **Liability Coverage**, subject to the following provisions:

   1. such Extended Reporting Period will not provide a new, additional, or renewed limit(s) of liability; and

   2. the Company's maximum limit of liability for all **Claims** made during such Extended Reporting Period will be the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of termination or cancellation of any **Liability Coverage**.

2. The following replaces section **III. CONDITIONS**, **U. REPRESENTATIONS**:

   U. REPRESENTATIONS

   By acceptance of the terms set forth in this **Liability Policy**, each **Insured** represents and agrees that the statements contained in the **Application**, which is deemed to be attached hereto, incorporated herein, and forming a part hereof, are said **Insured's** agreements and representations, that this **Liability Policy** is issued in reliance upon the truth of such representations, and embodies all agreements existing between said **Insured** and the Company or any of its agents.

   If it is established by judicial adjudication through a trial of the underlying facts that any statement or representation in the **Application** to this **Liability Policy** is (i) untrue and (ii) material with respect to any **Liability Coverage**, such **Liability Coverage** is void and of no effect whatsoever, with respect to:

   1. any **Insured Person** who knew, as of the Inception Date set forth in ITEM 2 of the Declarations, that the statement or representation was untrue;

   2. any **Insured Organization**, with respect to its indemnification coverage, to the extent it indemnifies any **Insured Person** referenced in 1. above; and

   3. any **Insured Organization**, if the person who signed the **Application** knew that the statement or representation was untrue.

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Whether an **Insured Person** had such knowledge will be determined without regard to whether the **Insured Person** actually knew the **Application**, or any other application completed for this **Liability Policy**, contained any such untrue statement or representation.

3. The following is added to the Liability Coverage Terms and Conditions:

Throughout the **Liability Policy** and any endorsements abuse means an act which is committed with the intent to cause harm.

4. The following is added to the Liability Coverage Terms and Conditions:

AUTOMATIC REPORTING PERIOD

If the **Insured** or the Company nonrenews or terminates this **Liability Policy** or any Insuring Agreement made part of this **Liability Policy**, except for termination due to non-payment of premium, coverage provided under this **Liability Policy** or such Insuring Agreement shall be automatically extended for the period of 30 days following the effective date of such nonrenewal or termination, (herein called the "Automatic Reporting Period"), but only with respect to a **Wrongful Act** otherwise covered thereunder taking place before the effective date of such nonrenewal or termination. Any Claim made during the Automatic Reporting Period shall be deemed to have been made during the **Policy Year** immediately preceding the Automatic Reporting Period.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **107151511**

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CRIME TERMS AND CONDITIONS

PLEASE READ ALL TERMS AND CONDITIONS CAREFULLY

CONSIDERATION CLAUSE

IN CONSIDERATION of the payment of the premium stated in the Declarations, and subject to the Declarations and pursuant to all the terms, conditions, exclusions and limitations of this **Crime Policy**, the Company will pay the **Insured** for direct loss that the **Insured** sustains which is directly caused by a **Single Loss** taking place at any time and which is **Discovered** by the **Insured** during the **Policy Period** or during the Extended Period to Discover Loss pursuant to the terms set forth in Section V. CONDITIONS A. GENERAL CONDITIONS 3. Extended Period to Discover Loss.

I. INSURING AGREEMENTS

This **Crime Policy** provides coverage under each of the following Insuring Agreements. Notwithstanding the aforesaid, if ITEM 5 of the Declarations indicates that any Insuring Agreement is "*Not Covered,*" then such Insuring Agreement and any other reference thereto is deemed to be deleted from this **Crime Policy**.

A. FIDELITY

1. Employee Theft

   The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** directly caused by **Theft** or **Forgery** committed by an **Employee**, whether identified or not, acting alone or in collusion with other persons.

2. ERISA Fidelity

   The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** that belongs to an **Employee Benefit Plan**, directly caused by **Theft** or **Forgery** committed by a **Fiduciary**, whether identified or not, acting alone or in collusion with other persons.

3. Employee Theft of Client Property

   The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** sustained by the **Insured's Client**, directly caused by **Theft** or **Forgery** committed by an identified **Employee**.

B. FORGERY OR ALTERATION

The Company will:

1. pay the **Insured** for the **Insured's** direct loss directly caused by **Forgery** or alteration of, on or in any written **Covered Instruments** that are:

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a. made by, drawn by, or drawn upon, the **Insured**, or purport to have been so made or drawn; or

b. made or drawn by one acting as the **Insured's** agent, or purport to have been so made or drawn; and

2. reimburse the **Insured** for reasonable legal defense expenses that the **Insured** has paid if the **Insured** is sued for refusing to pay any written **Covered Instrument** under this Insuring Agreement B. on the basis that it has been **Forged** or altered. Reimbursement of such legal expenses is conditioned upon the **Insured's** receipt of the Company's prior written consent to defend against such suit. The amount of any legal expenses reimbursed under Insuring Agreement B. is in addition to the applicable Single Loss Limit of Insurance for Insuring Agreement B.

A signature that is a mechanical or electronic reproduction of a handwritten signature produced by a mechanical check-writing machine or a computer printer is treated the same as a handwritten signature. An **Electronic Signature** is not treated the same as a mechanical or electronic reproduction of a handwritten signature and is not a **Forgery** under this Insuring Agreement B.

For purposes of this Insuring Agreement B., the term "check" includes a "substitute check" as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.

C. ON PREMISES

The Company will pay the **Insured** for:

1. the **Insured's** direct loss of **Money** or **Securities** located inside the **Premises** or **Financial Institution Premises** directly caused by **Theft**, committed by a person present inside such **Premises** or **Financial Institution Premises**;

2. the **Insured's** direct loss of **Money** or **Securities** located inside the **Premises** or **Financial Institution Premises** directly caused by disappearance, damage or destruction;

3. the **Insured's** direct loss of, or direct loss from damage to, **Other Property** located inside the **Premises**:
   a. directly caused by an actual or attempted **Robbery**; or
   b. in a safe or vault, directly caused by an actual or attempted **Safe Burglary**; and

4. the **Insured's** direct loss from damage to the **Premises** or its exterior resulting directly from an actual or attempted **Theft**, **Robbery** or **Safe Burglary**, if the **Insured** is the owner of the **Premises** or is liable for damage to it; or

5. the **Insured's** direct loss of, or loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located inside the **Premises** resulting directly from an actual or attempted **Theft**, **Robbery** or **Safe Burglary**, if the **Insured** is the owner of the locked safe, vault, cash register, cash box or cash drawer or is liable for damage thereto.

D. IN TRANSIT

1. The Company will pay the **Insured** for the **Insured's** direct loss of **Money** or **Securities** directly caused by **Theft**, disappearance, damage or destruction while in transit outside the **Premises** and in the care and custody of:

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a. **a Messenger**, including while temporarily within the living quarters of a **Messenger**; or

b. an armored motor vehicle company.

2. The Company will pay the **Insured** for the **Insured's** direct loss of, or the **Insured's** direct loss from damage to, the **Insured's Other Property** directly caused by an actual or attempted **Robbery** while in transit outside the **Premises** and in the care and custody of:

a. **a Messenger**; or

b. an armored motor vehicle company.

3. The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, the **Insured's Other Property** directly caused by an actual or attempted **Theft** of the **Insured's Other Property** while it is temporarily within the living quarters of a **Messenger**.

Coverage under this Insuring Agreement D. begins immediately upon receipt of the **Money**, **Securities** or **Other Property** by the transporting party and ends immediately upon delivery to the designated recipient or its agent.

E. MONEY ORDERS AND COUNTERFEIT MONEY

The Company will pay the **Insured** for the **Insured's** direct loss directly caused by the **Insured's** good faith acceptance of:

1. original money orders, issued or purportedly issued by any post office, express company or bank located in the United States of America, its territories and possessions, Canada, or any other country in which the **Insured** maintains a physical **Premises**, that are not paid upon presentation; or

2. **Counterfeit Money**, of the United States of America, its territories and possessions, Canada, or any other country in which the **Insured** maintains a physical **Premises** that is acquired during the regular course of business;

in exchange for merchandise, **Money** or services.

F. COMPUTER CRIME

1. Computer Fraud

The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** directly caused by **Computer Fraud**.

2. Computer Program and Electronic Data Restoration Expense

The Company will pay the **Insured** for reasonable **Restoration Expense** that the **Insured** incurs to restore or replace damaged or destroyed **Computer Programs** or **Electronic Data** stored within the **Insured's Computer System** directly caused by a **Computer Violation**.

For purposes of this Insuring Agreement F.2., a **Single Loss** involving **Computer Program** and **Electronic Data Restoration Expense** applies to reasonable **Restoration Expense** incurred by the **Insured** between the time the **Insured Discovers** the damage or destruction and the time the

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Insured's Computer Program or **Electronic Data** is restored to the level of operational capability that existed immediately preceding a **Computer Violation**. Recurrence of the same **Computer Virus** after the **Insured's Computer Program** or **Electronic Data** has been restored constitutes a separate **Single Loss**.

Payment of reasonable **Restoration Expense** applies:

a. only to **Computer Programs** and **Electronic Data** which the **Insured** owns or leases, or for which the **Insured** is legally liable; and

b. only if the **Insured** is unable to reproduce such **Computer Programs** or **Electronic Data** from back-up data copies.

Payment of reasonable **Restoration Expense** will be made to the **Insured** upon the completion of the restoration of the damaged or destroyed **Computer Programs** or **Electronic Data**.

If a **Single Loss** is covered under both Insuring Agreements F.1. and F.2., then only the Retention for a **Single Loss** under Insuring Agreement F.1. will be applicable and the payment of **Restoration Expense** under Insuring Agreement F.2. will be part of, and not in addition to, the Single Loss Limit of Insurance for Insuring Agreement F.1.

G. FUNDS TRANSFER FRAUD

The Company will pay the **Insured** for the **Insured's** direct loss of **Money** and **Securities** contained in the **Insured's Transfer Account** directly caused by **Funds Transfer Fraud**.

H. PERSONAL ACCOUNTS PROTECTION

1. Personal Accounts Forgery or Alteration

The Company will pay the **Insured**, on behalf of the **Insured's Management Staff Member**, for loss incurred by the **Insured's Management Staff Member**, directly caused by **Forgery** or alteration of, on or in any written **Covered Personal Instruments** that are:

a. drawn upon personal accounts of the **Insured's Management Staff Member**, or purported to have been so drawn; or

b. made or drawn by one acting as an agent of the **Insured's Management Staff Member**, or purport to have been so made or drawn.

A signature that is a mechanical or electronic reproduction of a handwritten signature produced by a mechanical check-writing machine or a computer printer will be treated the same as a handwritten signature. An **Electronic Signature** is not treated the same as a mechanical or electronic reproduction of a handwritten signature and is not a **Forgery** under this Insuring Agreement H.

For purposes of this Insuring Agreement H.1. the term "check" includes a substitute check as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.

2. Identity Fraud Expense Reimbursement

The Company will reimburse the **Insured**, on behalf of the **Insured's Management Staff Member**, for **Identity Fraud Expense** incurred by the **Insured's Management Staff Member** as a direct result of any **Identity Fraud**.

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I. CLAIM EXPENSE

The Company will pay the **Insured** for reasonable **Claim Expenses** incurred and paid by the **Insured** to establish the existence, amount and preparation of the **Insured's** proof of loss in support of a covered claim for loss under any Insuring Agreement of this **Crime Policy**.

The following conditions specifically apply to this Insuring Agreement I.:

1. any **Claim Expenses** payable to the **Insured** are only applicable to any covered loss which exceeds the Single Loss Retention for the Insuring Agreement that is the subject of a claim under this **Crime Policy**;

2. **Claim Expenses** that are payable to the **Insured** are in addition to the Single Loss Limit of Insurance for the Insuring Agreement that is the subject of a claim under this **Crime Policy**; and

3. **Claim Expenses** payable to the **Insured** will be paid to the **Insured** at the same time as the payment of the valid and collectible loss under the Insuring Agreement that is the subject of a claim under this **Crime Policy**.

II. GENERAL AGREEMENTS

A. JOINT INSURED

1. If the **Insured** consists of more than one entity, then the **First Named Insured** acts for itself and for every other **Insured** for all purposes of this **Crime Policy**.

2. If any **Insured**, or a partner or **Management Staff Member** of that **Insured**, has knowledge of any information relevant to this **Crime Policy**, that knowledge is considered knowledge of every **Insured**.

3. An **Employee** of any **Insured** is considered to be an **Employee** of every **Insured**.

4. The Company will not pay the **Insured** more for loss or losses sustained by more than one **Insured** than the amount the Company would pay if all loss or losses had been sustained by one **Insured**.

5. Payment by the Company to the **First Named Insured** for loss sustained by any **Insured**, or payment by the Company to the **Employee Benefit Plan** for loss sustained under Insuring Agreement A.2, fully releases the Company on account of such loss.

6. If this **Crime Policy** or any of its Insuring Agreements are canceled or terminated as to any **Insured**, loss sustained by that **Insured** is covered only if **Discovered** by the **Insured** during the period of time provided in the Extended Period To Discover Loss pursuant to the terms set forth in Section V. CONDITIONS A. GENERAL CONDITIONS 3. Extended Period to Discover Loss; provided, this extended period to discover loss terminates as to that **Insured** immediately upon the effective date of any other insurance obtained by that **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

B. ADDITIONAL OFFICES

If the **Insured** establishes any additional offices, other than by consolidation with, merger with, purchase of, or acquisition of assets or liabilities of another organization while this **Crime Policy** is in effect, such offices are automatically covered by this **Crime Policy** from the date of such establishment without the requirement of notice to the Company or the payment of additional premium for the remainder of the **Policy Period**.

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C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS

If, during the **Policy Period**, the **Insured** merges with, purchases or acquires the assets or liabilities of another entity, this **Crime Policy** will provide coverage for that merged, purchased, or acquired entity, subject to all other terms and conditions herein, but only for loss **Discovered** by the **Insured** after the effective date of such merger, purchase, or acquisition; provided, the **Insured** gives the Company written notice of such merger, purchase, or acquisition, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within 90 days after the effective date of such merger, purchase, or acquisition. Coverage for the merged, purchased, or acquired entity will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Insured** has paid the Company any additional premium as may be required by the Company. Any **Employee Benefit Plan** or **Sponsored Plan** acquired as above will be included as **Insureds** as specified in Item 1 of the Declarations.

The 90-day notice requirement and the 90-day limitation of coverage will not apply, provided: (1) the assets of the merged, purchased, or acquired entity do not exceed 30% of the total assets of all **Insureds** as reflected in the **Insured's** most recent fiscal year-end financial statement, or (2) the merger, purchase, or acquisition occurs less than 90 days prior to the end of the **Policy Period**.

D. ACQUISITIONS

If, during the **Policy Period**, the **Insured** acquires a **Subsidiary**, this **Crime Policy** will provide coverage for such **Subsidiary** and its respective **Management Staff Members**, **Employee Benefit Plans**, and **Sponsored Plans**, subject to all other terms and conditions of this **Crime Policy**, provided written notice of such acquisition has been given to the Company, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within 90 days after the effective date of such acquisition. Coverage for such **Subsidiary** will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Insured** has paid the Company any additional premium as may be required by the Company.

The 90-day notice requirement and the 90-day limitation of coverage will not apply provided that: (1) the assets of the acquired **Subsidiary** do not exceed 30% of the **Insured's** total assets as reflected in the **Insured's** most recent fiscal year-end financial statement; or (2) the acquisition occurs less than 90 days prior to the end of the **Policy Period**.

E. CHANGE OF CONTROL – NOTICE REQUIREMENTS

When the **Insured** learns that a **Change of Control** has taken place as to any **Insured**, or will take place during the **Policy Period**, the **Insured** must give the Company written notice within 90 days of the effective date of such **Change of Control**.

III. DEFINITIONS

Wherever appearing in this **Crime Policy**, the following words and phrases appearing in bold type have the meanings set forth in this Section III. DEFINITIONS:

A. ***Change of Control*** means:

1. the acquisition of any **Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of any **Insured** into or with another entity such that the **Insured** is not the surviving entity; or
2. the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate more than 50% of the board of directors or board of managers or to exercise a majority control of the board of directors, board of managers, or a functional equivalent thereof of any **Insured**.

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B. ***Claim Expenses*** means reasonable fees, costs and expenses of outside accountants, attorneys, consultants or experts retained by the **Insured** to determine the amount and extent of loss covered under this **Crime Policy**. The reasonableness of such expenses will be determined by the Company. The phrase does not mean or include any of the **Insured's** internal corporate fees, costs (direct or indirect), obligations or **Employee** wages and salaries.

C. ***Client*** means an entity designated as a **Client** by endorsement to this **Crime Policy** for which the **Insured** performs services as specified in a written agreement, but only while the written agreement is in effect.

D. ***Client's Premises*** means the interior of that portion of any building the **Insured's Client** occupies in conducting its business.

E. ***Computer Fraud*** means:

The use of any computer to fraudulently cause a transfer of **Money**, **Securities** or **Other Property** from inside the **Premises** or **Financial Institution Premises**:

1. to a person (other than a **Messenger**) outside the **Premises** or **Financial Institution Premises**; or
2. to a place outside the **Premises** or **Financial Institution Premises**.

F. ***Computer Program*** means a set of related electronic instructions that direct the operations and functions of a **Computer System** or devices connected to it that enable the **Computer System** or devices to receive, process, store, retrieve, send, create or otherwise act upon **Electronic Data**.

G. ***Computer System*** means a computer and all input, output, processing, storage and communication facilities and equipment that are connected to such a device and that the operating system or application software used by the **Insured** are under the direct operational control of the **Insured**. Off-line media libraries are deemed to be part of such **Computer System**.

H. ***Computer Violation*** means:

1. a **Computer Virus** designed to damage or destroy a **Computer Program** or **Electronic Data**; or
2. vandalism by a natural person, including an **Employee**, who has gained unauthorized electronic access to the **Insured's Computer System**.

I. ***Computer Virus*** means a set of unauthorized instructions, programmatic or otherwise:

1. directed solely against the **Insured**; and
2. that propagate themselves through the **Computer System** or networks;

provided such instructions were maliciously introduced by a natural person.

J. ***Counterfeit*** means an imitation of **Money** that is intended to deceive and to be taken as genuine.

K. ***Covered Instruments*** means:

1. checks, drafts, promissory notes, bills of exchange or similar written promises, orders or directions to pay a sum certain in **Money**; and
2. written instruments required in conjunction with any transaction involving any **Credit**, **Debit or Charge Card** issued to the **Insured**, the **Insured's Employees** or the **Insured's Management Staff Members** for business purposes.

L. ***Covered Personal Instruments*** means:

1. checks, drafts, promissory notes or similar written promises, orders or directions to pay a sum certain in **Money**; and

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2. written instruments required in conjunction with any transaction involving any **Credit**, **Debit or Charge Card** issued to a **Management Staff Member** for personal use.

M. ***Credit, Debit or Charge Card*** means any card, plate or other similar device used for the purpose of obtaining **Money**, property, labor or services on credit or for immediate payment. The terms do not mean a note, check, draft, money order or other negotiable instrument.

N. ***Crime Policy*** means, collectively, the Declarations, the application, the Crime Terms and Conditions, and any endorsements attached thereto.

O. ***Digital Signature*** means an electronic identifier created by computer, within, attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

P. ***Discover, Discovered,*** or ***Discovery*** means the moment when the **Insured**, any partner in the **Insured**, or **Management Staff Member**:

1. first become(s) aware of facts that would cause a reasonable person to assume that a loss of a type covered by this **Crime Policy** has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact details of loss may not then be known; or
2. first receive(s) notice of a claim against the **Insured** alleging facts which, if true, would constitute a loss under this **Crime Policy**,

whichever occurs first.

Q. ***Electronic Data*** means facts or information converted to a form:

1. usable in a **Computer System**;
2. that does not provide instructions or directions to a **Computer System**; or
3. that is stored on electronic processing media for use by a **Computer Program**.

R. ***Electronic Signature*** means a **Digital Signature**, an electronic sound, symbol or process, within, attached to, or logically associated with a record and executed or adopted by a person with the intent to sign the record.

S. ***Employee*** means:

1. any natural person:

   a. while in the **Insured's** service or for 60 days after termination of service, unless such termination is due to **Theft** or **Forgery** or any other dishonest act committed by the **Employee**;
   b. who the **Insured** compensates directly by salary, wages or commissions; and
   c. who the **Insured** has the right to direct and control while performing services for the **Insured**;

2. any natural person who is temporarily furnished to the **Insured**:

   a. to substitute for an **Employee** as set forth in paragraph 1. above, who is on medical, military or other leave of absence; or
   b. to meet seasonal or short-term workload conditions;

   while that person is subject to the **Insured's** direction and control and performing services for the **Insured**; provided, any such natural person who has care and custody of property outside the **Premises** is specifically excluded from this definition;

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3. any natural person, other than a temporary **Employee** described in paragraph 2. above, who is leased to the **Insured** under a written agreement between the **Insured** and a labor leasing firm, while that person is subject to the **Insured's** direction and control and performing services for the **Insured**;

4. any natural person:

   a. who is a member of the board of directors, member of the board of trustees or **LLC Manager** while acting as a member of any of the **Insured's** elected or appointed committees, including any member of such committee, to perform on the **Insured's** behalf, specific, as distinguished from general, directorial acts;

   b. who is a non-compensated officer;

   c. other than a non-compensated fund solicitor, while performing services for the **Insured** that are usual to the duties of an **Employee** or officer;

   d. while acting as a non-compensated fund solicitor during fund raising campaigns;

   e. who is a former **Employee**, member of the board of directors, partner, **LLC Manager**, or member of the board of trustees retained as a consultant while that person is subject to the **Insured's** direction and control and performing services for the **Insured**;

   f. who is a guest student or intern pursuing studies or duties in any of the **Insured's** offices or **Premises**; while such person is subject to the **Insured's** direction and control and performing services for the **Insured**;

   g. who is a volunteer, while such person is subject to the **Insured's** direction and control and is performing services for the **Insured**, or

5. any attorney retained by the **Insured**, and any employee of such attorney, while performing legal services for the **Insured**.

Employee also means any individual described in paragraphs 1-5 above while such person is on medical, military, or other leave of absence from the **Insured**. Coverage applies to any such **Employee** while on leave, regardless of whether such person remains subject to the **Insured's** direction and control during the time of leave.

Employee does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative or other person of the same general character not specified in paragraphs 1. through 5. above.

T. ***Employee Benefit Plan*** means an employee welfare benefit plan or an employee pension benefit plan as more fully set forth in Title 1, Section 3 of the Employee Retirement Income Security Act of 1974 and any amendments thereto (ERISA) and which is solely sponsored by an **Employee Benefit Plan Sponsor**.

U. **Employee Benefit Plan Sponsor** means:

1. the **First Named Insured**,

2. any **Subsidiary**, or

3. any other entity listed in Item 1. of the Declarations.

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V. ***Fiduciary*** means any natural person who is a trustee, an officer, an **Employee** or an administrator of any **Employee Benefit Plan**; and any person, or a member of the board of directors, an officer, an **Officer-Shareholder**, a member of the board of trustees, an **LLC Manager**, or an **Employee** while that person is handling **Money**, **Securities** and **Other Property** that belongs to any **Employee Benefit Plan**.

Fiduciary does not mean any agent, broker, independent contractor, broker/dealer, registered representative, investment advisor, custodian or other person or entity of the same general character.

W. ***Financial Institution*** means:

1. a bank, trust company, savings bank, credit union, savings and loan association or similar thrift institution; or
2. a stock brokerage firm, mutual fund, liquid assets fund or similar investment institution.

X. ***Financial Institution Premises*** means the interior of that portion of any building occupied by a **Financial Institution** (including any night depository chute and any safe maintained by such **Financial Institution**), transfer agent or registrar or similarly recognized place of safe deposit.

Y. ***First Named Insured*** means the entity first named in ITEM 1 of the Declarations.

Z. ***Forgery***, or ***Forged*** means the signing of the name of another person or organization with a handwritten signature physically affixed directly to a **Covered Instrument** or **Covered Personal Instrument**, without authority and with the intent to deceive; it does not mean a signature that consists in whole or in part of one's own name signed with or without authority in any capacity, for any purpose.

AA. ***Funds Transfer Fraud*** means:

1. an electronic, telegraphic, cable, teletype or telephone instruction fraudulently transmitted to a **Financial Institution** directing such institution to debit a **Transfer Account** and to transfer, pay or deliver **Money** or **Securities** from the **Transfer Account** which instruction purports to have been transmitted by the **Insured**, but was in fact fraudulently transmitted by someone other than the **Insured** without the **Insured's** knowledge or consent;
2. a fraudulent written instruction, other than one covered under Insuring Agreement B., issued to a **Financial Institution** directing such **Financial Institution** to debit a **Transfer Account** and to transfer, pay or deliver **Money** or **Securities** from such **Transfer Account** by use of an electronic funds transfer system at specified intervals or under specified conditions, which written instruction purports to have been issued by the **Insured** but was in fact fraudulently issued, **Forged** or altered by someone other than the **Insured** without the **Insured's** knowledge or consent; or
3. an electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by the **Insured**, which purports to have been transmitted by an **Employee**, but which was in fact fraudulently transmitted by someone else without the **Insured's** or the **Employee's** consent.

BB. ***Identity Fraud*** means the act of knowingly transferring or using, without lawful authority, a means of identification of a **Management Staff Member** with the intent to commit, aid, or abet any unlawful activity that constitutes a violation of federal law or a felony under any applicable jurisdiction.

CC. ***Identity Fraud Expense*** means:

1. costs for notarizing fraud affidavits or similar documents for credit agencies, financial institutions, merchants or other credit grantors that have required that such affidavits be notarized;

2. costs for certified mail to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors;

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3. costs for long distance telephone calls to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors to report or discuss any actual **Identity Fraud**;

4. lost wages, up to a maximum payment of $1,000. per week for a maximum period of five (5) weeks, as a result of absence from employment:

   a. to communicate with law enforcement agencies, legal counsel, credit agencies, financial institutions, merchants or other credit grantors;
   b. to complete fraud affidavits or similar documents; or
   c. due to wrongful incarceration arising solely from someone having committed a crime in the **Management Staff Member's** name; provided, that lost wages will not apply in the case of wrongful incarceration absent all charges being dismissed or an acquittal;

5. loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information;

6. reasonable attorney fees incurred, with the Company's prior written consent, for:
   a. defense of lawsuits brought against the **Insured's Management Staff Member** by financial institutions, merchants, other credit grantors or their collection agencies;
   b. the removal of any criminal or civil judgments wrongly entered against the **Insured's Management Staff Member**; or
   c. challenging the accuracy or completeness of any information in a consumer credit report; and

7. costs for daycare and eldercare incurred solely as a direct result of any **Identity Fraud Discovered** during the **Policy Period**.

Identity Fraud Expense does not include any expense or loss not listed in paragraphs 1. through 7. of this Definition CC..

DD. ***Insured*** means:

1. for the purposes of Insuring Agreement A.2., any and all **Employee Benefit Plans**;
   a. which have been established or maintained by an **Employee Benefit Plan Sponsor** as of the inception date of this **Crime Policy**, or
   b. which have been created or acquired by an **Employee Benefit Plan Sponsor** after the inception date of this **Crime Policy**, subject to the provisions of General Agreements C and D.

or

2. for the purposes of all other Insuring Agreements:
   a. the **First Named Insured**,
   b. any **Subsidiary**,
   c. any **Sponsored Plan,** or
   d. any other entity listed in Item 1. of the Declarations.

EE. ***LLC Manager*** means any natural person who was, is or becomes a manager, member of the board of managers, or a functionally equivalent executive of a limited liability company.

FF. ***LLC Member*** means any natural person who has an ownership interest in a limited liability company.

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GG. ***Management Staff Member*** means the **Insured's** proprietor, natural person partner, member of the board of directors, member of the board of trustees, officer, risk manager, in-house general counsel, **LLC Manager**, or **LLC Member**.

HH. ***Messenger*** means any **Management Staff Member**, or relative thereof, any **Officer-Shareholder**, or any **Employee**, duly authorized, while having care and custody of covered property outside the **Premises**.

II. ***Money*** means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including currency, coins, bank notes, bullion, travelers' checks, registered checks and money orders held for sale to the public.

JJ. ***Officer-Shareholder*** means any officer who has a 25% or greater ownership interest in any one or more **Insureds**.

KK. ***Other Property*** means any tangible property other than **Money** and **Securities** that has intrinsic value.

LL. ***Policy Period*** means the period from the Inception Date to the Expiration Date set forth in ITEM 2 of the Declarations. In no event will the **Policy Period** continue past the effective date of cancellation or termination of this **Crime Policy**.

MM. ***Premises*** means the interior of that portion of any building the **Insured** occupies in conducting the **Insured's** business.

NN. ***Restoration Expense*** means reasonable costs incurred by the **Insured** to reproduce **Computer Programs** or **Electronic Data** and enable the **Insured** to restore the **Insured's Computer System** to the level of operational capability that existed immediately preceding a **Computer Violation**.

Restoration Expense does not include:

1. the **Insured's** internal corporate costs and expenses, including **Employee** remuneration and any costs related to any legal action;
2. expenses incurred as a result of the reconstruction of **Computer Programs** and **Electronic Data** recorded on media, including magnetic or optical media if there are no analyses files, specifications or backups of **Computer Programs** or **Electronic Data** held outside the **Premises**;
3. expenses incurred as a result of the reconstruction of **Computer Programs** and **Electronic Data** if the **Insured** knowingly used illegal copies of programs;
4. expenses incurred to render the **Computer Programs** and **Electronic Data** usable by replacement processing equipment;
5. expenses incurred to design, update or improve **Computer Programs** or **Electronic Data** or to perfect their operation or performance;
6. expenses incurred as a result of alteration in **Computer Programs** and **Electronic Data** held on magnetic media due to the effect of magnetic fields, incorrect usage of the **Computer Programs** and **Electronic Data**, or the obsolescence of the **Computer System**;
7. the **Insured's** lost revenue, sales or profits; or
8. expenses incurred by any customer.

OO. ***Robbery*** means the unlawful taking of **Money**, **Securities** and **Other Property** from the care and custody of the **Insured**, the **Insured's** partners or any other person (except any person acting as a watchperson or janitor) by one who has:

1. caused or threatened to cause that person bodily harm; or
2. committed an unlawful act witnessed by that person.

PP. ***Safe Burglary*** means the unlawful taking of:

1. **Money**, **Securities** and **Other Property** from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or

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2. a safe or vault from inside the **Premises**.

QQ. ***Securities*** means written negotiable and non-negotiable instruments or contracts representing **Money** or property including:

1. tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
2. evidences of debt issued in connection with any **Credit**, **Debit or Charge Card**, which cards are not issued by the **Insured**;

but does not include **Money**.

RR. ***Single Loss*** means:

1. for purposes of Insuring Agreement A.:

   a. an individual act;
   b. the combined total of all separate acts; or
   c. a series of related acts;

   committed by an **Employee** or committed by more than one **Employee** acting alone or in collusion with other persons both during and before the **Policy Period**;

2. for purposes of Insuring Agreements B. and H.1., all loss caused by any person, or loss in which that person is involved, whether the loss involves one or more written **Covered Instruments** or **Covered Personal Instruments**; and

3. for purposes of all other Insuring Agreements:

   a. any act or series of related acts or events involving one or more persons; or
   b. any act, acts or events involving a person or group of persons acting together;

   whether identified or not, both during and before the **Policy Period**.

SS. ***Sponsored Plan*** means any employee benefit plan or employee pension benefit plan solely sponsored by any **Insured** that is not subject to the terms of ERISA.

TT. ***Subsidiary*** means:

1. any corporation, partnership, limited liability company or other entity, organized under the laws of any jurisdiction in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint, or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent; or
2. subject to the provisions set forth in Section II. GENERAL AGREEMENTS D. ACQUISITIONS, of the Crime Terms and Conditions, any entity that the **Insured** acquires or forms during the **Policy Period** in which the **Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent.

Subsidiary does not include any entity in which any **Insured** is engaged as a participant in any type of joint venture unless such entity is specifically scheduled as an additional **Insured** by endorsement to this **Crime Policy**.

UU. ***Theft*** means:

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1. under Insuring Agreement A.3., the intentional unlawful taking of **Money**, **Securities** and **Other Property** to the deprivation of a **Client**;
2. under Insuring Agreements C. or D., the intentional unlawful taking of **Money** and **Securities** to the **Insured's** deprivation.
3. under all other Insuring Agreements, the intentional unlawful taking of **Money**, **Securities** and **Other Property** to the **Insured's** deprivation.

VV. ***Transfer Account*** means an account maintained by the **Insured** at a **Financial Institution** from which the **Insured** can initiate the transfer, payment or delivery of **Money** or **Securities**:

1. by means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly or through an electronic funds transfer system; or
2. by means of written instructions (other than those described in Insuring Agreements B. and H.1.) establishing the conditions under which such transfers are to be initiated by such **Financial Institution** through an electronic funds transfer system.

IV. EXCLUSIONS

A. This **Crime Policy** will not apply to loss resulting directly or indirectly from war, whether or not declared; civil war; insurrection; rebellion or revolution; military, naval or usurped power; governmental intervention, expropriation or nationalization; or any act or condition related to any of the foregoing.

B. This **Crime Policy** will not apply to loss resulting directly or indirectly from seizure or destruction of property by order of governmental authority.

C. This **Crime Policy** will not apply to loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by the **Insured**, the **Insured's** natural person partners, any **LLC Member** or **Officer-Shareholder**, whether acting alone or in collusion with others; provided, this Exclusion C. will not apply to loss covered under Insuring Agreement A.2..

D. This **Crime Policy** will not apply to loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by any **Employee** or **Fiduciary** whether acting alone or in collusion with others, unless covered under Insuring Agreements A.1., A.2., A.3., F.2., or H..

E. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Funds Transfer Fraud**, unless covered under Insuring Agreements A.1., A.2., A.3., or G..

F. This **Crime Policy** will not apply to loss resulting directly or indirectly from the **Insured's** acceptance of money orders or **Counterfeit Money**, unless covered under Insuring Agreements A.1., A.2., A.3. or E..

G. This **Crime Policy** will not apply to loss or damages resulting directly or indirectly from the input of **Electronic Data** by a natural person having the authority to enter the **Insured's Computer System**, unless covered under Insuring Agreements A.1., A.2., A.3., F.2. or G..

H. This **Crime Policy** will not apply to loss resulting directly or indirectly from forged, altered or fraudulent documents or written instruments used as source documentation in the preparation of **Electronic Data**, unless covered under Insuring Agreements A.1., A.2., or A.3..

I. This **Crime Policy** will not apply to any expenses incurred by the **Insured** in establishing the existence or the amount of any loss covered under this **Crime Policy**, unless covered under Insuring Agreement I..

J. This **Crime Policy** will not apply to loss of income, whether or not earned or accrued, or potential income, including interest and dividends, not realized by the **Insured** as the result of any loss covered under this **Crime Policy**.

K. This **Crime Policy** will not apply to damages of any type, except the **Insured's** direct compensatory damages resulting from a loss covered under this **Crime Policy**.

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L. This **Crime Policy** will not apply to indirect or consequential loss of any nature, including fines, penalties, multiple or punitive damages.

M. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Theft**, disappearance, damage, destruction or disclosure of any intangible property or confidential information including:

1. trade secret information, confidential processing methods or other confidential information or intellectual property of any kind, or **Electronic Data** unless otherwise covered under Insuring Agreement F.2.; or
2. **Computer Programs**.

N. This **Crime Policy** will not apply to loss of, or damage to, manuscripts, records, accounts, microfilm, tapes or other records, whether written or electronic, or the cost of reproducing any information contained in such lost or damaged records, except when covered under Insuring Agreements C., D., or F.2..

O. This **Crime Policy** will not apply to loss, or that part of any loss, the proof of which as to its existence or amount is dependent solely upon:

1. an inventory computation or physical count; or
2. a profit and loss computation;

provided that where the **Insured** establishes wholly apart from such computations or physical count that the **Insured** has sustained a loss covered under Insuring Agreements A.1., A.2, A.3. or F.1., then the **Insured** may offer the **Insured's** inventory records and an actual physical count of inventory in support of other evidence as to the amount of loss claimed.

P. This **Crime Policy** will not apply to loss resulting directly or indirectly from trading whether or not in the name of the **Insured** or whether or not in a genuine or fictitious account, unless covered under Insuring Agreement A.1, A.2. or A.3..

Q. This **Crime Policy** will not apply to loss resulting directly or indirectly from fire, except:

1. loss of or damage to **Money** or **Securities**; or
2. damage to any safe or vault caused by the application of fire thereto in connection with any actual or attempted **Safe Burglary** when covered under Insuring Agreement C..

R. This **Crime Policy** will not apply to loss resulting directly or indirectly from the giving or surrendering of **Money**, **Securities** or **Other Property** in any exchange or purchase, whether or not fraudulent, with any other party not in collusion with an **Employee**, except when covered under Insuring Agreement E..

S. This **Crime Policy** will not apply to loss of **Money**, **Securities** or **Other Property** while in the custody of any **Financial Institution**, trust company, or similarly recognized place of safe deposit or armored motor vehicle company unless the loss is in excess of the amount recovered or received by the **Insured** under the **Insured's** contract, if any, with, or insurance carried by, any of the aforementioned.

T. This **Crime Policy** will not apply to loss of **Money**, **Securities** or **Other Property** held by an armored motor vehicle company for the **Insured**, and which is stored by such company overnight inside buildings used in the conduct of its business.

U. This **Crime Policy** will not apply to loss resulting directly or indirectly from nuclear reaction, nuclear radiation, radioactive contamination, biological or chemical contamination or to any related act or incident.

V. This **Crime Policy** will not apply to loss of **Money**, **Securities** or **Other Property** resulting directly or indirectly from kidnap, extortion or ransom payments (other than **Robbery**) surrendered to any person as a result of a threat.

W. This **Crime Policy** will not apply to loss resulting directly or indirectly from **Forgery** or alteration, except when covered under Insuring Agreements A.1., A.2., A.3., B., or H..

X. This **Crime Policy** will not apply to loss resulting directly or indirectly from **Computer Fraud**, except when covered under Insuring Agreements A.1., A.2., A.3., F.1., or H.1..

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Y. This **Crime Policy** will not apply to loss under Insuring Agreements C. or D. resulting directly or indirectly from:

1. an accounting or arithmetical error or omission;
2. the loss of property from within any money operated device, unless the amount of **Money** deposited in it is recorded by a continuous recording device;
3. anyone, acting on the **Insured's** express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property;
4. damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them; or
5. damage to the **Premises** or its exterior or to containers of covered property by vandalism or malicious mischief.

Z. This **Crime Policy** will not apply to loss resulting directly or indirectly from the diminution in value of **Money**, **Securities** or **Other Property**.

AA. This **Crime Policy** will not apply to loss arising from any **Credit**, **Debit or Charge Card** if the **Insured**, the **Insured's Employee** or **Management Staff Member** has not fully complied with the provisions, conditions or other terms under which any card was issued.

BB. This **Crime Policy** will not apply to loss sustained by any **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**, occurring at any time during which such entity was not a **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**.

CC. This **Crime Policy** will not apply to loss sustained by the **Insured** or any **Subsidiary** to the extent it results in a benefit, gain or transfer to the **Insured** or any **Subsidiary**, except to the extent that such loss is covered under Insuring Agreement A.2..

V. CONDITIONS

A. GENERAL CONDITIONS

1. Territory Covered

Except as indicated in Item 5. of the Declarations,

a. the Company will cover loss the **Insured** sustains anywhere in the world, and

b. the Company will cover all of the **Insured's** offices and **Premises**, including any additional offices or **Premises** pursuant to Sections II. GENERAL AGREEMENTS B. ADDITIONAL OFFICES, C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS, and D. ACQUISITIONS in this **Crime Policy**.

2. Cooperation

The **Insured** must cooperate with the Company in all matters pertaining to this **Crime Policy** as stated in its terms, conditions and limitations.

3. Extended Period to Discover Loss

The Company will pay the **Insured** for loss that the **Insured** sustained prior to the effective date of cancellation or termination of this **Crime Policy**, which is **Discovered** by the **Insured**:

a. no later than 90 days from the date of cancellation or termination; and
b. as respects any **Employee Benefit Plan**, no later than one (1) year from the date of cancellation or termination.

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Notwithstanding the above, this extended period to **Discover** loss terminates immediately upon the effective date of any other insurance obtained by the **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

4. Other Insurance

This **Crime Policy** applies only as excess insurance over, and will not contribute with: (1) any other valid and collectible insurance available to any **Insured** unless such insurance is written specifically excess of this **Crime Policy** by reference in such other policy to the Policy Number of this **Crime Policy**; and (2) indemnification to which any **Insured** is entitled from any other entity other than any **Insured**. As excess insurance, this **Crime Policy** will not apply or contribute to the payment of any loss to the **Insured** until the amount of such other insurance or indemnity has been exhausted by loss covered thereunder. If the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this **Crime Policy** will apply to that part of the loss not recoverable or recovered under the other insurance or indemnity. This **Crime Policy** will not be subject to the terms of any other insurance.

Any loss that is applicable to this Condition A.4. is subject to both the applicable Single Loss Limit of Insurance and applicable Single Loss Retention shown in ITEM 5 of the Declarations.

If this **Crime Policy** replaces prior insurance that provided the **Insured** with an extended period of time after the termination or cancellation of such prior insurance in which to **Discover** loss, then, and only with respect to loss **Discovered** during such extended period but sustained prior to the termination of such prior insurance, the coverage afforded by this **Crime Policy** applies as follows:

a. the Company will have no liability for such loss, unless the amount of such loss exceeds the limit of insurance of that prior insurance; provided, that in such case, the Company will pay the **Insured** for the excess of such loss subject to the terms and conditions of this **Crime Policy**; and

b. any payment the Company makes to the **Insured** for such excess loss will not be greater than the difference between the limit of insurance of the **Insured's** prior insurance and the applicable Single Loss Limit of Insurance of this **Crime Policy**. The Company will not apply the applicable Single Loss Retention to such excess loss.

5. Ownership of Property; Interests Covered

a. The property covered under this **Crime Policy** except as provided in 5.b. below is limited to property:

   i. that the **Insured** owns or leases;

   ii. that the **Insured** holds for others:

      (a) on the **Insured's Premises** or the **Insured's Financial Institution Premises**; or

      (b) while in transit and in the care and custody of a **Messenger**; or

   iii. for which the **Insured** is legally liable, except for property located inside the **Insured's Client's Premises** or the **Insured's Client's Financial Institution Premises**.

Notwithstanding the above, this **Crime Policy** is for the **Insured's** benefit only and provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this **Crime Policy** must be presented by the **Insured**.

b. If ITEM 5 of the Declarations indicates that coverage under Insuring Agreement A.3. Employee Theft of Client Property has been purchased, then the property covered under Insuring Agreement A.3. is limited to property:

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i. that the **Insured's Client** owns or leases;
ii. that the **Insured's Client** holds for others; or
iii. for which the **Insured's Client** is legally liable;

while the property is inside the **Insured's Client's Premises** or the **Insured's Client's Financial Institution Premises**.

Notwithstanding the above, this **Crime Policy** is for the **Insured's** benefit only and provides no rights or benefits to any other person or organization, including the **Insured's Client**. Any claim for loss by the **Insured's Client** that is covered under this **Crime Policy** must be presented by the **Insured**.

6. Representation, Concealment, Misrepresentation or Fraud

No statement made by the **Insured**, whether contained in the application, underwriting information or otherwise, is deemed to be a warranty of anything except that it is true to the best of the knowledge and belief of the person making the statement.

This **Crime Policy** is void in any case of fraud by the **Insured** as it relates to this **Crime Policy** at any time. This **Crime Policy** is also void if the **Insured**, at any time, intentionally conceals or misrepresents a material fact concerning:

a. this **Crime Policy**;
b. the **Money**, **Securities** or **Other Property**;
c. the **Insured's** interest in the **Money**, **Securities** or **Other Property**; or
d. a claim under this **Crime Policy**.

7. Premiums

The **First Named Insured** is responsible for the payment of all premiums and will be the payee for any return premiums the Company pays.

8. Transfer of Rights and Duties Under this **Crime Policy**

Rights and duties under this **Crime Policy** may not be transferred without the Company's written consent except in the case of the death of a natural person **Insured**. If such person dies, then the decedent's rights and duties will be transferred to the decedent's legal representative, but only while acting within the scope of duties as the decedent's legal representative. Until a legal representative is appointed, anyone having proper temporary custody of the decedent's property will have all rights and duties but only with respect to that property.

B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT

1. Limit of Insurance

a. Policy Aggregate Limit of Insurance

If ITEM 5 of the Declarations indicates that this **Crime Policy** includes a Policy Aggregate Limit of Insurance, then the Company's total liability for all loss **Discovered** during the **Policy Period** will not exceed such Policy Aggregate Limit of Insurance. The Policy Aggregate Limit of Insurance will be reduced by the amount of any payment made under the terms of this **Crime Policy**. If the Policy Aggregate Limit of Insurance is exhausted by any payment made for loss **Discovered** during the **Policy Period**, the Company will have no further liability for loss regardless of when **Discovered** and whether or not previously reported to the Company.

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If applicable, the Policy Aggregate Limit of Insurance will be reinstated to the extent of any net recovery pursuant to Condition B.6. that is received by the Company during the **Policy Period** and before the Crime Policy Aggregate Limit of Insurance is exhausted. Recovery from reinsurance or indemnity, or both, for the Company's benefit will not be deemed a recovery as used herein. In the event that a loss of **Securities** is settled by the Company through the use of a Lost Securities Bond, such loss will not reduce the Crime Policy Aggregate Limit of Insurance, but any payment under the Lost Securities Bond reduces the Policy Aggregate Limit of Insurance under this **Crime Policy**.

The provisions of this Condition B.1.a. will not be applicable to Insuring Agreement A.2.

If ITEM 5 of the Declarations indicates that this **Crime Policy** does not include a Crime Policy Aggregate Limit of Insurance, then payment of loss under this **Crime Policy** will not reduce the Single Loss Limit of Insurance for other **Single Losses**.

b. Single Loss Limit of Insurance

The maximum Single Loss Limit of Insurance for each Insuring Agreement will not exceed the applicable amount set forth in ITEM 5 of the Declarations for such Insuring Agreement.

c. Special Limit of Insurance for Specified Other Property

The Company's liability for loss under Insuring Agreements C. and D. is limited as follows

i. the lesser of $25,000. or the amount shown as the Single Loss Limit of Insurance for any **Single Loss** involving precious metals, precious or semi-precious stones, pearls, furs, or completed articles made of or containing such enumerated materials that constitute more than half the value of such articles;

ii. the lesser of $25,000. or the amount shown as the Single Loss Limit of Insurance for any **Single Loss**, including damage to manuscripts, drawings or records of any kind, or the cost of reconstructing them or reproducing any information contained in them;

The Special Limit of Insurance for Specified Other Property is part of, and not in addition to, any applicable limit of liability.

d. Identity Fraud Expense Reimbursement Single Loss Limit of Insurance

The maximum limit of insurance per the **Insured's Management Staff Member** for each **Identity Fraud** covered under Insuring Agreement H.2. will not exceed the applicable Single Loss Limit of Insurance stated in ITEM 5 of the Declarations. All acts incidental to an **Identity Fraud**, any series of **Identity Frauds**, and all **Identity Frauds** arising from the same method of operation, whether committed by one or more persons, will be deemed to arise out of one act and will be treated as one **Identity Fraud**. If an act causes a covered loss under Insuring Agreement H.2. to more than one **Management Staff Member**, the applicable Single Loss Limit of Insurance and Retention under Insuring Agreement H.2. applies to each **Management Staff Member** separately.

e. Loss Covered Under More Than One Insuring Agreement of this **Crime Policy**

Subject to any applicable Crime Policy Aggregate Limit of Insurance, if any **Single Loss** is comprised of loss covered under more than one Insuring Agreement, the most the Company will pay the **Insured** for such **Single Loss** is the lesser of:

i. the actual amount of such **Single Loss**; or

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ii. the sum of the Single Loss Limits of Insurance applicable to such Insuring Agreements applying to such loss.

2. Single Loss Retention

The Company will not pay the **Insured** for any **Single Loss** unless the amount of such **Single Loss** exceeds the Single Loss Retention shown in Item 5 of the Declarations. The Company will pay the **Insured** the amount of any **Single Loss** in excess of the Single Loss Retention, up to the Single Loss Limit of Insurance for the applicable Insuring Agreement.

If more than one Single Loss Retention applies to the same **Single Loss**, then only the highest Single Loss Retention will be applied.

No Single Loss Retention applies to any legal expenses paid to the **Insured** solely under Insuring Agreement B.

3. The Insured's Duties in the Event of a Loss

After the **Insured Discovers** a loss or a situation that may result in loss of or loss from damage to **Money**, **Securities** or **Other Property** that exceeds 25% of the Single Loss Retention, the **Insured** must:

a. notify the Company as soon as possible;
b. notify law enforcement authorities if the **Insured** has reason to believe that any loss, except for loss covered under Insuring Agreements A.1., A.2., A.3., or F.2., involves a violation of law;
c. submit to examination under oath at the Company's request and give the Company a signed statement of the **Insured's** answers;
d. give the Company a detailed, sworn proof of loss within 120 days; and
e. cooperate with the Company in the investigation and settlement of any claim.

Proof of loss under Insuring Agreement B. and H.1. must include: (1) an affidavit of **Forgery** setting forth the amount and cause of loss; and (2) the original written **Covered Instruments** or **Personal Covered Instruments** or a copy of such written instruments.

4. Valuation / Settlement

Subject to the applicable limit of insurance provision (Section V. CONDITIONS B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT 1. Limit of Insurance) the Company will pay the **Insured** for:

a. loss of **Money** but only up to and including its face value, and, at the Company's option, pay for loss of **Money** issued by any country other than the United States of America:

   i. at face value in the **Money** issued by that country; or

   ii. in the United States of America dollar equivalent determined by the rate of exchange published in The Wall Street Journal on the day the loss was **Discovered**;

b. loss of **Securities** but only up to and including their value at the close of business on the day the loss was **Discovered**, and at the Company's option:

   i. pay the **Insured** the value of such **Securities** or replace them in kind, in which event the **Insured** must assign to the Company all the **Insured's** rights, title and interest in those **Securities**; or

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ii. pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the **Securities**; provided, the Company will be liable only for the cost of the Lost Securities Bond as would be charged for a bond having a penalty not exceeding the lesser of the value of the **Securities** at the close of business on the day the loss was **Discovered**;

c. loss of, or loss from damage to, **Other Property** or **Premises** including its exterior for the replacement cost without deduction for depreciation; provided, the Company will pay the **Insured** the lesser of the following:

i. the applicable Single Loss Limit of Insurance;

ii. the cost to replace **Other Property** or **Premises** including its exterior with property of comparable material and quality, and used for the same purpose; or

iii. the amount the **Insured** actually spends that is necessary to repair or replace such property;

provided, the Company will, at its option, pay the **Insured** for loss of, or loss from damage to, **Other Property** or **Premises** including its exterior, in the **Money** of the country in which the loss occurred, or in the United States of America dollar equivalent of the **Money** of the country in which the loss occurred determined by the rate of exchange published in The Wall Street Journal on the day the loss was **Discovered**.

The Company will not pay the **Insured** on a replacement cost basis for any loss or damage until such property is actually repaired or replaced, and unless the repairs or replacement are made as soon as reasonably possible after the loss or damage. If the lost or damaged property is not repaired or replaced, the Company will pay the **Insured** actual cash value on the day the loss was **Discovered**.

Any property that the Company pays the **Insured** for or replaces becomes the Company's property.

5. Records

The **Insured** must keep records of all **Money**, **Securities**, and **Other Property** under this **Crime Policy** so the Company can verify the amount of any loss.

6. Recoveries

a. All recoveries for payments made under this **Crime Policy** should be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:

i. first, to the **Insured** to reimburse the **Insured** for loss sustained that would have been paid under this **Crime Policy** but for the fact that it is in excess of the applicable Single Loss Limit(s) of Insurance;

ii. second, to the Company in satisfaction of amounts paid or to be paid to the **Insured** in settlement of the **Insured's** covered claim;

iii. third, to the **Insured** in satisfaction of any Single Loss Retention; and

iv. fourth, to the **Insured** in satisfaction of any loss not covered under this **Crime Policy**.

b. The value of all property received by the **Insured** from any source whatever and whenever received, in connection with any matter from which a loss has arisen, will be valued as of the date received and will be deducted from the covered loss.

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c. Recoveries do not include any recovery:

i. from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit; or

ii. of original **Securities** after duplicates of them have been issued.

7. Transfer of the Insured's Rights of Recovery Against Others to the Company

The **Insured** must transfer to the Company all the **Insured's** rights of recovery against any person or organization for any loss the **Insured** sustained and for which the Company has paid or settled. The **Insured** must also do everything necessary to secure those rights and do nothing after loss to impair them.

8. Legal Action Against the Company

The **Insured** may not bring any legal action against the Company involving loss:

a. unless the **Insured** has complied with all the terms of this **Crime Policy**;

b. until 90 days after the **Insured** has filed proof of loss with the Company; and

c. unless brought within two (2) years from the date the **Insured Discovers** the loss.

If any limitation in this Condition B.8. is deemed to be inconsistent with applicable law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

9. Liberalization

If the Company adopts any revision to the Crime Terms and Conditions of this **Crime Policy** that would broaden coverage and such revision does not require an additional premium or endorsement and the revision is adopted within 45 days prior to or during the **Policy Period**, the broadened coverage will apply to this **Crime Policy** as of the date the revision is approved for general use by the applicable department of insurance.

C. EMPLOYEE BENEFIT PLAN PROVISIONS – INFLATION GUARD

In compliance with certain provisions of ERISA:

1. if any **Employee Benefit Plan** is insured jointly with any other entity under this **Crime Policy**, the **Insured** must select a Single Loss Limit of Insurance for Insuring Agreement A.2. that is sufficient to provide an amount of insurance for each **Employee Benefit Plan** that is at least equal to that required if each **Employee Benefit Plan** were insured separately;

2. if the **Insured** is an entity other than an **Employee Benefit Plan**, any payment the Company makes to the **Insured** for loss sustained by any **Employee Benefit Plan** will be held by such **Insured** for the use and benefit of the **Employee Benefit Plan(s)** sustaining the loss; and

3. if two or more **Employee Benefit Plans** are covered under this **Crime Policy**, any payment the Company makes for loss:

a. sustained by two or more **Employee Benefit Plans**; or

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b. of commingled **Money**, **Securities** or **Other Property** of two or more **Employee Benefit Plans**;

that arises out of a **Single Loss** is to be shared by each **Employee Benefit Plan** sustaining loss, in the proportion that the limit of insurance required under ERISA for each such **Employee Benefit Plan**, bears to the total of those limits of insurance.

4. If, at the inception date of this **Crime Policy**, or a preceding policy written by the Company that provided ERISA fidelity coverage for **Employee Benefit Plans**, the **Insured** has or had a Single Loss Limit of Insurance under such ERISA fidelity coverage for **Employee Benefit Plans** that is or was equal to or greater than the limit of insurance required under ERISA, the Single Loss Limit of Insurance under Insuring Agreement A.2. will equal the greater of the amount of the limit of insurance required by ERISA or the Single Loss Limit of Insurance set forth in Item 5. of the Declarations for Insuring Agreement A.2.

D. CANCELLATION OR TERMINATION

1. The **Insured** may cancel:

   a. this **Crime Policy** in its entirety;

   b. an Insuring Agreement; or

   c. coverage for any **Insured**;

   by mailing or delivering to the Company advance written notice of cancellation.

2. The Company may cancel:

   a. this **Crime Policy** in its entirety;

   b. an Insuring Agreement; or

   c. coverage for any **Insured**;

   by mailing or delivering to the **First Named Insured** written notice of cancellation at least 20 days before the effective date of cancellation if the Company cancels for nonpayment of premium; or 60 days before the effective date of cancellation if the Company cancels for any other reason.

   The Company will mail or deliver the Company's notice to the **First Named Insured's** last mailing address known to the **Company**. Notice of cancellation will state the effective date of cancellation and the **Policy Period** will end on that date. If this **Crime Policy** or an Insuring Agreement is cancelled, the Company will send the **First Named Insured** any premium refund due. If the Company cancels this **Crime Policy**, the refund will be pro rata. If the **Insured** cancels, the earned premium will be computed in accordance with the customary short rate table and procedure. The cancellation will be effective even if the Company has not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. This **Crime Policy** terminates:

   a. in its entirety immediately upon the expiration of the **Policy Period**;

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b. in its entirety immediately upon exhaustion of the Policy Aggregate Limit of Insurance, if applicable; provided, that no **Crime Policy** termination under this Condition D.3.b. will be effective with respect to any **Employee Benefit Plan** covered under Insuring Agreement A.2.;

c. in its entirety immediately upon the voluntary liquidation or dissolution of the **First Named Insured**; provided, that no **Crime Policy** termination under this Condition D.3.c. will be effective with respect to any **Employee Benefit Plan** covered under Insuring Agreement A.2.; or

d. as to any **Subsidiary** immediately upon the **Change of Control** of such **Subsidiary**.

4. This **Crime Policy** terminates as to any **Employee**:

a. as soon as the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any dishonest or fraudulent employment related act involving an amount in excess of $10,000; or

b. 60 days after the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any dishonest or fraudulent non-employment related act; either of which acts were committed by such **Employee** in the **Insured's** service, during the term of employment by the **Insured** or prior to employment by the **Insured**, provided such dishonest or fraudulent non-employment related act involved **Money**, **Securities** or **Other Property** is in an amount in excess of $10,000.

E. CHANGES

Only the **First Named Insured** is authorized to make changes in the terms of this **Crime Policy** and solely with the Company's prior written consent. This **Crime Policy's** terms can be changed, amended or waived only by endorsement issued by the Company and made a part of this **Crime Policy**. Notice to any representative of the **Insured** or knowledge possessed by any agent or by any other person will not effect a waiver or change to any part of this **Crime Policy**, or estop the Company from asserting any right under the terms, conditions and limitations of this **Crime Policy**, nor may the terms, conditions and limitations hereunder be waived or changed, except by a written endorsement to this **Crime Policy** issued by the Company.

F. ENTIRE AGREEMENT

The Declarations, the application, the Crime Terms and Conditions, and any endorsements attached thereto, constitute the entire agreement between the **Insured** and the Company.

G. HEADINGS

The titles of the various paragraphs of this **Crime Policy** and its endorsements are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provision to which they relate.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND DEFINITION OF EMPLOYEE ENDORSEMENT

This endorsement modifies the following coverage:

Crime

It is agreed that:

Solely with respect to the coverage shown above, Section III. DEFINITIONS S. ***Employee*** 1.a. is replaced with the following:

1. any natural person:

a. while in the **Insured's** service or for **90** days after termination of service, unless such termination is due to **Theft** or **Forgery** or any other dishonest act committed by the **Employee**;

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America

Policy Number: 107151511

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENT ENTITY CRIME ENDORSEMENT – FAITHFUL PERFORMANCE OF DUTY

This endorsement modifies the following:

Crime

It is agreed that:

1. The following is added to Section ***I. INSURING AGREEMENTS*, A. Fidelity**, 1. Employee Theft-Per Loss Coverage and 2. Employee Theft-Per Employee Coverage:

   Faithful Performance of Duty
   The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money, Securities** and **Other Property** directly caused by the failure of any **Employee** to faithfully perform the **Employee's** duties as prescribed by law.

2. The limit of liability for Faithful Performance of Duty coverage is **$500,000**, and such limit is part of, and not in addition to, the limit of liability for Insuring Agreement A.1., FIDELITY, Employee Theft-Per Loss Coverage, and Insuring Agreement A.2., FIDELITY, Employee Theft-Per Employee Coverage, respectively, if coverage is carried thereunder.

3. The following is added to Section ***III. DEFINITIONS***:

   Financial Institution Failure means the failure of any **Financial Institution** acting as a depository for property that the **Insured** owns or for which the **Insured** is legally liable.

4. The following is added to Section ***IV. EXCLUSIONS***:

   This **Crime Policy** will not apply to loss resulting directly or indirectly from **Financial Institution Failure.**

5. The following replaces paragraph 4.a. of section ***V. CONDITIONS***, D. CANCELLATION OR TERMINATION:

   4. This **Crime Policy** terminates as to any **Employee**
      a. as soon as the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any employment related act committed by the **Employee** that would constitute a loss under the terms of this **Crime Policy,** involving **Money, Securities** or **Other Property** in an amount in excess of $10,000; or

6. The following replaces the INDEMNIFICATION provision as set forth in paragraph 6. of the Government Entity Crime Endorsement:

   Indemnification

   The Company will indemnify any of the **Insured's** officials who are required by law to give bonds for the faithful performance of their duties against loss through the failure of any **Employee** under the supervision of that official to faithfully perform such **Employee's** duties as prescribed by law, when such failure directly causes direct loss of, or direct loss from damage to, the **Insured's Money**, **Securities** and **Other Property**, subject to the applicable Limit of Insurance. The provisions of this Condition apply to Insuring Agreement A only.

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENT ENTITY CRIME ENDORSEMENT
INCLUDING COVERAGE FOR TREASURERS AND TAX COLLECTORS

This endorsement modifies the following:

Crime

It is agreed that:

1. Item 5. of the ***DECLARATIONS***, **Insuring Agreement A. Fidelity** is replaced with the following:

Insuring Agreement	Single Loss Limit of Insurance	Single Loss Retention
A. Fidelity		
1. Employee Theft - Per Loss Coverage	**$500,000**	**$5,000**
2. Employee Theft - Per Employee Coverage		

2. Section ***I. INSURING AGREEMENTS,*** A. FIDELITY is replaced with the following:

A. FIDELITY

1. Employee Theft - Per Loss Coverage
The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** directly caused by **Theft** or **Forgery** committed by an **Employee**, whether identified or not, acting alone or in collusion with other persons.

2. Employee Theft - Per Employee Coverage
The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money**, **Securities**, and **Other Property** directly caused by **Theft** or **Forgery** committed by each **Employee**, whether identified or not, acting alone or in collusion with other persons.

3. Section ***II. GENERAL AGREEMENTS,*** **A. JOINT INSURED,** 5. is replaced with the following:

5. Payment by the **Company** to the **First Named Insured** for loss sustained by any **Insured** fully releases the Company on account of such loss.

4. Section ***III. DEFINTIONS*** is amended as follows:

A. Definition DD. **Insured** is replaced with the following:
DD. **Insured** means:
1. the **First Named Insured**,
2. any **Sponsored Plan**, or
3. any other entity listed in Item 1.of the Declarations.

B. Paragraph 1. of Definition RR. **Single Loss** is replaced with the following:
RR. **Single Loss** means:
1. for purposes of Insuring Agreement A.1:
a. an individual act;
b. the combined total of all separate acts; or
c. a series of related acts;
committed by an **Employee** or committed by more than one **Employee** acting alone or in collusion with other persons both during and before the **Policy Period**; and

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2. for purposes of Insuring Agreement A.2.:
   a. an individual act;
   b. the combined total of all separate acts; or
   c. a series of related acts;

committed by each **Employee** acting alone or in collusion with other persons both during and before the **Policy Period.**

C. Paragraph 1. of Definition UU. **Theft** is deleted.

5. Section ***IV. EXCLUSIONS*** is amended as follows:

A. Exclusion C is replaced by the following:
   C. This **Crime Policy** will not apply to loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by the **Insured**, the **Insured's** natural person partners, any **LLC Member** or **Officer-Shareholder**, whether acting alone or in collusion with others.

B. References to Insuring Agreement A.3. are deleted from Exclusions D, E, F, G, H, O, P, W, and X.

C. Exclusion CC. is replaced by the following:
   CC. This **Crime Policy** will not apply to loss sustained by the **Insured** or any **Subsidiary** to the extent it results in a benefit, gain or transfer to the **Insured** or any **Subsidiary**.

D. The following Exclusion is added:
   DD. This **Crime Policy** will not apply to loss caused by any **Employee** required by law to be individually bonded.

6. Section ***V. CONDITIONS*** is amended as follows:

A. Section **A. GENERAL CONDITIONS**, 5. Ownership of Property; Interests Covered, b. is deleted.

B. The third paragraph, which reads, "The provisions of this Condition B.1.a will not be applicable to Insuring agreement A.2." is deleted from section **B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT**, 1. **Limit of Insurance**, a. Policy Aggregate Limit of Insurance.

C. Section **B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT, 3. The Insured's Duties in the Event of a Loss**, b. is replaced with the following:
   b. notify law enforcement authorities if the **Insured** has reason to believe that any loss, except for loss covered under Insuring Agreements A.1., A.2, or F.2., involves a violation of law;

D. Section **C. EMPLOYEE BENEFIT PROVISIONS - INFLATION GUARD** is deleted.

E. Sections **D. CANCELLATION OR TERMINATION**, 3 b. and c. are replaced with the following:
   b. in its entirety immediately upon exhaustion of the Policy Aggregate Limit of Insurance, if applicable;
   c. in its entirety immediately upon the voluntary liquidation or dissolution of the **First Named Insured**;

7. The following Condition is added:
   Indemnification

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The Company will indemnify any of the **Insured's** officials who are required by law to give individual bonds for the faithful performance of their duties, against loss through **Theft** committed by **Employees** who serve under them, subject to the applicable Limit of Insurance. The provisions of this Condition apply to Insuring Agreement A only.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GLOBAL COVERAGE COMPLIANCE ENDORSEMENT – ADDING FINANCIAL INTEREST COVERAGE AND SANCTIONS CONDITION AND AMENDING TERRITORY CONDITION

This endorsement changes the following:

Crime

It is agreed that:

1. The following is added to section **III. DEFINITIONS**:

   Financial Interest means the **First Named Insured's** insurable interest in an **Insured** that is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, as a result of the **First Named Insured's**:

   1. ownership of the majority of the outstanding securities or voting rights of the **Insured** representing the present right to elect, appoint, or exercise a majority control over such **Insured's** board of directors, board of trustees, board of managers, natural person general partner, or functional foreign equivalent;

   2. indemnification of, or representation that it has an obligation to indemnify, the **Insured** for loss sustained by such **Insured**; or

   3. election or obligation to obtain insurance for such **Insured**.

2. The following replaces section **V. CONDITIONS**, **A. GENERAL CONDITIONS**, 1., Territory Covered:

   1. Territory Covered

      a. Except as indicated in Item 5. of the Declarations,

         i. the Company will cover loss the **Insured** sustains anywhere in the world, and

         ii. the Company will cover all of the **Insured's** offices and **Premises**, including any additional offices or **Premises** pursuant to sections II. GENERAL AGREEMENTS B. ADDITIONAL OFFICES, C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS, and D. ACQUISITIONS in this **Crime Policy**.

      b. This **Crime Policy** does not apply to:

         i. loss sustained by an **Insured** domiciled; or

         ii. loss of **Other Property** located,

         in any country or jurisdiction in which the Company is not licensed to provide this insurance, to the extent that providing this insurance would violate the laws or regulations of such country or jurisdiction.

      c. In the event an **Insured** sustains loss referenced in b. above to which this **Crime Policy** would have applied, the Company will reimburse the **First Named Insured** for its loss, on account of its **Financial Interest** in such **Insured**.

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3. The following is added to section **V. CONDITIONS**, **B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT**:

In the event the Company reimburses the **First Named Insured** on account of its **Financial Interest** in an **Insured**, as a condition precedent to exercising rights under this **Crime Policy**, the **First Named Insured** will cause the **Insured** to comply with the conditions of this **Crime Policy**.

4 The following is added to section **V. CONDITIONS**:

SANCTIONS

This **Crime Policy** will provide coverage for any loss or expenses, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose the Company or any of its affiliated or parent companies to any trade or economic sanction under any law or regulation of the United States of America or any other applicable trade or economic sanction, prohibition or restriction.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT FOR CERTAIN ERISA CONSIDERATIONS

This endorsement changes the following:

Crime

It is agreed that:

1. The following replaces section **I. INSURING AGREEMENTS**, A. 2. ERISA Fidelity:

   2. ERISA Fidelity

   The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** that belongs to an **Employee Benefit Plan**, directly caused by acts of **Fraud or Dishonesty** committed by a **Fiduciary**, whether identified or not, acting alone or in collusion with other persons.

2. The following is added to section **III. DEFINITIONS**:

   Fraud or Dishonesty has the meaning set forth in Title 29, Code of Federal Regulations, Section 2580.412-9.

   Handled or Handling mean "handle", "handled", "handles" or "handling" as these terms are set forth in Title 29, Code of Federal Regulations, Section 2580.412-6.

3. The following replaces section **III. DEFINITIONS**, V.

   V. ***Fiduciary*** means:

      1. any natural person who is a trustee, officer, **Employee**, or an administrator, of any **Employee Benefit Plan**; or

      2. any natural person who is a member of the board of directors, member of the board of trustees, a partner, an **LLC Manager**, an **LLC Member**, an **Officer-Shareholder**, an officer, or an **Employee**, of any **Employee Benefit Plan Sponsor**; while that person is **Handling Money**, **Securities**, or **Other Property** that belongs to an **Employee Benefit Plan**.

   Fiduciary does not mean any agent, broker, independent contractor, third party administrator, broker-dealer, registered representative, investment advisor, custodian, or other person or entity of the same general character.

4. The following replaces section **IV. EXCLUSIONS**, M and Z:

   M. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Theft**, disappearance, damage, destruction, or disclosure of any intangible property or confidential information, including:

      1. trade secret information, confidential processing methods, or other confidential information or intellectual property of any kind, or **Electronic Data**, unless otherwise covered under Insuring Agreement F.2.; or

      2. **Computer Programs**,

      provided that this exclusion will not apply to loss that is otherwise covered under Insuring Agreement A. 2., ERISA Fidelity caused by a **Fiduciary's** access to, use of, or disclosure of, such intangible property or confidential information to commit acts of **Fraud or Dishonesty**.

   Z. This **Crime Policy** will not apply to loss resulting directly or indirectly from the diminution in value of **Money**, **Securities**, or **Other Property**, provided that this exclusion will not apply to loss that is otherwise covered under Insuring Agreement A. 2., ERISA Fidelity caused by a **Fiduciary's** acts of **Fraud or Dishonesty**.

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5. The following replaces section **V. CONDITIONS, A. GENERAL CONDITIONS**, 3. Extended Period to Discover Loss:

3. Extended Period to Discover Loss

The Company will pay the **Insured** for loss that the **Insured** sustained prior to the effective date of cancellation or termination of this **Crime Policy**, which is **Discovered** by the **Insured**:

a. no later than 90 days from the date of cancellation or termination; and

b. as respects any **Employee Benefit Plan**, no later than one year from the date of cancellation or termination.

Notwithstanding the above, with respect to all Insuring Agreements other than Insuring Agreement A.2. ERISA Fidelity, this extended period to **Discover** loss terminates immediately upon the effective date of any other insurance obtained by the **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**. With respect to Insuring Agreement A.2. ERISA Fidelity, the extended period to Discover Loss terminates upon the effective date of any other insurance obtained by the **Employee Benefit Plan Sponsor** or the **Employee Benefit Plan** that offers the same coverage afforded by this **Crime Policy** in an amount no less than the minimum amount required under ERISA section 412 and that provides coverage for loss sustained prior to its effective date.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TELECOMMUNICATION FRAUD INSURING AGREEMENT ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

1. The following is added to ITEM 5 of the Declarations:

	Single Loss Limit of Insurance	Single Loss Retention
Telecommunication Fraud	$100,000	$5,000

2. The following is added to section **I. INSURING AGREEMENTS**:

   TELECOMMUNICATION FRAUD

   The Company will pay the **Insured** for its **Telecommunication Charges** directly caused by **Telecommunication Fraud**.

3. The following are added to section **III. DEFINITIONS**:

   Whenever appearing in this **Crime Policy**, the following words and phrases appearing in bold type have the meanings set forth in this Section III. DEFINITIONS:

   Telecommunication Charges mean amounts charged to the **Insured** by its telephone service provider.

   Telecommunication Fraud means the unauthorized access to, or use of, the **Insured's** telephone system by a person or entity other than an **Employee**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **107151511**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL ENGINEERING FRAUD INSURING AGREEMENT ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

1. The following is added to ITEM 5. of the Declarations:

Insuring Agreement	Single Loss Limit of Insurance	Single Loss Retention
Social Engineering Fraud	$100,000	$5,000

2. The following **INSURING AGREEMENT** is added to section **I. INSURING AGREEMENTS**:

   SOCIAL ENGINEERING FRAUD

   The Company will pay the **Insured** for the **Insured's** direct loss from the transferring, paying or delivering of **Money** or **Securities**, directly caused by **Social Engineering Fraud**.

3. The following are added to section **III. DEFINITIONS**:

   Authorized Person means an **Officer-Shareholder**, sole proprietor, director, trustee, natural person partner, **LLC Manager** or **LLC Member** who is authorized by the **Insured** to transfer, pay, or deliver **Money** or **Securities** or to instruct **Employees** or other **Authorized Persons** to transfer, pay, or deliver **Money** or **Securities**.

   Communication means an electronic, telegraphic, cable, teletype, telephonic voice, telefacsimile, or written instruction received by an **Employee** or **Authorized Person** that:

   1. directs the **Employee** or **Authorized Person** to transfer, pay, or deliver **Money** or **Securities**;
   2. contains a misrepresentation of a material fact; and
   3. is relied upon by the **Employee** or **Authorized Person**, believing the material fact to be true.

   Social Engineering Fraud means the intentional misleading of an **Employee** or **Authorized Person** by a natural person impersonating:

   1. a **Vendor**, or that **Vendor's** attorney;
   2. a **Client**, or that **Client's** attorney;
   3. an **Employee**; or
   4. an **Authorized Person**,

   through the use of a **Communication**.

   Vendor means an entity or natural person that has provided goods or services to the **Insured** under a genuine, pre-existing, written agreement or other agreed-upon arrangement.

   Vendor does not include any **Financial Institution**, asset manager, armored motor vehicle company, or similar entity.

4. The following replaces section **III. DEFINITIONS**, G. **Computer System**:

   G. ***Computer System*** means:

      1. any computer; and
      2. any input, output, processing, storage, or communication device, or any related network, cloud service, operating system, or application software, that is connected to, or used in connection with, such computer,

      that is rented by, owned by, leased by, licensed to, or under the direct operational control of, the **Insured**.

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5. Solely with respect to the Social Engineering Fraud Insuring Agreement, the following replaces section **III. DEFINITIONS**, C. **Client**:

   C. ***Client*** means an entity or natural person for which the **Insured** provides goods or performs services, for a fee, or as specified in a pre-existing written agreement, but only while the written agreement is in effect.

6. The following replaces section **III. DEFINITIONS**, E. **Computer Fraud**:

   E. ***Computer Fraud*** means an intentional, unauthorized, and fraudulent entry or change of data or computer instructions directly into a **Computer System**:

      1. by a natural person or entity, other than an **Employee**, **Authorized Person**, independent contractor, or any individual under the direct supervision of the **Insured**, including any such entry or change made via the internet, provided that such entry or change causes **Money**, **Securities**, or **Other Property** to be transferred, paid, or delivered from inside the **Premises** or from the **Insured's Financial Institution Premises**, to a place outside the **Premises** or the **Insured's Financial Institution Premises**; or
      2. made by an **Employee** or **Authorized Person** acting in good faith upon an intentional, unauthorized, and fraudulent instruction received from a computer software contractor who has a written agreement with the **Insured** to design, implement, or service **Computer Programs** for a **Computer System** covered under section **I. INSURING AGREEMENTS**, **F. COMPUTER CRIME** .

   For purposes of this definition, an intentional, unauthorized, and fraudulent entry or change of data or computer instructions does not include such entry or change made by an **Employee**, **Authorized Person**, independent contractor, or any individual under the direct supervision of the **Insured** made in reliance upon any fraudulent electronic, cable, teletype, telephonic voice, telefacsimile, or written instruction, except as defined in E.2. above. An intentional, unauthorized, and fraudulent entry or change of data or computer instructions also does not include such entry or change that involves the use, or purported use, of any **Credit, Debit, or Charge Card** or any access, convenience, identification, stored value, or other similar cards, including the information contained on such cards.

   Computer Fraud does not include **Social Engineering Fraud** or **Funds Transfer Fraud**.

7. The following replaces section **III. DEFINITIONS**, AA. **Funds Transfer Fraud**:

   AA. ***Funds Transfer Fraud*** means:

      1. an electronic, telegraphic, cable, teletype, or telephone instruction, fraudulently transmitted to a **Financial Institution** directing such institution to debit a **Transfer Account** and to transfer, pay, or deliver **Money** or **Securities** from the **Transfer Account** , which instruction purports to have been transmitted by the **Insured** but was in fact fraudulently transmitted by someone other than the **Insured** without the **Insured's** knowledge or consent; or
      2. a fraudulent written instruction, other than one covered under Insuring Agreement B., issued to a **Financial Institution** directing such **Financial Institution** to debit a **Transfer Account** and to transfer, pay, or deliver **Money** or **Securities** from such **Transfer Account** by use of an electronic funds transfer system at specified intervals or under specified conditions, which written instruction purports to have been issued by the **Insured** but was in fact fraudulently issued, **Forged**, or altered by someone other than the **Insured** without the **Insured's** knowledge or consent.

   Funds Transfer Fraud does not include **Social Engineering Fraud**.

8. The following replaces section **III. DEFINITIONS**, DD. **Insured**:

   DD. ***Insured*** means:

      1. for the purposes of Insuring Agreement A.2. and the Social Engineering Fraud Insuring Agreement, any and all **Employee Benefit Plans**:
         a. which have been established or maintained by an **Employee Benefit Plan Sponsor** as of the inception date of this **Crime Policy**; or
         b. which have been created or acquired by an **Employee Benefit Plan Sponsor** after the inception date of this **Crime Policy**, subject to the provisions of General Agreements C. and D.

      2. for the purposes of all Insuring Agreements, except Insuring Agreement A.2.:
         a. the **First Named Insured**,
         b. any **Subsidiary**,
         c. any **Sponsored Plan**, or
         d. any other entity listed in Item 1. of the Declarations.

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9. The following replaces section **IV. EXCLUSIONS**, G., H., and R.:

   G. This **Crime Policy** will not apply to loss or damages resulting directly or indirectly from the input of **Electronic Data** by a natural person having the authority to enter the **Computer System**, unless covered under Insuring Agreements A.1., A.2., A.3., F1., but only when covered under section III. DEFINITIONS, E., **Computer Fraud**, 2., F.2., G., or the Social Engineering Fraud Insuring Agreement.

   H. This **Crime Policy** will not apply to loss resulting from forged, altered, or fraudulent negotiable instruments, securities, documents, or instructions used as source documentation to enter **Electronic Data** or send instructions, provided this does not apply to Insuring Agreements A.1., A.2., A.3., or the Social Engineering Fraud Insuring Agreement.

   R. This **Crime Policy** will not apply to loss resulting directly or indirectly from:

      1. the giving or surrendering of **Money**, **Securities** or **Other Property** in any exchange or purchase, whether genuine or fictitious; or
      2. any other giving or surrendering of, or voluntary parting with, **Money**, **Securities** or **Other Property**, whether or not induced by any dishonest or fraudulent act, except when covered under:
         a. Insuring Agreement A.;
         b. Insuring Agreement E.;
         c. Insuring Agreement F1., or
         d. the Social Engineering Fraud Insuring Agreement.

10. Solely with respect to the Social Engineering Fraud Insuring Agreement, the following replaces section **IV. EXCLUSIONS**, T.:

    T. This **Crime Policy** will not apply to loss of **Money**, **Securities** or **Other Property**:

       1. while in the mail; or
       2. while in the custody of any messenger, carrier for hire, or armored motor vehicle company.

11. Solely with respect to the Social Engineering Fraud Insuring Agreement, the following are added to section **IV. EXCLUSIONS**:

    This **Crime Policy** will not apply to:

    a. loss or damage due to **Theft** by an **Employee**, **Forgery**, **Computer Fraud**, **Funds Transfer Fraud**, or acceptance of money orders or **Counterfeit Money**;
    b. loss due to any investment in **Securities**, or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
    c. loss due to the failure, malfunction, illegitimacy, inappropriateness, or inadequacy of any product or service;
    d. loss resulting directly or indirectly from the failure of any party to perform in whole or in part under any contract;
    e. loss due to any non-payment of or default upon any loan, extension of credit, or similar promise to pay;
    f. loss due to any party's use of or acceptance of any **Credit**, **Debit or Charge Card** or any access, convenience, identification, stored value or other similar card or instrument, including the information contained on such cards, whether or not genuine; or
    g. loss due to items of deposit which are not finally paid for any reason, including forgery or any other fraud; however, this exclusion does not apply to United States Government checks or drafts that are returned by the United States Government for any reason after the funds for said checks or drafts have been credited to the **Insured's** account at a **Financial Institution**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CANCELLATION OR TERMINATION ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

1. The following replaces section ***V., CONDITIONS***, **D.2.**:

   2. The Company may cancel:
      a. this **Crime Policy** in its entirety;
      b. an Insuring Agreement; or
      c. coverage for any **Insured**;

      by mailing or delivering to the **First Named Insured** written notice of cancellation at least **20** days (number of days must equal or exceed 20 days) before the effective date of cancellation if the Company cancels for nonpayment of premium; or **60** days (number of days must equal or exceed 60 days) before the effective date of cancellation if the Company cancels for any reason scheduled below. The Company will cancel for the following reasons:
      a. nonpayment of premium,
      b. fraud in obtaining coverage,
      c. an increase in hazard within the control of the **Named Insured** which would produce an increase in rate,
      d. loss of the Company's reinsurance covering all or part of the risk covered by the policy,
      e. on an insurer placed in supervision, conservatorship or receivership if the cancellation is approved or directed by the supervisor, conservator, or receiver.

      The Company will mail or deliver the Company's notice to the **First Named Insured's** last mailing address known to the Company. Notice of cancellation will state the effective date of cancellation and the **Policy Period** will end on that date. If this **Crime Policy** or an Insuring Agreement is cancelled, the Company will send the **First Named Insured** any premium refund due, computed on a pro-rata basis. The cancellation will be effective even if the Company has not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. The following is added to section ***V., CONDITIONS***, **D. CANCELLATION OR TERMINATION**:

   5. The Company will not be required to renew this **Crime Policy** upon its expiration. If the Company elects not to renew, the Company will provide to the **First Named Insured** written notice to that effect **60** days (number of days must equal or exceed 60 days) before the Expiration Date set forth in ITEM 2 of the Declarations.

      If notice is delivered or mailed later than the 60 th day before the Expiration Date, the coverage will remain in effect until the 61 st day after the date on which the notice is delivered or mailed. Earned premium for any period of coverage that extends beyond the Expiration Date of the policy will be computed pro rata based on the previous year's rate.

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Cancellation and nonrenewal notices will provide a written statement fully explaining any decision which adversely affects the **Insured.** The Company must state the following:

a. the precise incident, circumstances or risk factor(s) applicable to the policyholder that violates the guidelines;

b. the source of information the Company relied on regarding the incident, circumstances or risk factor(s); and

c. specifically, any other information deemed relevant by the Commissioner.

The Company may not cancel or refuse to renew a policy or contract of insurance based solely on the fact that the policyholder in question is an elected official.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

1. The following is added to section ***V. CONDITIONS***, **B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT**:

   Claims Handling

   a) Not later than 15 days after receipt of a written notice of claim, the Company agrees to: 1) acknowledge receipt of the written notice of claim, and 2) request information necessary to begin the investigation of the matter;

   b) Except as provided in 1.c. below, not later than 15 business days after the Company receives all items, statements and forms required by the Company in order to secure final proof of loss, the Company agrees to notify the **Named Insured** in writing of the acceptance or rejection of the claim;

   c) If the Company is unable to accept or reject the claim within the period specified in 1.b. above, the Company will notify the **Named Insured**, not later than the date specified in 1.b. above, that the Company needs additional time, not to exceed 45 days from the date of said notification to the **Named Insured**;

   d) If the Company rejects the claim, the notification provided to the **Named Insured** must state the reasons for the rejection; and

   e) If the Company notifies the **Named Insured** that the Company is willing to pay a claim or part of a claim, the Company will pay the agreed amount not later than five business days after such notification. If the payment is conditioned on the performance of an act by the **Named Insured**, the Company will pay the agreed amount not later than five business days after the date the act is performed.

2. The following is added to section ***V. CONDITIONS***, **B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT:**

   Catastrophe Claims

   If a claim results from a weather-related catastrophe or a major natural disaster, the claim handling and claim payment deadlines described in this section are extended for an additional 15 days. Catastrophe or Major Natural Disaster means a weather-related event which is:

   1) declared a disaster under the Texas Disaster Act of 1975; or

   2) determined to be a catastrophe by the State Board of Insurance.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **107151511**

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Only the Insuring Agreements with Limits shown in the CyberRisk Declarations apply.

Liability Insuring Agreements

Privacy And Security. The Insurer will pay *Loss* on behalf of the *Insured*, resulting from a *Claim* that is first made during the *Policy Period*, or any applicable extended reporting period, for a *Privacy And Security Act*.

Media. The Insurer will pay *Loss* on behalf of the *Insured*, resulting from a *Claim* that is first made during the *Policy Period*, or any applicable extended reporting period, for a *Media Act*.

Regulatory Proceedings. The Insurer will pay *Defense Costs* and *Regulatory Costs* on behalf of the *Insured*, resulting from a *Regulatory Proceeding* that is first made during the *Policy Period*, or any applicable extended reporting period, for a *Privacy And Security Act* or *Media Act*.

Breach Response Insuring Agreements

Privacy Breach Notification. The Insurer will reimburse, or pay on behalf of, the *Insured* for *Privacy Breach Notification Costs* resulting from an actual or suspected *Privacy Breach* that is *Discovered* during the *Policy Period*, or any applicable extended reporting period.

Computer And Legal Experts. The Insurer will reimburse, or pay on behalf of, the *Insured* for *Computer And Legal Expert Costs* resulting from an actual or suspected:

1. *Privacy Breach*;
2. *Security Breach*; or
3. *Cyber Extortion Threat*,

that is *Discovered* during the *Policy Period*, or any applicable extended reporting period.

Betterment. The Insurer will reimburse the *Insured* for *Betterment Costs*, following a *Security Breach* that is *Discovered* during the *Policy Period.*

Cyber Extortion. The Insurer will reimburse, or pay on behalf of, the *Insured* for *Cyber Extortion Costs*, resulting from a *Cyber Extortion Threat* that is *Discovered* during the *Policy Period*.

Data Restoration. The Insurer will reimburse, or pay on behalf of, the *Insured* for *Restoration Costs*, directly caused by a *Security Breach* that is *Discovered* during the *Policy Period*.

Public Relations. The Insurer will reimburse, or pay on behalf of, the *Insured* for *Public Relations Costs*, resulting from an actual or suspected:

1. *Privacy Breach*;
2. *Security Breach*; or
3. *Media Act*,

that is *Discovered* during the *Policy Period*.

Cyber Crime Insuring Agreements

Computer Fraud. The Insurer will pay the *Insured Entity* for its direct loss of *Money*, *Securities*, or *Other Property*, directly caused by *Computer Fraud* that is *Discovered* during the *Policy Period*.

Funds Transfer Fraud. The Insurer will pay the *Insured Entity* for its direct loss of *Money* or *Securities*, directly caused by *Funds Transfer Fraud* that is *Discovered* during the *Policy Period*.

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Cyber Crime Insuring Agreements continued from previous page.

Social Engineering Fraud. The Insurer will pay the *Insured Entity* for its direct loss of *Money* or *Securities*, directly caused by *Social Engineering Fraud* that is *Discovered* during the *Policy Period*.

Telecom Fraud. The Insurer will pay the *Insured Entity* for its *Telecom Charges*, directly caused by *Telecom Fraud* that is *Discovered* during the *Policy Period*.

Business Loss Insuring Agreements

Business Interruption. The Insurer will pay the *Insured* for its *Business Interruption Loss* that is directly caused by any of the following, if *Discovered* during the *Policy Period*:

1. A *Security Breach* that results in a total or partial interruption of a *Computer System*.
2. A *System Failure*, if applicable.
3. The voluntary shutdown of a *Computer System* by the *Insured*, if it is reasonably necessary to minimize the *Loss* caused by a *Security Breach* or *Privacy Breach* in progress.

Dependent Business Interruption. The Insurer will pay the *Insured* for its *Business Interruption Loss,* directly caused by an *IT Provider Breach* that is *Discovered* during the *Policy Period*.

Reputation Harm. The Insurer will pay the *Insured* for its *Reputation Harm*, directly caused by an *Adverse Media Report* or *Notification* that:

1. first occurs during, or within 60 days after, the *Policy Period*; and
2. directly relates to a *Privacy Breach* or *Security Breach* that is *Discovered* during the *Policy Period.*

Definitions

Accounting Costs. Means the reasonable fees or costs of a forensic accounting firm, incurred by the *Insured Entity*, to calculate *Income Loss*, even if such calculation shows there has been no *Income Loss*.

Additional Insured. Means a person or entity, not otherwise an *Insured*, with whom the *Insured Entity* has entered into a written agreement to include as an *Insured*, but only for *Wrongful Acts*:

1. by, or on behalf of, the *Insured Entity* under such agreement; and
2. that occur after the *Insured Entity* has executed such agreement.

Adverse Media Report. Means any communication of an actual or potential *Privacy Breach* or *Security Breach* by a media outlet. Multiple *Adverse Media Reports* regarding the same *Privacy Breach* or *Security Breach* are deemed one *Adverse Media Report*.

Approved Provider. Means a service provider approved by the Insurer in writing to the *Insured*.

Automatic ERP. Means a 90-day extended reporting period starting on the effective date this Coverage is canceled or not renewed.

Betterment Costs.

1. Means the reasonable costs incurred and paid by the *Insured*, with the Insurer's written consent, for hardware or software to improve a *Computer System* after a *Security Breach*, if:
   a. the *Security Breach* has been stopped or contained, and resulted in covered *Computer and Legal Expert Costs;*
   b. the *Approved Provider* that provided computer services in response to such *Security Breach:*
      i. has identified a weakness in a *Computer System* that caused, or contributed to, the *Security Breach*; and
      ii. recommends the improvements to prevent a future *Security Breach* from exploiting such weakness; and

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c. such improvements are incurred and paid for by the *Insured* within the earlier of 90 days after:
   i. the recommendation by the *Approved Provider*; or
   ii. the end of the *Policy Period*.

Costs for improvements that are subject to a license, lease, or subscription will be limited to the pro rata portion of such costs for the first 12 months.

2. Does not include wages, benefits, or overhead of any *Insured*.

Business Interruption Loss.

1. Means:
   a. *Income Loss* and *Extra Expense* incurred or paid by the *Insured Entity* during the *Period of Restoration*; and
   b. *Accounting Costs*, if the *Insured Entity's* business operations are interrupted beyond the *Wait Period*.
2. Does not include loss arising out of harm to the *Insured Entity's* reputation.

Change Of Control.

Means when:

1. the Named Insured is, or most of its assets are, acquired;
2. the Named Insured is merged with, or consolidated into, another entity, and the Named Insured is not the surviving entity; or
3. the management that was in control over the Named Insured as of the inception of the *Policy Period* no longer has such control.

Claim.

Means:

1. a written demand for monetary or nonmonetary relief, including injunctive relief, commenced by an *Insured's* receipt of such written demand;
2. a civil proceeding, commenced by the service of a complaint or similar pleading;
3. an arbitration, mediation, or similar alternative dispute resolution proceeding, commenced by the service of an arbitration petition or similar legal document;
4. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding, commenced by an *Insured's* receipt of such written request; or
5. for the Regulatory Proceedings Insuring Agreement only, a *Regulatory Proceeding*, commenced by:
   a. the filing of charges;
   b. the filing of an investigative order;
   c. the service of a summons; or
   d. the service or filing of a similar document,

against an *Insured* for a *Wrongful Act*. Except under Other Conditions, Notice Of Claim, a *Claim* is deemed made when commenced.

Client.

Means a person or entity to whom the *Insured Entity*:

1. provides goods; or
2. performs services,

for a fee, or under a written agreement.

Computer And Legal Expert Costs.

1. Means the reasonable fees or costs incurred or paid by the *Insured* for services recommended and provided by an *Approved Provider*, to:
   a. conduct a forensic analysis to determine the existence and cause of a *Privacy Breach or Security Breach;*
   b. determine whose *Confidential Information* was lost or stolen; or accessed or disclosed without authorization;
   c. contain or stop a *Privacy Breach* or *Security Breach* in progress;
   d. certify the *Computer System* meets *Payment Card Security Standards*, if a *Security Breach Discovered* during the *Policy Period* results in noncompliance with such standards, but only for the first certification; or

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e. provide legal services to respond to a *Privacy Breach* or *Security Breach*.

2. Does not include *Defense Costs* or *Privacy Breach Notification Costs*.

Computer Fraud.

1. Means an intentional, unauthorized, and fraudulent entry or change of data or computer instructions, directly into or within, a *Computer System*, that:
   a. is not made by an *Insured Person*, an *Independent Contractor*, or any other person under the direct supervision of the *Insured*; and
   b. causes *Money*, *Securities*, or *Other Property* to be transferred, paid, or delivered from inside the *Insured Entity's* premises or the *Insured Entity's* financial institution premises to a place outside of such premises.
2. Does not include *Social Engineering Fraud*.

Computer System.

Means a computer and connected input, output, processing, storage, or communication device, or related network, operating system, website, or application software, that is:

1. under the operational control of, and owned by, licensed to, or leased to:
   a. the *Insured Entity*; or
   b. an *Insured Person*, while authorized by, and transacting business on behalf of, the *Insured Entity*, except under the Betterment or Data Restoration Insuring Agreements, or any Cyber Crime Insuring Agreement; or
2. operated by an *IT Provider*, but only the portion of such computer system used to provide hosted computer resources to the *Insured Entity*, except under the Betterment or Business Interruption Insuring Agreements.

Confidential Information.

Means a third party's or *Insured Person's* private or confidential information that is in the care, custody, or control of the *Insured Entity*, or a service provider acting on behalf of the *Insured Entity*.

Covered Material.

1. Means content that is created or disseminated, via any form or expression, by, or on behalf of, the *Insured Entity*.
2. Does not include:
   a. tangible product designs; or
   b. content created or disseminated by the *Insured Entity* on behalf of a third party.

Cyber Extortion Costs.

1. Means, with the Insurer's prior written consent:
   a. *Ransom*;
   b. reasonable amounts incurred or paid by the *Insured* in the process of paying, or attempting to pay, *Ransom*; or
   c. reasonable amounts incurred or paid by the *Insured*, recommended by an *Approved Provider*, to mitigate *Ransom.*
2. Does not include *Computer And Legal Expert Costs* or *Restoration Costs*.

Cyber Extortion Threat.

Means a threat to:

1. access or disclose:
   a. *Confidential Information*; or
   b. an *Insured Entity's* information without authorization; or
2. commit or continue a *Security Breach,*

made against the *Insured Entity* for *Ransom*.

Defense Costs.

1. Means reasonable fees and costs incurred by the Insurer, or the *Insured* with the Insurer's prior written consent, in the:
   a. investigation;
   b. defense;
   c. settlement; or
   d. appeal,

of a *Claim*.

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2. Includes up to $1,000 per day for loss of earnings due to an *Insured Person's* attendance in court, if at the Insurer's request.
3. Does not include wages, benefits, or overhead of the Insurer or of the *Insured*.

Discover, *Discovered*, *Discovery.*

Means when an *Executive Officer* first becomes aware of facts that would cause a reasonable person to assume that a *First Party Loss* has been or will be incurred, regardless of when the act or acts causing or contributing to such *First Party Loss* occurred, even though the exact amount or details of such *First Party Loss* may not then be known.

Employee.

1. Means a natural person while their labor is engaged and directed by the *Insured Entity*, and who is:
   a. a full-time, part-time, seasonal, or temporary worker compensated directly by the *Insured Entity* through wages, salaries, or commissions;
   b. a volunteer, student, or intern; or
   c. a worker whose services have been leased to the *Insured Entity* by a labor leasing firm under a written agreement.
2. For the Cyber Crime and Business Loss Insuring Agreements only, *Employee* also includes any natural person:
   a. officer;
   b. partner;
   c. sole proprietor;
   d. in-house general counsel; or
   e. member of a board of directors, trustees, or governors,

   of the *Insured Entity*.
3. Does not include any:
   a. agent;
   b. broker;
   c. consignee;
   d. independent contractor; or
   e. representative,

   of the *Insured Entity*.

Executive Officer.

Means a natural person while acting as the *Insured Entity's*:

1. chief executive officer;
2. chief financial officer;
3. chief information security officer;
4. risk manager;
5. in-house general counsel; or
6. the functional equivalent of 1 through 5.

Extra Expense.

Means reasonable costs incurred by the *Insured Entity*, with the Insurer's written consent, that:

1. result from a *First Party Event*;
2. are in excess of the *Insured Entity's* normal operating costs;
3. are intended to reduce *Income Loss*; and
4. would not have been incurred had there been no *First Party Event*.

First Party Event.

1. Means:
   a. *Computer Fraud*;
   b. *Cyber Extortion Threat*;
   c. *Funds Transfer Fraud*;
   d. *IT Provider Breach*;
   e. *Media Act;*

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f. *Privacy Breach*;
g. *Security Breach*;
h. *Social Engineering Fraud*;
i. *System Failure*; or
j. *Telecom Fraud*.

2. *First Party Events* that have a common:
   a. nexus;
   b. set of facts;
   c. circumstance;
   d. situation;
   e. event; or
   f. decision,

   are deemed a single *First Party Event*.

First Party Insuring Agreements.

Means the:
1. Breach Response Insuring Agreements;
2. Business Loss Insuring Agreements; and
3. Cyber Crime Insuring Agreements.

First Party Loss.

1. Means:
   a. *Betterment Costs;*
   b. *Business Interruption Loss;*
   c. *Computer And Legal Expert Costs;*
   d. *Cyber Extortion Costs;*
   e. *Money;*
   f. *Other Property;*
   g. *Privacy Breach Notification Costs;*
   h. *Public Relations Costs;*
   i. *Reputation Harm*;
   j. *Restoration Costs;*
   k. *Securities;* or
   l. *Telecom Charges.*
2. Other than *Accounting Costs*, does not include amounts:
   a. to establish *First Party Loss*; or
   b. to prepare the *Insured Entity's* Proof of Loss.

Funds Transfer Fraud.

1. Means a fraudulent instruction that:
   a. is electronically sent to a financial institution that is not an *Insured,* at which the *Insured Entity* maintains an account;
   b. directs the transfer, payment, or delivery of *Money* or *Securities* from the *Insured Entity's* account;
   c. is purportedly sent by the *Insured Entity*;
   d. is sent by someone, other than an *Insured*; and
   e. is sent without the *Insured Entity's* knowledge or consent.
2. Does not include *Social Engineering Fraud*.

Impacted Parties.

Means the persons or entities whose *Confidential Information* was, or is suspected to have been, stolen or lost, or accessed or disclosed without authorization.

Income Loss.

1. Means pretax net profit the *Insured Entity* did not earn, and net loss the *Insured Entity* incurred, because of a *First Party Event*. Continuing normal and necessary operating expenses and payroll are part of the pretax net profit or net loss calculation.
2. Does not include:

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a. *Extra Expense*;
b. contractual penalties;
c. costs incurred to replace or improve a *Computer System* to a level of functionality beyond what existed prior to the *First Party Event*;
d. costs incurred to identify or remediate *computer system* errors or vulnerabilities;
e. interest or investment income; or
f. *Loss* incurred due to unfavorable business conditions not related to the *First Party Event*.

Independent Contractor. Means a natural person, other than an *Employee*, while performing services for the *Insured Entity* under a written agreement.

Insured. Means:
1. *Insured Persons*;
2. *Insured Entities*; or
3. for the Liability Insuring Agreements only, also includes *Additional Insureds*.

Insured Entity. Means:
1. the Named Insured; or
2. *Subsidiaries*.

Insured Person. Means:
1. *Employees*;
2. natural persons while:
   a. officers;
   b. partners;
   c. the sole proprietor;
   d. in-house general counsel; or
   e. members of a board of directors, trustees, or governors,

   of the *Insured Entity*; or
3. for the Liability Insuring Agreements only, also includes *Independent Contractors.*

IT Provider. Means an entity while under a written agreement with the *Insured Entity* to provide it with:
1. hosted computer application services;
2. cloud services or computing;
3. electronic data hosting, back-up, storage, and processing;
4. co-location services;
5. platform-as-a-service; or
6. software-as-a-service.

IT Provider Breach. Means:
1. unauthorized access to;
2. use of authorized access to cause intentional harm to;
3. a denial-of-service attack against; or
4. the introduction of a *Virus* into,

an *IT Provider's* computer system, resulting in total or partial interruption.

Loss. 1. Means:
   a. *Defense Costs*;
   b. damages, judgments, settlements, or prejudgment or postjudgment interest, that an *Insured* is legally obligated to pay as a result of a *Claim*, including:
      i. court awarded legal fees; and

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ii. punitive or exemplary damages, or the multiple portion of a multiplied damage award, to the extent insurable under the most favorable applicable law;

c. *Payment Card Contract Penalties;*

d. for the Regulatory Proceedings Insuring Agreement, means *Regulatory Costs*; or

e. for *First Party Insuring Agreements*, means *First Party Loss*.

2. *Loss*, other than *Defense Costs*, does not include:

a. civil or criminal fines, penalties, sanctions, or taxes, except for:

i. *Payment Card Contract Penalties*; or

ii. *Regulatory Costs*;

b. amounts uninsurable under applicable law;

c. restitution, return, or disgorgement of any profits;

d. liquidated damages in excess of the amount for which the *Insured* would be liable absent the liquidated damages provision of a contract; or

e. the cost of complying with injunctive or nonmonetary relief.

Media Act. Means, in *Covered Material*:

1. the unauthorized use of copyright, title, slogan, trademark, trade dress, service mark, domain name, logo, or service name;
2. the unauthorized use of a literary or artistic format, character, or performance;
3. a violation of an individual's right of privacy or publicity;
4. defamation, libel, slander, trade libel, or other tort related to disparagement or harm to the reputation or character of any person or entity;
5. the misappropriation of ideas under an implied contract;
6. improper deep-linking or framing; or
7. unfair competition, when alleged in connection with 1 through 6.

Merchant Service Agreement. Means a contract between the *Insured Entity* and an acquiring bank, or other acquiring institution, that establishes the terms and conditions for accepting and processing payment card transactions.

Money. 1. Means:

a. currency, coins, or bank notes in circulation;

b. bullion;

c. *Virtual Currency*;

d. traveler's checks;

e. certified or cashier's checks; or

f. money orders.

2. Does not include *Securities*.

Notification. Means written notice to *Impacted Parties* about a *Privacy Breach* or *Security Breach*. Multiple *Notifications* about the same *Privacy Breach* or *Security Breach* are deemed one *Notification*.

Optional ERP. Means an extended reporting period for the time shown in the Optional ERP Endorsement starting on the effective date this Coverage is:

1. canceled; or
2. not renewed.

Other Property. Means tangible property, other than *Money* or *Securities* that has intrinsic value.

Payment Card Contract Penalties. Means fines, penalties, or assessments imposed under a *Merchant Service Agreement* against an *Insured Entity* for noncompliance with *Payment Card Security Standards*.

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Payment Card Security Standards. Means the Payment Card Industry Data Security Standard (PCI-DSS), or similar standard, to which the *Insured Entity* has agreed in a *Merchant Service Agreement*.

Period Of Indemnity. Means the Period Of Indemnity shown in the CyberRisk Declarations. It begins on the earlier of the date of the first:

1. *Notification;* or
2. *Adverse Media Report*,

whichever is earlier.

Period Of Restoration. Means the period of time that begins after the *Wait Period* ends, and ends on the earlier of:

1. the expiration of the Period Of Restoration shown in the CyberRisk Declarations; or
2. when the *Insured Entity's* business operations have been restored for a consecutive 24-hour period to the level of operation that existed immediately before the *First Party Event*.

Policy Period. Means the Policy Period shown in the Declarations, which is subject to the cancelation of this Policy.

Pollutant. Means a solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

Potential Claim. Means conduct or circumstances that could reasonably be expected to give rise to a *Claim*.

Privacy And Security Act. Means:

1. the failure to prevent a *Privacy Breach*;
2. the failure to destroy *Confidential Information*;
3. a violation of law, when alleged in connection with 1 or 2;
4. the failure to provide *Notification* required by law;
5. the failure to comply with a *Privacy Policy;*
6. the unauthorized, unlawful, or wrongful collection of *Confidential Information*; or
7. the failure to prevent a *Security Breach*, directly resulting in the:
   a. alteration or deletion of *Confidential Information*;
   b. transmission of a *Virus* into a computer or network system that is not a *Computer System*;
   c. participation in a denial-of-service attack directed against a computer or network system that is not a *Computer System*; or
   d. failure to provide an authorized user with access to a *Computer System*.

Privacy Breach. Means the loss or theft of, or unauthorized access to or disclosure of, *Confidential Information*.

Privacy Breach Notification Costs. Means reasonable costs or fees incurred or paid by an *Insured Entity*, voluntarily or as required by agreement or law, for:

1. printing and delivering notice to;
2. providing credit or identity monitoring for up to 24 months, or longer where required by law, to;
3. call center services for;
4. the costs to purchase an identity fraud insurance policy to benefit natural persons who are; or
5. with the Insurer's prior written consent, other services to mitigate *Loss* or provide notice to, *Impacted Parties*, if recommended and provided by an *Approved Provider.*

Privacy Policy. Means the *Insured Entity's* publicly available written policies or procedures regarding *Confidential Information*.

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Public Relations Costs. Means reasonable costs or fees for public relations services recommended and provided by an *Approved Provider* to mitigate or prevent negative publicity resulting from a *Privacy And Security Act* or *Media Act*.

Ransom.

1. Means:
   a. *Money*;
   b. *Securities;* or
   c. the fair market value of property or services,

   paid or surrendered by, or on behalf of, the *Insured*, in direct response to a *Cyber Extortion Threat*.
2. Will be valued as of the date paid or surrendered.

Regulatory Costs. Means:

1. civil money fines;
2. civil penalties; or
3. amounts deposited in a consumer redress fund,

imposed in a *Regulatory Proceeding*, to the extent insurable under the most favorable applicable law.

Regulatory Proceeding. Means an administrative or regulatory proceeding, or a civil investigative demand, brought by a domestic or foreign governmental entity.

Reputation Harm. Means damage to the *Insured Entity's* reputation incurred during the *Period Of Indemnity* that results in *Income Loss,* other than the value of:

1. coupons;
2. price discounts;
3. prizes;
4. awards; or
5. consideration given by the *Insured* in excess of the contracted or expected amount.

Restoration Costs.

1. Means the reasonable amounts incurred or paid by the *Insured*, with the Insurer's prior written consent:
   a. to restore or recover damaged or destroyed computer programs, software, or electronic data stored within a *Computer System*, to its condition immediately before a *Security Breach*; or
   b. to determine that such computer programs, software, or electronic data cannot reasonably be restored or recovered.
2. Does not include:
   a. costs to recover or replace computer programs, software, or electronic data that the *Insured* did not have a license to use;
   b. costs to design, update, or improve the operation of computer programs or software;
   c. costs to recreate work product, research, or analysis; or
   d. wages, benefits, or overhead of the *Insured.*

Run-Off Period. Means the period starting on the date of the *Change Of Control* to the end of the *Policy Period*.

Securities. Means written agreements representing *Money* or property, other than *Virtual Currency*.

Security Breach. Means:

1. the unauthorized access to;
2. the use of authorized access to cause intentional harm to;
3. a denial-of-service attack against; or
4. the introduction of a *Virus* into,

a *Computer System*.

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Social Engineering Fraud. Means intentionally misleading an *Employee,* by providing an instruction that:

1. is not made by an *Insured*;
2. is purportedly from a *Vendor*, *Client*, or *Employee*;
3. directs the *Employee* to transfer, pay, or deliver *Money* or *Securities*;
4. contains a misrepresentation of material fact; and
5. is relied upon by the *Employee,* believing the material fact to be true.

Subsidiary. Means:

1. an entity while the Named Insured owns more than 50% of the outstanding securities or voting rights representing the right to select the entity's board of directors, or functional equivalent;
2. a nonprofit entity while the Named Insured exercises management control over such entity; or
3. an entity while the Named Insured owns exactly 50%, as a joint venture, and while an *Insured Entity* controls the entity's management and operations under a written agreement.

System Failure. Means an accidental, unintentional, and unplanned total or partial interruption of a *Computer System*, not caused by:

1. a *Security Breach*; or
2. a total or partial interruption of a third party computer system or network.

Telecom Charges. Means amounts charged to the *Insured Entity* by its telephone service provider.

Telecom Fraud. Means the unauthorized access to, or use of, the *Insured Entity's* telephone system by a person or entity other than an *Insured Person*.

Vendor. Means a person or entity that provides goods or services to the *Insured Entity* under an agreement.

Virtual Currency.

1. Means a publicly available digital or electronic medium of exchange used and accepted as a means of payment.
2. Does not include:
   a. coupons;
   b. discounts;
   c. gift cards;
   d. rebates;
   e. reward points; or
   f. similar mediums of exchange.

Virus. Means malicious code that could destroy, or change the integrity or performance of, electronic data, software, or operating systems.

Wait Period. Means the Wait Period shown in the CyberRisk Declarations. It begins when a total or partial interruption to an *Insured Entity's* business operations is caused by a *First Party Event*. A separate *Wait Period* applies to each unrelated *First Party Event*.

Wrongful Act.

1. Means any:
   a. *Media Act;* or
   b. *Privacy And Security Act.*
2. All *Wrongful Acts* that share a common:
   a. nexus;
   b. set of facts;
   c. circumstance;
   d. situation;
   e. event; or
   f. decision,

   are deemed a single *Wrongful Act* that occurred at the time the first such *Wrongful Act* occurred.

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Exclusions

Assumed Liability.

1. The Insurer will not pay *Loss* based upon or arising out of liability assumed by an *Insured*.
2. This does not apply:
   a. when the *Insured* would have been liable in the absence of such assumption of liability;
   b. to a *Claim* for *Payment Card Contract Penalties*; or
   c. to any privacy or confidentiality obligation that the *Insured* has agreed to under a *Privacy Policy* or nondisclosure agreement.

Bodily Injury.

1. The Insurer will not pay *Loss* for:
   a. bodily injury;
   b. sickness;
   c. disease;
   d. death; or
   e. loss of consortium.
2. This does not apply to:
   a. emotional distress;
   b. mental anguish;
   c. humiliation; or
   d. loss of reputation.

Conduct.

1. The Insurer will not pay *Loss* based upon or arising out of an *Insured's*:
   a. intentionally dishonest or fraudulent act or omission; or
   b. willful violation of law or regulation.
2. This does not apply to:
   a. *Defense Costs*; or
   b. *Loss* other than *Defense Costs*, unless a final nonappealable adjudication in the underlying action establishes such conduct occurred.
3. In applying this exclusion, knowledge or conduct of an *Insured* will not be imputed to another *Insured,* except that knowledge or conduct of an *Executive Officer* will be imputed to the *Insured Entity.*

Cyber Crime.

The Cyber Crime Insuring Agreements do not apply to:

1. indirect or consequential loss;
2. potential income, including interest and dividends, not realized by an *Insured* or *Client*;
3. loss of confidential information;
4. loss of intellectual property;
5. loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, or other cards;
6. loss resulting from a fraudulent instruction, if the sender or anyone acting in collusion with the sender, ever had authorized access to the *Insured's* password, PIN, or other security code;
7. amounts the *Insured* incurs without a legal obligation to do so;
8. loss resulting from forged, altered, or fraudulent negotiable instruments, securities, documents, or instructions used as source documentation to enter electronic data or send instructions, provided this does not apply to the Social Engineering Fraud Insuring Agreement;
9. loss resulting from the failure of any party to perform under any contract; or
10. loss due to any nonpayment of, or default upon, any loan, extension of credit, or similar promise to pay.

Government Action.

The Insurer will not pay *Loss* based upon or arising out of:

1. seizure;
2. confiscation;
3. nationalization;

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4. requisition; or
5. destruction of property,

by or under the order of domestic or foreign government authority.

Infrastructure. The Insurer will not pay *Loss* based upon or arising out of a total or partial interruption or failure of any:

1. satellite;
2. electrical or mechanical system;
3. electric, gas, water, or other utility;
4. cable, telecommunications, or Internet service provider; or
5. other infrastructure,

except when such is under the *Insured's control*.

Insured vs. Insured.

1. The Insurer will not pay *Loss* for a *Claim* brought by or on behalf of:
   a. an *Insured*; or
   b. an entity that, at the time the *Wrongful Act* occurs, or the date the *Claim* is made:
      i. is owned, operated, or controlled by any *Insured*; or
      ii. owns, operates, or controls any *Insured*.
2. This does not apply to a *Claim*:
   a. by an *Insured Person* for contribution or indemnity, if resulting from another covered *Claim*; or
   b. by or on behalf of an *Insured Person* or *Additional Insured* who did not commit or participate in the *Wrongful Act*.

Intellectual Property. The Insurer will not pay *Loss* based upon or arising out of an *Insured's* misappropriation, infringement, or violation of:

1. copyrighted software;
2. patent rights or laws; or
3. trade secret rights or laws.

Labor Disputes. The Insurer will not pay *Loss* under the Business Loss Insuring Agreements based upon or arising out of labor disputes.

Licensing And Royalties. The Insurer will not pay *Loss* based upon or arising out of an obligation to pay licensing fees or royalties.

Ownership Rights. The Insurer will not pay *Loss* based upon a *Claim* by, or on behalf of, an independent contractor, joint venturer, or venture partner arising out of disputes over ownership rights in *Covered Material*.

Physical Peril. The Insurer will not pay *Loss* based upon or arising out of:

1. fire, smoke, or explosion;
2. lightning, wind, rain, or hail;
3. surface water, waves, flood, or overflow of any body of water;
4. earthquake, earth movement, or earth sinking;
5. mudslide, landslide, erosion, or volcanic eruption;
6. collapse, wear and tear, rust, corrosion, or deterioration;
7. magnetic or electromagnetic fields;
8. extremes of temperature or humidity; or
9. any similar physical event or peril.

Pollution. The Insurer will not pay *Loss* based upon or arising out of:

1. the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of a *Pollutant*; or

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Exclusions continued from the previous page.

2. a request, demand, order, or statutory, or regulatory requirement that an *Insured* or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess, the effects of, a *Pollutant*; or
3. testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of, a *Pollutant*.

Prior Acts.

The Insurer will not pay *Loss* based upon or arising out of a *Wrongful Act* that occurs prior to the Retro Date shown in the CyberRisk Declarations.

Prior Matters.

The Insurer will not pay *Loss* based upon or arising out of any fact, circumstance, situation, event, or *Wrongful Act:*

1. that is, or reasonably would be regarded as, the basis for a *Claim* under the Liability Insuring Agreements about which any *Executive Officer* had knowledge prior to the Knowledge Date shown in the CyberRisk Declarations;
2. that, prior to the Inception date shown in the Declarations, was the subject of any notice of claim, or circumstance, given by or on behalf of any *Insured* and accepted under any policy of insurance that this Coverage directly renews, replaces, or succeeds in time; or
3. previously alleged in a civil, criminal, administrative, or regulatory proceeding against any *Insured* prior to the P&P Date shown in the CyberRisk Declarations.

Property Damage.

1. The Insurer will not pay *Loss* under the Liability or Breach Response Insuring Agreements for the:
   a. damage to;
   b. destruction of;
   c. loss of; or
   d. loss of use of,

   any tangible property.
2. The Insurer will not pay *Loss* under the Cyber Crime or Business Loss Insuring Agreements based upon or arising out of the:
   a. damage to;
   b. destruction of;
   c. loss of; or
   d. loss of use of,

   any tangible property, other than loss of *Other Property* covered under the Computer Fraud Insuring Agreement.

Securities Laws.

The Insurer will not pay *Loss* based upon or arising out of:

1. a violation of a securities law or regulation; or
2. except under the Cyber Crime Insuring Agreements:
   a. the ownership of;
   b. the sale or purchase of; or
   c. the offer to sell or purchase,

   stock or other securities.

Unlawful Collection.

1. The Insurer will not pay *Loss* based upon or arising out of a collection of *Confidential Information* in violation of law.
2. This does not apply to *Defense Costs*.

Unsolicited Communications.

1. The Insurer will not pay *Loss* based upon or arising out of a violation of a law that restricts or prohibits unsolicited communications.
2. This does not apply to a *Security Breach* under the Breach Response Insuring Agreements.

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War.

1. The Insurer will not pay *Loss* based upon or arising out of:
   a. war, including undeclared or civil war;
   b. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
   c. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
2. This does not apply to an actual or threatened attack against a *Computer System* with intent to cause harm, or further social, ideological, religious, political, or similar objectives, except when in support of 1a through 1c.

Limits And Retentions

Limits Of Insurance.

1. The most the Insurer will pay for all *Loss* is the CyberRisk Aggregate Limit shown in the CyberRisk Declarations.
2. The most the Insurer will pay for all *Loss* under an Insuring Agreement is the applicable Limit for such Insuring Agreement shown in the CyberRisk Declarations; but:
   a. The most the Insurer will pay for all *Payment Card Contract Penalties* is the Payment Card Costs Limit shown in the CyberRisk Declarations, which is within and will reduce the Privacy and Security Limit.
   b. The most the Insurer will pay for all *Business Interruption Loss* that results from a *System Failure* is the System Failure Limit shown in the CyberRisk Declarations, which is within and will reduce the Business Interruption Limit.
   c. Payment of *Loss* under the Dependent Business Interruption Insuring Agreement and Reputation Harm Insuring Agreement is within and will reduce, the remaining Business Interruption Limit.
   d. The most the Insurer will pay for all *Accounting Costs* is the Accounting Costs Limit shown in the CyberRisk Declarations, which is within and will reduce the Limit for the applicable Business Loss Insuring Agreement.
   e. If a Betterment Coparticipation percentage is shown in the CyberRisk Declarations, such percentage of *Betterment Costs* will be paid by the *Insured*. The Insurer will pay the remaining *Betterment Costs*, up to the Betterment Limit shown in the CyberRisk Declarations.
3. The most the *Insured* will pay for all *Loss* with respect to an *Additional Insured* is the limit agreed to in the agreement between such *Additional Insured* and the *Insured Entity*, or the applicable Limit shown in the CyberRisk Declarations, whichever is less.
4. If the CyberRisk Declarations indicates that a Shared Limit applies, the most the Insurer will pay under all Shared Coverages is the Shared Limit shown in the Shared Limit Declarations.
5. Once the CyberRisk Aggregate Limit or Shared Limit is exhausted, the premium is fully earned, and all obligations of the Insurer, including any duty to defend, will cease.

Retention.

1. The Insurer will only pay *Loss* once the applicable Retention shown in the CyberRisk Declarations has been paid by the *Insured*.
2. Except for the Betterment Insuring Agreement, if multiple Retentions apply to:
   a. a *Claim*;
   b. a *First Party Event*; or
   c. *Claims* and *First Party Events* that share a common nexus, set of facts, circumstance, situation, event, or decision,

   the *Insured* will not pay more than the amount of the largest applicable Retention.
3. The *Insured Person* is deemed indemnified by the *Insured Entity* to the extent permitted or required by law, written agreement, or the by-laws of the *Insured Entity*. For the Liability Insuring Agreements, no Retention will apply to an *Insured Person* if indemnification by the *Insured Entity* is:
   a. not permitted by law; or
   b. not possible due to the financial insolvency of such *Insured Entity.*

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Limits and Retentions continued from previous page.

4. The Insurer may pay any amount of Retention. In such event, the *Insured* agrees to repay the Insurer such amounts.

Other Conditions

Allocation.

1. Subject to Other Conditions, Settlement, if an *Insured* incurs:
   a. *Loss* jointly with others who are not covered for a *Claim*; or
   b. *Loss* covered and loss not covered by this Coverage because a *Claim* includes both covered and uncovered matters,

   then the *Insured* and the Insurer will use their best efforts to allocate such amount between covered *Loss* and uncovered loss based upon the relative legal and financial exposures of the parties to covered and uncovered matters.
2. If the CyberRisk Declarations shows that the Insurer has the duty to defend *Claims*, all *Defense Costs* will be allocated to covered *Loss*.

Cancelation And Nonrenewal.

1. The Insurer will cancel this Coverage only if premium is not paid when due. If nonpayment occurs, the Insurer will give written notice of cancelation to the Named Insured. Unless payment is received in full within 20 days of the *Insured's* receipt of such notice, this Coverage will be canceled.
2. The Named Insured may cancel any part of this Coverage by giving advanced written notice to the Insurer, stating when such cancelation will be effective.
3. If any part of this Coverage is canceled, the Insurer will refund the unearned premium on a pro rata basis.
4. The Insurer is not required to renew this Coverage upon its expiration. If the Insurer elects not to renew, it will provide the Named Insured written notice to that effect at least 60 days before the Expiration date shown in the Declarations.

Change Of Structure.

1. Under the Liability and Breach Response Insuring Agreements, if a *Change Of Control* occurs during the *Policy Period*, the coverage will continue for the *Run-Off Period*.
2. Coverage during the *Run-Off Period* is only for *Wrongful Acts* or *First Party Events* occurring before such *Change Of Control*.
3. Under the Cyber Crime and Business Loss Insuring Agreements, if an entity ceases to be an *Insured Entity* during the *Policy Period*, *First Party Loss* is only covered if:
   a. such *First Party Loss* is sustained; and
   b. the applicable *First Party Event* is *Discovered*,

   prior to the time such entity ceased to be an *Insured Entity*.
4. The Named Insured may request to extend the time of the *Run-Off Period*.

Claim Defense.

1. If the CyberRisk Declarations shows that the Insurer has the duty to defend *Claims*, the Insurer:
   a. has the right and duty to defend covered *Claims*, even if groundless or false;
   b. has the right to select defense counsel for such *Claims*; and
   c. has no duty to defend, or to continue to defend, *Claims* after the applicable Limit has been exhausted.
2. If the CyberRisk Declarations shows that the Insurer does not have the duty to defend *Claims*:
   a. the *Insured* has the duty to defend *Claims*;
   b. the Insurer has the right to participate in the selection of defense counsel;
   c. the Insurer has the right to participate in the investigation, defense, and settlement of such *Claims*;
   d. subject to the applicable Limit, the Insurer will reimburse the *Insured* for *Defense Costs;*
   e. upon written request, the Insurer will advance *Defense Costs*; and
   f. advanced *Defense Costs* will be repaid to the Insurer to the extent that the *Insured* is not entitled to such payment.
3. With respect to a *Claim*, the *Insured* will not, without the Insurer's prior written consent:

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a. make an offer to settle, or settle, a *Claim*;
b. admit liability; or
c. except at the *Insured's* own cost, make a voluntary payment, pay or incur *Defense Costs* or other expense, or assume any obligation.

Cyber Crime And Business Loss Change.

The Cyber Crime and Business Loss Insuring Agreements will end upon:

1. a *Change Of Control*; or
2. the voluntary liquidation or dissolution of the Named Insured.

ERP – Automatic.

1. The *Automatic ERP* applies without additional premium.
2. *Claims* resulting from *Wrongful Acts* that occur prior to cancelation or nonrenewal can be reported to the Insurer during the *Automatic ERP*. Such *Claim* is deemed reported on the last day of the *Policy Period*.
3. The most the Insurer will pay for *Loss* resulting from *Claims* reported during the *Automatic ERP* is the remaining portion of the applicable Limit shown in the CyberRisk Declarations as of the effective date of cancelation or nonrenewal.

ERP – Optional.

1. The Named Insured may elect to purchase an *Optional ERP* shown in the CyberRisk Declarations for any reason other than nonpayment of premium. The *Optional ERP* will only take effect if:
   a. the Insurer receives written notice of such election no later than 90 days after cancelation or nonrenewal; and
   b. the additional premium for the *Optional ERP* is paid when due.
2. *Claims* or *Potential Claims* resulting from *Wrongful Acts* that occur prior to cancelation or nonrenewal can be made and reported to the Insurer during the *Optional ERP*. Such *Claim* or *Potential Claim* is deemed reported on the last day of the *Policy Period*.
3. For the Computer And Legal Experts, Privacy Breach Notification, and Public Relations Insuring Agreements, *First Party Loss* that results from a *First Party Event* occurring prior to cancelation or nonrenewal can be *Discovered* during the *Optional ERP*. Such *First Party Event* is deemed *Discovered* on the last day of the *Policy Period*.
4. The premium due for the *Optional ERP* is shown in the CyberRisk Declarations. Such premium is fully earned at the start of the *Optional ERP.*
5. The most the Insurer will pay for *Loss* resulting from *Claims* made, or *First Party Events Discovered*, during the *Optional ERP* is the remaining portion of the applicable Limit shown in the CyberRisk Declarations as of the effective date of cancelation or nonrenewal.
6. When the *Optional ERP* applies, it replaces the *Automatic ERP*.

Extended Discovery Period.

For the *First Party Insuring Agreements*, the *Insured* has an extended period of time to *Discover* a *First Party Loss* arising out of a *First Party Event* that occurred prior to the effective date of cancelation. Such *First Party Event* will be deemed *Discovered* on the last day of the *Policy Period*. This period begins on the effective date such First Party Insuring Agreement is canceled. It ends on the earlier of:

1. 90 days; or
2. the effective date of similar coverage purchased by the *Insured*, even if such insurance does not provide coverage for loss sustained prior to its effective date.

Income Loss Appraisal.

If, after submission of the Proof of Loss, the Insurer and *Insured* do not agree on the amount of *Income Loss*, each party will select an appraiser. If the appraisers do not agree, they will select an umpire. Each appraiser will submit the amount of *Income Loss* to the umpire. Agreement by the umpire and at least one of the appraisers as to the amount of *Income Loss* is binding.

Each party will:

1. pay its own appraiser, except when covered as *Accounting Costs*, and
2. share the fees and costs of the umpire equally.

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Other Conditions continued from the previous page.

Notice Of Claim.

1. If an *Insured* gives the Insurer written notice of a *Potential Claim* during the *Policy Period*, or any extended reporting period, then a *Claim* subsequently arising from such *Potential Claim* will be deemed made on the last day of the *Policy Period*. Such notice must include a description of the anticipated allegations of *Wrongful Acts*, potential damages, and the names of potential claimants and *Insureds* involved.
2. Once an *Executive Officer* becomes aware that a *Claim* has been made, the *Insured* must give the Insurer written notice of such *Claim* as soon as practicable. If such *Claim* involves facts that are subject to a court order or law enforcement hold, the *Insured* must give the Insurer written notice of such *Claim* as soon as practicable once such order or hold is not in effect. Such notice must include a copy of the *Claim* or description of its particulars.
3. All notices under this section must be sent to the Insurer at an address shown in the Declarations.

Notice Of First Party Event.

1. Upon the *Discovery* of a *First Party Event*, the *Insured* must give the Insurer written notice of the particulars of such event, as soon as practicable.
2. If such *First Party Event* causes *First Party Loss* under the Cyber Crime or Business Loss Insuring Agreements in an amount more than 25% of the applicable Retention, the *Insured* must:
   a. give the Insurer a detailed, sworn Proof of Loss within 120 days;
   b. submit to an examination Under Oath, and give the Insurer a signed statement of the *Insured's* answers; and
   c. notify law enforcement, if such *First Party Event* violates law.
3. Demands for payment of *First Party Loss* must be provided to the Insurer by the *Insured Entity*.
4. All notices and demands must be sent to the Insurer at an address shown in the Declarations.

Other Insurance.

1. The Breach Response and Business Loss Insuring Agreements are primary insurance.
2. The Liability and Cyber Crime Insuring Agreements are excess over, and will not contribute with, any other valid and collectible insurance available to the *Insured.* This applies even if such other insurance is stated to be primary, excess, or otherwise, unless such other insurance states by specific reference that it is excess over this Coverage.

Property Covered.

Coverage under the Cyber Crime Insuring Agreements is limited to property:

1. the *Insured Entity*:
   a. owns;
   b. leases; or
   c. holds for others; or
2. for which the *Insured Entity* is legally liable, except property located inside premises of the *Insured Entity's* client or such client's financial institution.

Recovery And Subrogation.

1. The Insurer has no duty to recover amounts paid under this Coverage.
2. Amounts recovered from a third party, less costs incurred in obtaining such recovery, will be applied in this order:
   a. to the Insurer for any Retention it paid on behalf of an *Insured*;
   b. to the *Insured* for *Loss* the Insurer did not pay because the applicable Limit was exhausted;
   c. to the Insurer for *Loss* it paid;
   d. to the *Insured* for any Retention it paid; and then
   e. to the *Insured* for any uncovered loss it paid.
3. Recoveries do not include amounts from insurance or reinsurance.
4. The Insurer is subrogated to, and the *Insured* must transfer to the Insurer, all of the *Insured's* rights of recovery against any person or organization for *Loss* the Insurer has paid under this Coverage. The *Insured* agrees to:
   a. execute and deliver instruments and papers;
   b. do everything necessary to secure such rights; and
   c. will do nothing to impair or prejudice those rights.
5. Subrogation will not apply if the *Insured*, prior to the date of a *Wrongful Act* or a *First Party Event*, waived its rights to recovery.

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6. Any of the *Insured Entity's* property that the Insurer pays for becomes the Insurer's property.

Related Claims.

Multiple *Claims* arising out of the same *Wrongful Act* are a single *Claim* that is deemed first made on the date the earliest of such *Claims* is made, whether before or during the *Policy Period*.

Representations.

1. The Insurer has issued this coverage in reliance on the accuracy and completeness of the representations that the *Insured* made to the Insurer.
2. If any such representation is untrue, and:
   a. was material to the acceptance of the risk; and
   b. is material to a covered *Loss*,

   then this coverage will not apply to such *Loss* with respect to:
   i. an *Insured Person* who knew; or
   ii. an *Insured Entity*, if an *Executive Officer* knew,

   that such representation was untrue on the Inception date shown in the Declarations.

Settlement.

The Insurer may, with the written consent of the *Insured*, settle a *Claim*. If the Insurer and claimant agree to settle a *Claim* but the *Insured* withholds its consent, the *Insured* will be responsible for 20% of all:

1. *Defense Costs* incurred after the date the *Insured* withheld its consent; and
2. *Loss*, other than *Defense Costs*, in excess of such settlement offer.

Subsidiaries.

If a *Subsidiary* is acquired or created by an *Insured Entity* during the *Policy Period,* and its revenues are:

1. less than 35% of the total annual revenues of such *Insured Entity*, then it will be covered for *Wrongful Acts* or *First Party Events* that occur after its acquisition or creation*; or*
2. are at least 35% of the total annual revenues of such *Insured Entity, then it will* be covered for:
   a. *Wrongful Acts* that occur after its acquisition or creation, for *Claims* made; or
   b. *First Party Events* that occur after its acquisition or creation and that are *Discovered* and reported,

   within 90 days of its acquisition or creation, or the end of the *Policy Period*, whichever is earlier. Additional coverage may be negotiated at the time of acquisition or creation.

Suits Against The Insurer – Cyber Crime.

The *Insured Entity* may not bring any legal action against the Insurer involving a *First Party Event* covered under the Cyber Crime Insuring Agreements:

1. until 60 days after the *Insured Entity* has filed Proof of Loss; and
2. unless such legal action is brought within two years from the date the *Insured Entity Discovers* the *First Party Event.*

Valuation Under First Party Insuring Agreements.

1. *Money*, except *Virtual Currency*, is valued in the U.S. dollar equivalent determined at the rate of exchange published by The Wall Street Journal:
   a. for the Cyber Crime Insuring Agreements, on the date the *First Party Event* was *Discovered;* and
   b. for the Breach Response and Business Loss Insuring Agreements, on the date of payment of *First Party Loss.*
2. *Securities* are valued at market value as of the close of business on the date the *First Party Event* was *Discovered*; and at its discretion, the Insurer will:
   a. pay the *Insured Entity* such value;
   b. replace such *Securities* in kind, in which case the *Insured Entity* must assign to the Insurer all rights, title, and interest in such *Securities*; or
   c. pay the cost of a Lost Securities Bond required when issuing duplicates of the *Securities*. Such Lost Securities Bond will have a penalty no more than the value of the *Securities* at the close of business on the date the *First Party Event* was *Discovered*.

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3. *Virtual Currency* is valued in the U.S. dollar equivalent determined at the rate of exchange:
   a. for the Cyber Crime Insuring Agreements, on the date the *First Party Event* was *Discovered;* and
   b. for the Breach Response and Business Loss Insuring Agreements, on the date of payment of *First Party Loss.*
4. *Other Property* is valued for the lesser of:
   a. the actual cash value of the *Other Property* on the date the *First Party Event* was *Discovered*; or
   b. the cost to replace *Other Property* with comparable property, but only after such property is actually replaced.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REPLACE EXCLUSION BB. ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

The following replaces section **IV. EXCLUSIONS**, BB.:

BB. Except as outlined in section II. GENERAL AGREEMENTS, C. and D., this **Crime Policy** will not apply to loss sustained by any **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**, occurring at any time during which such entity was not a **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **107151511**

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This endorsement changes the CyberRisk Coverage.

Per Impacted Parties And Computer And Legal Expert Costs Endorsement

There are three changes described below:

1. The following is added to **Definitions**:

   Additional Response Costs. Means the amount the Insurer will pay for:

   1. *Computer And Legal Expert Costs* incurred by the *Insured Entity*, but only the amount of such that exceeds the Computer And Legal Expert Limit shown on the CyberRisk Declarations; and
   2. *Privacy Breach Notification Costs* incurred by the *Insured Entity*, but only such costs applicable to the number of *Impacted Parties* that exceed the number of Impacted Parties shown as the Privacy Breach Notification Limit on the CyberRisk Declarations.

2. The following replaces **Limits And Retentions**, **Limit Of Insurance**:

   Limits Of Insurance.

   1. The most the Insurer will pay for *Additional Response Costs* under the Computer and Legal Expert or Privacy Breach Notification Insuring Agreement and all *Loss* under all other Insuring Agreements is the CyberRisk Aggregate Limit shown in the CyberRisk Declarations.
   2. The most the Insurer will pay for all *Loss* under an Insuring Agreement is the applicable Limit for such Insuring Agreement shown in the CyberRisk Declarations, but:
      a. The most the Insurer will pay for all *Payment Card Contract Penalties* is the Payment Card Limit shown in the CyberRisk Declarations, which is within the Privacy and Security Limit.
      b. The most the Insurer will pay for all *Business Interruption Loss* that results from a *System Failure* is the System Failure Limit shown in the CyberRisk Declarations, which is within the Business Interruption Limit.
      c. Payment of *Loss* under the Dependent Business Interruption Insuring Agreement and Reputation Harm Insuring Agreement is subject to, and will reduce, the remaining Business Interruption Limit.
      d. The most the Insurer will pay for all *Accounting Costs* is the Accounting Costs Limit shown in the CyberRisk Declarations, which is within the Limit for the applicable Business Loss Insuring Agreement.
      e. If a Betterment Co-insurance percentage is shown in the CyberRisk Declarations, the Insurer and the *Insured* will share the payment of *Betterment Costs*. The *Insured's* share of payment will be such percentage shown. The Insurer will pay the remaining percentage of *Betterment Costs*, up to the Betterment Limit shown in the CyberRisk Declarations.
      f. For *Computer And Legal Experts Costs*, the most the Insurer will pay is the Computer And Legal Experts Insuring Agreement Limit shown in the CyberRisk Declarations, which is outside of, and will not reduce, the CyberRisk Aggregate Limit or any Shared Limit.
      g. For *Privacy Breach Notification Costs* , the maximum number of *Impacted Parties* for whom the Insurer will pay to notify is the number of Impacted Parties shown as the Privacy Breach Notification Limit in the CyberRisk Declarations, which is outside of, and will not reduce, the CyberRisk Aggregate Limit or any Shared Limit.
   3. The most the Insurer will pay for all *Loss* with respect to an *Additional Insured* is the limit agreed to in the contract between such *Additional Insured* and the *Insured Entity*, or the applicable Limit shown in the CyberRisk Declarations, whichever is less.
   4. The most the Insurer will pay for *Additional Response Costs* under the Computer And Legal Experts or Privacy Breach Notification Insuring Agreements, and all *Loss* under all other Insuring Agreements, if the CyberRisk Declarations indicates that a Shared Limit applies, is the Shared Limit shown in the Shared Limit Declarations.
   5. Once the CyberRisk Aggregate Limit or Shared Limit is exhausted the premium is fully earned, and all obligations of the Insurer, including any duty to defend, will cease.

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3. For the Privacy Breach Notification Insuring Agreement only, the following is added to **Limits And Retentions**, **Retention**, 1:

The Insurer will only pay *Privacy Breach Notification Costs* if the number of *Impacted Parties* equals or exceeds the number of Impacted Parties shown as the Privacy Breach Notification Threshold on the CyberRisk Declarations. Once the Privacy Breach Notification Threshold is met, *Privacy Breach Notification Costs* will be paid for all *Impacted Parties,* subject to the applicable Limit.

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Dependent Business Interruption – System Failure Endorsement

This endorsement changes the CyberRisk Coverage.

There are four changes described below:

1. The following is added to **Business Loss Insuring Agreements**, **Dependent Business Interruption**:

   The Insurer will also pay the *Insured* for its *Business Interruption Loss* , directly caused by an *IT Provider System Failure* that is *Discovered* during the *Policy Period*.

2. The following is added to **Definitions**, *First Party Event*:

   Includes an *IT Provider System Failure*.

3. The following is added to **Definitions**:

   IT Provider System Failure. Means an accidental, unintentional, and unplanned total or partial interruption of an *IT Provider's* computer system not caused by an *IT Provider Breach*.

4. The following is added to **Limits and Retentions**, **Limit of Insurance**, 2:

   The most the Insurer will pay for *Business Interruption Loss* that results from an *IT Provider System Failure* is the Dependent Business Interruption - System Failure Limit shown in the CyberRisk Declarations, which is within and will reduce the Dependent Business Interruption Limit.

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Dependent Business Interruption - Outsource Provider With System Failure Endorsement

This endorsement changes the CyberRisk Coverage.

There are four changes described below:

1. The following is added to **Business Loss Insuring Agreements, Dependent Business Interruption**:

   Dependent Business Interruption - Outsource Provider. The Insurer will pay the *Insured* for its *Business Interruption Loss*, directly caused by an *Outsource Provider Breach* that is *Discovered* during the *Policy Period*.

   Dependent Business Interruption - Outsource Provider - System Failure. The Insurer will pay the *Insured* for its *Business Interruption Loss*, directly caused by an *Outsource Provider System Failure* that is *Discovered* during the *Policy Period*.

2. The following is added to **Definitions**, *First Party Event*:

   Includes an *Outsource Provider Breach* and *Outsource Provider System Failure*.

3. The following are added to **Definitions**:

   Outsource Provider. Means a provider, other than an *IT Provider*, that:
   1. provides goods to, or performs services for, the *Insured* under a written contract; and
   2. the *Insured* does not own, operate, or control.

   Outsource Provider Breach. Means:
   1. the unauthorized access to;
   2. the use of authorized access to cause intentional harm to;
   3. a denial-of-service attack against; or
   4. the introduction of a *Virus* into,

   an *Outsource Provider's* computer system, resulting in an interruption of such computer system.

   Outsource Provider System Failure. Means an accidental, unintentional, and unplanned interruption of an *Outsource Provider's* computer system not caused by an *Outsource Provider Breach*.

4. The following is added to **Limits And Retentions**, **Limit Of Insurance**, 2:

   The most the Insurer will pay for all *Business Interruption Loss* that results from an *Outsource Provider Breach* is the Dependent Business Interruption - Outsource Provider Limit shown in the CyberRisk Coverage Declarations, which is within and will reduce the Dependent Business Interruption Limit.

   The most the Insurer will pay for all *Business Interruption Loss* that results from an *Outsource Provider System failure* is the Dependent Business Interruption - Outsource Provider - System Failure Limit shown in the CyberRisk Coverage Declarations, which is within and will reduce the Dependent Business Interruption Limit.

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SPECIMEN - QUOTE 1

Conviction Reward Endorsement

There are three changes described below:

1. The following is added to **Cyber Crime Insuring Agreements**:

   Conviction Reward. The Insurer will pay the *Insured Entity* for *Conviction Reward Costs* following a *First Party Event* that is *Discovered* during the *Policy Period*.

2. The following is added to **Definitions**:

   Conviction Reward Costs. Means the reasonable amount paid by the *Insured Entity*, with the Insurer's prior written consent, for information that leads to the arrest and conviction of a natural person responsible for a *First Party Event*.

3. The following is added to the **CyberRisk Declarations**:

	Limit	**Retention**
Conviction Reward:	$25,000	0

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SPECIMEN - QUOTE 1

Bricked Equipment Endorsement

There are three changes described below:

1. The following is added to **Definitions**, *Extra Expense*:

   Includes such reasonable costs incurred by the *Insured Entity*, with the Insurer's written consent, to replace any *Bricked Equipment* with functionally equivalent equipment, if such *Bricked Equipment* is inoperable:

   1. directly as a result of a *Security Breach*; and
   2. if reasonable attempts to restore such *Bricked Equipment* fail.

   Such costs may include newer versions or models of such *Bricked Equipment.*

2. The following is added to **Definitions**:

   Bricked Equipment. Means any inoperable computer, input, output, processing, storage, or communication device:

   1. owned by;
   2. leased to;
   3. licensed to; or
   4. under the direct operational control of,

   the *Insured Entity* , or an *Insured Person,* while authorized by, and transacting business on behalf of, the *Insured Entity*.

3. The following is added to **Exclusions**, **Property Damage** 2:

   This does not apply to *Business Interruption Loss* resulting from the loss of use of a *Computer System.*

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SPECIMEN - QUOTE 1

Vendor Or Client Payment Fraud Endorsement

This endorsement changes the CyberRisk Coverage.

There are ten changes described below:

1. The following is added to **Cyber Crime Insuring Agreements**:

   Vendor Or Client Payment Fraud.

   The Insurer will pay the *Insured Entity* for *Vendor Or Client Payment Fraud Loss* that arises out of a *Security Breach* that is discovered during the Policy Period.

2. The following is added to **Definitions**:

   Vendor Or Client Payment Fraud. Means an instruction that intentionally misleads a *Vendor* or *Client*, when such instruction:

   1. is not made by an *Insured*;
   2. is purportedly from an *Insured*;
   3. directs such *Vendor* to perform services or deliver goods, or such *Client* to deliver payment to, an unintended recipient;
   4. contains a misrepresentation of material fact; and
   5. is relied upon by such *Vendor* or *Client*, believing the material fact to be true.

   Vendor Or Client Payment Fraud Loss. Means:

   1. *Money* owed to the *Insured Entity* but not collected for services rendered or goods delivered to a *Client*, or
   2. the amount the *Insured Entity* paid a *Vendor* for goods or services the *Insured Entity* did not receive;

   directly caused by *Vendor Or Client Payment Fraud.*

3. The following is added to **Definitions**, *Computer Fraud*:

   Does not include *Vendor Or Client Payment Fraud*.

4. The following is added to **Definitions**, *First Party Event*:

   Includes *Vendor Or Client Payment Fraud*.

5. The following is added to **Definitions**, *First Party Loss*:

   Includes *Vendor Or Client Payment Fraud Loss.*

6. The following is added to **Definitions**, *Funds Transfer Fraud*:

   Does not include *Vendor Or Client Payment Fraud*.

7. The following replaces **Exclusions**, **Cyber Crime**, 8:

   loss resulting from forged, altered, or fraudulent negotiable instruments, securities, documents, or instructions used as source documentation to enter electronic data or send instructions, provided this does not apply to the Social Engineering Fraud or the Vendor Or Client Payment Fraud Insuring Agreements.

8. The following is added to **Other Conditions**, **Property Covered**:

   This does not apply to the Vendor Or Client Payment Fraud Insuring Agreement.

9. The following is added to **Other Conditions**:

   Property Covered – Vendor Or Client Payment Fraud

   Coverage under the Vendor Or Client Payment Fraud Insuring Agreement is limited to:

   1. *Money* owed to the *Insured Entity* but not collected for services rendered or goods delivered to a *Client*, or
   2. the amount the *Insured Entity* paid a *Vendor* for goods or services the *Insured Entity* did not receive.

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SPECIMEN - QUOTE 1

10. The following is added to the Declarations:

Vendor Or Client Payment Fraud Limit	Vendor Or Client Payment Fraud Retention
$100,000	$5,000

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SPECIMEN - QUOTE 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CANCELLATION AND NONRENEWAL ENDORSEMENT

This endorsement modifies insurance provided under the following if applicable:

Liability Policy
Kidnap and Ransom Policy
Identity Fraud Expense Reimbursement Policy

It is agreed that:

The CANCELLATION section of this policy is replaced by the following:

CANCELLATION

The Company may cancel this policy for failure to pay a premium when due, in which case
(twenty) (20) days (number of days must equal or exceed twenty (20) days) written notice,
shall be given to the **Named Insured or Insurance Representative**, unless payment in full is received within twenty (20) days of the **Named Insured or Insurance Representative's** receipt of such notice of cancellation. The Company shall have the right to the premium amount for the portion of the **Policy Period** during which this policy was in effect.

Subject to the provisions set forth in Liability Coverage Terms and Conditions Section III. CONDITIONS K. CHANGE OF CONTROL, if applicable, the **Named Insured or Insurance Representative** may cancel any coverage by mailing the Company written notice stating when, thereafter, not later than the Expiration Date set forth in ITEM 2 of the Declarations, such cancellation will be effective. In the event the **Named Insured or Insurance Representative** cancels, the earned premium will be computed in accordance with the customary short rate table and procedure. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

The Company will not be required to renew this policy upon its expiration.If the Company elects not to renew, it will provide to the **Named Insured or Insurance Representative** written notice to that effect
(sixty) (60) days (number of days must equal or exceed sixty (60) days)
before the Expiration Date set forth in ITEM 2 of the Declarations.

If notice is delivered or mailed later than the sixtieth (60^{th}) day before the Expiration Date, the coverage shall remain in effect until the sixty-first (61^{st}) day after the date on which the notice is delivered or mailed. Earned premium for any period of coverage that extends beyond the Expiration Date of the policy shall be computed pro rata based on the previous year's rate.

Cancellation and nonrenewal notices will provide a written statement fully explaining any decision which adversely affects the **Named Insured or Insurance Representative**. The Company must state the following:

A. the precise incident, circumstances or risk factor(s) applicable to the policyholder that violates the guidelines;
B. the source of information the Company relied on regarding the incident, circumstances or risk factor(s); and
C. specifically, any other information deemed relevant by the Commissioner.

We may not cancel or refuse to renew a policy or contract of insurance based solely on the fact that the policyholder in question is an elected official.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **107151511**

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SPECIMEN - QUOTE 1

Commissioners Court - Regular Session **14.**

Meeting Date: 09/29/2020

Justice of the Peace 3 February 2020 Monthly Report

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

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, February 2020 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP#3 February 2020 CCP 103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/23/2020 09:08 AM
Form Started By: Mary Alcala		Started On: 09/22/2020 04:47 PM
Final Approval Date: 09/23/2020		

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 Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of February, 2020.

JUSTICE COURT PRECINCT 3 WILLIAMSON COUNTY, TEXAS

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 22 day of SEPTEMBER 2020, to certify which witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
P. KAMMERER
Notary Public, State of Texas
Comm. Expires 09-11-2023
Notary ID 132168296

NOTARY PUBLIC
in and for the State of Texas

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **02/01/2020 - 02/29/2020** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207013 - Due to City of Jarrell	L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell	18.57
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	7,132.37
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	388.45
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	816.41
01-0100-0000-341801 - FEES OF OFFICE, JP PCT-1	L-004-3-01-0100-0000-341801: 01-0100-0000-341801 - FEES OF OFFICE, JP PCT #1	132.00
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	6,523.30
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-3-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	100.00
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	2,211.56
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-3-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	15.00
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-3-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	764.79
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	79,959.65
01-0100-0000-370500 - Miscellaneous Revenue	L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	5.00
01-0100-0453-004002 - JP3 Juror Payments	L-004-3-01-0100-0453-004002: 01-0100-0453-004002 - JP3 Juror Payments	32.40
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-001-9999999999999: Liability Place Holder	5,181.53
	0100 - General Fund Total:	**103,281.03**
0353 - Teen Court Program Fees		
01-0353-0000-341916 - Teen Court Program Fees	L-004-3-01-0353-0000-341916: 01-0353-0000-341916 - Teen Court Program Fees	10.00
	0353 - Teen Court Program Fees Total:	**10.00**
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	1,404.66
	0361 - JP Security Fund Total:	**1,404.66**
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	1,750.13
	0367 - JP-3 Truancy Program Fund Total:	**1,750.13**
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	1,404.71
	0372 - Justice Court Technology Fund Total:	**1,404.71**

Payment Report - G/L and Fund Summary

Transaction Date: **02/01/2020 - 02/29/2020** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	683.15
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	13,807.68
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-3-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	22,884.75
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	1,380.65
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	2,071.04
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	2,796.93
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	24.20
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	2,982.08
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-3-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	19,461.42
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	690.29
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	495.27
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	2,790.81
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	282.50
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	1,146.11
	0399 - State Agency Fund Total:	**71,496.88**
	Fee Totals for All Funds:	**179,347.41**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **02/01/2020 - 02/29/2020** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	1,107.85	227	0.00	0	0.00	0	1,107.85	227
2020AFPW	Arrest Fee - TX P&W CCP 102.011(a)(1), 102.011(e)	10.00	2	0.00	0	0.00	0	10.00	2
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	790.35	160	0.00	0	0.00	0	790.35	160
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	22,884.75	378	0.00	0	0.00	0	22,884.75	378
2020CDF	Compliance Dismissal Fine	490.00	50	0.00	0	0.00	0	490.00	50
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	1,040.00	105	0.00	0	0.00	0	1,040.00	105
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	5,181.53	379	0.00	0	0.00	0	5,181.53	379
2020LTF	Local Traffic Fine (TC 542.403)	841.93	287	0.00	0	0.00	0	841.93	287
2020STF	State Traffic Fine (TC 542.4031)	14,031.87	287	0.00	0	0.00	0	14,031.87	287
2020TCAF	Teen Court Admin Fee CCP45.052(e),FC 54.032(g)	10.00	1	0.00	0	0.00	0	10.00	1
2020TPF	Time Payment Fee CCP 102.030	640.72	43	0.00	0	0.00	0	640.72	43
AFCA3	Arrest/Service Fee - Const. Pct. 3	15.80	4	0.00	0	0.00	0	15.80	4
AFCA4	Arrest/Service Fee - Const. Pct. 4	15.00	3	0.00	0	0.00	0	15.00	3
AFDPS	Arrest Fee - DPS (CCP 102.011)	1,234.71	337	0.00	0	0.00	0	1,234.71	337
AFJP	Arrest Fee - Jarrell Police Department (CCP 102.011)	18.57	5	0.00	0	0.00	0	18.57	5
AFPPD	Arrest Fee - Pflugerville Police Department	5.00	1	0.00	0	0.00	0	5.00	1
AFPW	Arrest Fee - Texas P&W (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	475.98	144	0.00	0	0.00	0	475.98	144
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	13,807.68	491	0.00	0	0.00	0	13,807.68	491
CFINE	County Fine	79,959.65	741	0.00	0	0.00	0	79,959.65	741
CHS	Courthouse Security Fee (CCP 102.017)	1,053.50	495	0.00	0	0.00	0	1,053.50	495
CHSJC	JP Security Fee (CCP 102.017)	351.16	494	0.00	0	0.00	0	351.16	494
CJS	Criminal Judicial Support Fee (LGC 103.105)	0.68	2	0.00	0	0.00	0	0.68	2
COLLFEE	Collection Agency Fee	7,132.37	129	0.00	0	0.00	0	7,132.37	129
DDF	Deferred Disposition Fee	2,501.70	38	0.00	0	0.00	0	2,501.70	38
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	350.16	39	0.00	0	0.00	0	350.16	39
FNTC1	Child Safety Seat Fine Trauma Center	495.27	12	0.00	0	0.00	0	495.27	12
IDF	Indigent Defense Fee (LGC 133.107)	690.29	486	0.00	0	0.00	0	690.29	486

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **02/01/2020 - 02/29/2020** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JCTF	Justice Court Technology Fee (CCP 102.0173)	1,404.71	495	0.00	0	0.00	0	1,404.71	495
JF	Jury Fee	0.12	1	0.00	0	0.00	0	0.12	1
JFR	Jury Reimbursement Fee (CCP 102.0045)	1,380.65	486	0.00	0	0.00	0	1,380.65	486
JFTA	Jury Failure To Appear	32.40	1	0.00	0	0.00	0	32.40	1
JS	Jury Summons Fee	0.20	1	0.00	0	0.00	0	0.20	1
JTP	Juvenile Truancy Program (CCP 102.0174)	1,750.13	492	0.00	0	0.00	0	1,750.13	492
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	341.58	479	0.00	0	0.00	0	341.58	479
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	341.57	479	0.00	0	0.00	0	341.57	479
JUSFC	Judicial Support Fund - County (LGC 133.105)	206.70	485	0.00	0	0.00	0	206.70	485
JUSFS	Judicial Support Fund - State (LGC 133.105)	1,863.66	486	0.00	0	0.00	0	1,863.66	486
LT10	Overpayments < $10	5.00	1	0.00	0	0.00	0	5.00	1
MVF	Moving Violation Fee (CCP 102.022)	24.20	333	0.00	0	0.00	0	24.20	333
OMNI	OMNI Fee	558.19	118	0.00	0	0.00	0	558.19	118
OMNIC	OMNI Fee - County	372.08	118	0.00	0	0.00	0	372.08	118
OMNIS	OMNI Fee - State	1,860.54	118	0.00	0	0.00	0	1,860.54	118
SFC3	Service/Arrest Fee - Const. 3	11.08	4	0.00	0	0.00	0	11.08	4
SFMCWV	State Fine - Motor Carrier Weight Violation	282.50	6	0.00	0	0.00	0	282.50	6
SFOC	Service Fee - Out of County	7.40	2	0.00	0	0.00	0	7.40	2
STF	State Traffic Fee (TC 542.4031)	2,982.08	141	0.00	0	0.00	0	2,982.08	141
STFS	State Traffic Fine Due To State (HB2048)	5,429.55	163	0.00	0	0.00	0	5,429.55	163
TCPF	Teen Court Program Fees - Juvenile (CCP 45. 052(g))	10.00	1	0.00	0	0.00	0	10.00	1
TP	Time Payment Fee	1.10	1	0.00	0	0.00	0	1.10	1
TPC	Time Payment Fee - County	261.75	45	0.00	0	0.00	0	261.75	45
TPCC2	Time Payment Fee County 2.50	124.07	96	0.00	0	0.00	0	124.07	96
TPS	Time Payment Fee - State	883.26	144	0.00	0	0.00	0	883.26	144
TPWF	Texas P&W Fine	388.45	3	0.00	0	0.00	0	388.45	3
UFA	Uniform Traffic Act (TC 542.403)	618.64	300	0.00	0	0.00	0	618.64	300
WARC1	Warrant Fee - Constable Pct. 1	100.00	2	0.00	0	0.00	0	100.00	2
WARC3	Warrant Fee - Constable Pct. 3	2,184.48	58	0.00	0	0.00	0	2,184.48	58
WCSO	Williamson County Sheriff	340.43	13	0.00	0	0.00	0	340.43	13

Payment Report - Fee Code Summary

Transaction Date: **02/01/2020 - 02/29/2020** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
WFDPS	Warrant Fee - DPS	439.37	16	0.00	0	0.00	0	439.37	16
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		179,347.41	10,429	0.00	0	0.00	0	179,347.41	10,429

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **02/01/2020 - 02/29/2020** Case Categories: **Civil**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	5,095.00
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	7,610.00
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-3-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	1,000.00
	0100 - General Fund Total:	**13,705.00**
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-3-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	2,000.00
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-3-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	1,200.00
	0399 - State Agency Fund Total:	**3,200.00**
	Fee Totals for All Funds:	**16,905.00**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **02/01/2020 - 02/29/2020** Case Categories: **Civil**
Locations: **JP3**

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

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
CCFF	Counter/Cross Claim Filing Fee	100.00	4	0.00	0	0.00	0	100.00	4
CCOP	Civil Copies	19.50	10	0.00	0	0.00	0	19.50	10
CERT	Certified Copy	30.50	11	0.00	0	0.00	0	30.50	11
CONT3	Constable Service Fee Pct #3	6,860.00	81	0.00	0	0.00	0	6,860.00	81
EFF	Electronic Filing Fee	2,000.00	200	0.00	0	0.00	0	2,000.00	200
ISF	Indigent Legal Services Fee	1,200.00	200	0.00	0	0.00	0	1,200.00	200
JCF	Civil Filing Fee	4,825.00	193	0.00	0	0.00	0	4,825.00	193
JCTF	Judicial/Court Training Fee Due to State	1,000.00	200	0.00	0	0.00	0	1,000.00	200
SCFF	Small Claims Filing Fee	75.00	3	0.00	0	0.00	0	75.00	3
WGAR	Writ of Garnishment	15.00	3	0.00	0	0.00	0	15.00	3
WPOSS	Writ of Possession	25.00	5	0.00	0	0.00	0	25.00	5
WSF3	JP3 - Writ Service Fee	750.00	5	0.00	0	0.00	0	750.00	5
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		16,905.00	916	0.00	0	0.00	0	16,905.00	916

Commissioners Court - Regular Session **15.**

Meeting Date: 09/29/2020

Justice of the Peace 3 March 2020 Monthly Report

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

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, March 2020 Monthly Report in compliance with Code of Criminal Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP#3 March 2020 CCP 103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/15/2020 01:43 PM
Form Started By: Mary Alcala		Started On: 09/15/2020 10:02 AM
Final Approval Date: 09/15/2020		

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 Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of March, 2020.

JUSTICE COURT PRECINCT 3 WILLIAMSON COUNTY, TEXAS

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 1st day of September 2020, to certify which witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
P. KAMMERER
Notary Public, State of Texas
Comm. Expires 09-11-2023
Notary ID 132168296

NOTARY PUBLIC
in and for the State of Texas

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **03/01/2020 - 03/31/2020** Case Categories: **Civil**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	4,667.25
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	5,180.00
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-3-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	900.00
	0100 - General Fund Total:	**10,747.25**
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-3-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	1,800.00
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-3-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	1,080.00
	0399 - State Agency Fund Total:	**2,880.00**
	Fee Totals for All Funds:	**13,627.25**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **03/01/2020 - 03/31/2020** Case Categories: **Civil**
Locations: **JP3**

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

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
CCFF	Counter/Cross Claim Filing Fee	25.00	1	0.00	0	0.00	0	25.00	1
CCOP	Civil Copies	23.50	5	0.00	0	0.00	0	23.50	5
CERT	Certified Copy	32.75	6	0.00	0	0.00	0	32.75	6
CONT3	Constable Service Fee Pct #3	4,130.00	46	0.00	0	0.00	0	4,130.00	46
EFF	Electronic Filing Fee	1,800.00	180	0.00	0	0.00	0	1,800.00	180
ISF	Indigent Legal Services Fee	1,080.00	180	0.00	0	0.00	0	1,080.00	180
JCF	Civil Filing Fee	4,350.00	174	0.00	0	0.00	0	4,350.00	174
JCTF	Judicial/Court Training Fee Due to State	900.00	180	0.00	0	0.00	0	900.00	180
JURY	Jury Fee	66.00	3	0.00	0	0.00	0	66.00	3
SCFF	Small Claims Filing Fee	125.00	5	0.00	0	0.00	0	125.00	5
WGAR	Writ of Garnishment	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	35.00	7	0.00	0	0.00	0	35.00	7
WSF3	JP3 - Writ Service Fee	1,050.00	7	0.00	0	0.00	0	1,050.00	7

Payment Report - Fee Code Summary

Transaction Date: **03/01/2020 - 03/31/2020** Case Categories: **Civil**
Locations: **JP3**

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

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	13,627.25	796	0.00	0	0.00	0	13,627.25	796

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **03/01/2020 - 03/31/2020** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207013 - Due to City of Jarrell	L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell	5.35
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	4,388.17
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	544.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	504.68
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	2,107.33
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-3-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	73.69
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	2,144.99
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	54,909.24
01-0100-0453-004002 - JP3 Juror Payments	L-004-3-01-0100-0453-004002: 01-0100-0453-004002 - JP3 Juror Payments	38.09
	0100 - General Fund Total:	**64,715.54**
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	643.99
	0361 - JP Security Fund Total:	**643.99**
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	794.45
	0367 - JP-3 Truancy Program Fund Total:	**794.45**
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	636.06
	0372 - Justice Court Technology Fund Total:	**636.06**

Payment Report - G/L and Fund Summary

Transaction Date: **03/01/2020 - 03/31/2020** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	304.33
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	6,347.56
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	626.78
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	952.15
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	716.22
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	11.07
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	1,271.49
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	317.48
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	245.73
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	1,606.91
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	91.50
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	640.02
	0399 - State Agency Fund Total:	**13,131.24**
	Fee Totals for All Funds:	**79,921.28**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **03/01/2020 - 03/31/2020** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
AFCA3	Arrest/Service Fee - Const. Pct. 3	8.16	3	0.00	0	0.00	0	8.16	3
AFDPS	Arrest Fee - DPS (CCP 102.011)	502.85	170	0.00	0	0.00	0	502.85	170
AFJP	Arrest Fee - Jarrell Police Department (CCP 102.011)	5.35	2	0.00	0	0.00	0	5.35	2
AFPW	Arrest Fee - Texas P&W (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFRPD	Arrest Fee - Round Rock PD (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	283.03	93	0.00	0	0.00	0	283.03	93
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	6,347.56	268	0.00	0	0.00	0	6,347.56	268
CFINE	County Fine	54,909.24	551	0.00	0	0.00	0	54,909.24	551
CHS	Courthouse Security Fee (CCP 102.017)	483.04	269	0.00	0	0.00	0	483.04	269
CHSJC	JP Security Fee (CCP 102.017)	160.95	268	0.00	0	0.00	0	160.95	268
CJS	Criminal Judicial Support Fee (LGC 103.105)	0.67	2	0.00	0	0.00	0	0.67	2
COLLFEE	Collection Agency Fee	4,388.17	84	0.00	0	0.00	0	4,388.17	84
COPY	Copies	1.50	1	0.00	0	0.00	0	1.50	1
DDF	Deferred Disposition Fee	1,729.60	29	0.00	0	0.00	0	1,729.60	29
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	79.29	11	0.00	0	0.00	0	79.29	11
FNTC1	Child Safety Seat Fine Trauma Center	245.73	6	0.00	0	0.00	0	245.73	6
IDF	Indigent Defense Fee (LGC 133.107)	317.48	265	0.00	0	0.00	0	317.48	265
JCTF	Justice Court Technology Fee (CCP 102.0173)	636.06	267	0.00	0	0.00	0	636.06	267
JF	Jury Fee	0.14	1	0.00	0	0.00	0	0.14	1
JFR	Jury Reimbursement Fee (CCP 102.0045)	626.78	263	0.00	0	0.00	0	626.78	263
JFTA	Jury Failure To Appear	38.09	1	0.00	0	0.00	0	38.09	1
JS	Jury Summons Fee	0.22	1	0.00	0	0.00	0	0.22	1
JTP	Juvenile Truancy Program (CCP 102.0174)	794.45	267	0.00	0	0.00	0	794.45	267
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	152.17	254	0.00	0	0.00	0	152.17	254
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	152.16	254	0.00	0	0.00	0	152.16	254
JUSFC	Judicial Support Fund - County (LGC 133.105)	94.78	262	0.00	0	0.00	0	94.78	262
JUSFS	Judicial Support Fund - State (LGC 133.105)	856.70	266	0.00	0	0.00	0	856.70	266
MVF	Moving Violation Fee (CCP 102.022)	11.07	173	0.00	0	0.00	0	11.07	173
OMNI	OMNI Fee	321.39	75	0.00	0	0.00	0	321.39	75

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **03/01/2020 - 03/31/2020** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
OMNIC	OMNI Fee - County	214.27	75	0.00	0	0.00	0	214.27	75
OMNIS	OMNI Fee - State	1,071.25	75	0.00	0	0.00	0	1,071.25	75
OPAY	Over Payments > $10	46.00	1	0.00	0	0.00	0	46.00	1
SFC1	Service/Arrest Fee - Const. 1	5.00	1	0.00	0	0.00	0	5.00	1
SFC3	Service/Arrest Fee - Const. 3	5.22	2	0.00	0	0.00	0	5.22	2
SFMCWV	State Fine - Motor Carrier Weight Violation	91.50	3	0.00	0	0.00	0	91.50	3
STF	State Traffic Fee (TC 542.4031)	1,271.49	62	0.00	0	0.00	0	1,271.49	62
TPC	Time Payment Fee - County	171.05	28	0.00	0	0.00	0	171.05	28
TPS	Time Payment Fee - State	468.97	83	0.00	0	0.00	0	468.97	83
TPWF	Texas P&W Fine	544.00	11	0.00	0	0.00	0	544.00	11
UFA	Uniform Traffic Act (TC 542.403)	245.80	141	0.00	0	0.00	0	245.80	141
WARC1	Warrant Fee - Constable Pct. 1	68.69	2	0.00	0	0.00	0	68.69	2
WARC3	Warrant Fee - Constable Pct. 3	2,131.39	48	0.00	0	0.00	0	2,131.39	48
WCSO	Williamson County Sheriff	221.65	10	0.00	0	0.00	0	221.65	10
WFDPS	Warrant Fee - DPS	208.37	13	0.00	0	0.00	0	208.37	13

Payment Report - Fee Code Summary

Transaction Date: **03/01/2020 - 03/31/2020** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	79,921.28	4,663	0.00	0	0.00	0	79,921.28	4,663

Commissioners Court - Regular Session **16.**

Meeting Date: 09/29/2020

Justice of the Peace 3 April 2020 Monthly Report

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

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, April 2020 Monthly Report in compliance with Code of Criminal Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP#3 April 2020 CCP 103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/15/2020 01:43 PM
Form Started By: Mary Alcala		Started On: 09/15/2020 10:05 AM
Final Approval Date: 09/15/2020		

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 Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of April 2020.

JUSTICE COURT PRECINCT 3 WILLIAMSON COUNTY, TEXAS

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 1st day of SEPTEMBER 2020, to certify which witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
P. KAMMERER
Notary Public, State of Texas
Comm. Expires 09-11-2023
Notary ID 132168296

NOTARY PUBLIC
in and for the State of Texas

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **04/01/2020 - 04/30/2020** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207013 - Due to City of Jarrell	L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell	5.00
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	5,079.22
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	266.90
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	568.48
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	1,228.97
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	1,483.59
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	41,616.21
01-0100-0000-370500 - Miscellaneous Revenue	L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	3.00
	0100 - General Fund Total:	**50,251.37**
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	528.45
	0361 - JP Security Fund Total:	**528.45**
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	655.51
	0367 - JP-3 Truancy Program Fund Total:	**655.51**
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	528.35
	0372 - Justice Court Technology Fund Total:	**528.35**

Payment Report - G/L and Fund Summary

Transaction Date: **04/01/2020 - 04/30/2020** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	239.83
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	5,164.20
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	516.38
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	774.54
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	494.09
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	8.57
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	1,164.80
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	258.22
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	175.55
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	1,518.76
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	166.50
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	380.37
	0399 - State Agency Fund Total:	**10,861.81**
	Fee Totals for All Funds:	**62,825.49**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **04/01/2020 - 04/30/2020** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFCA3	Arrest/Service Fee - Const. Pct. 3	15.68	4	0.00	0	0.00	0	15.68	4
AFDPS	Arrest Fee - DPS (CCP 102.011)	393.31	115	0.00	0	0.00	0	393.31	115
AFJP	Arrest Fee - Jarrell Police Department (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	256.51	73	0.00	0	0.00	0	256.51	73
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	5,164.20	191	0.00	0	0.00	0	5,164.20	191
CFINE	County Fine	41,616.21	436	0.00	0	0.00	0	41,616.21	436
CHS	Courthouse Security Fee (CCP 102.017)	396.29	191	0.00	0	0.00	0	396.29	191
CHSJC	JP Security Fee (CCP 102.017)	132.16	191	0.00	0	0.00	0	132.16	191
CJS	Criminal Judicial Support Fee (LGC 103.105)	0.60	1	0.00	0	0.00	0	0.60	1
COLLFEE	Collection Agency Fee	5,079.22	89	0.00	0	0.00	0	5,079.22	89
COPIES	Certified Copies	4.25	2	0.00	0	0.00	0	4.25	2
DDF	Deferred Disposition Fee	995.30	10	0.00	0	0.00	0	995.30	10
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	28.27	6	0.00	0	0.00	0	28.27	6
FNTC1	Child Safety Seat Fine Trauma Center	175.55	4	0.00	0	0.00	0	175.55	4
IDF	Indigent Defense Fee (LGC 133.107)	258.22	188	0.00	0	0.00	0	258.22	188
JCTF	Justice Court Technology Fee (CCP 102.0173)	528.35	191	0.00	0	0.00	0	528.35	191
JFR	Jury Reimbursement Fee (CCP 102.0045)	516.38	188	0.00	0	0.00	0	516.38	188
JTP	Juvenile Truancy Program (CCP 102.0174)	655.51	190	0.00	0	0.00	0	655.51	190
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	119.91	175	0.00	0	0.00	0	119.91	175
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	119.92	175	0.00	0	0.00	0	119.92	175
JUSFC	Judicial Support Fund - County (LGC 133.105)	76.80	186	0.00	0	0.00	0	76.80	186
JUSFS	Judicial Support Fund - State (LGC 133.105)	697.14	188	0.00	0	0.00	0	697.14	188
LT10	Overpayments < $10	3.00	1	0.00	0	0.00	0	3.00	1
MVF	Moving Violation Fee (CCP 102.022)	8.57	125	0.00	0	0.00	0	8.57	125
OMNI	OMNI Fee	303.73	64	0.00	0	0.00	0	303.73	64
OMNIC	OMNI Fee - County	202.48	64	0.00	0	0.00	0	202.48	64
OMNIS	OMNI Fee - State	1,012.55	64	0.00	0	0.00	0	1,012.55	64
OPAY	Over Payments > $10	1.00	1	0.00	0	0.00	0	1.00	1
SFC3	Service/Arrest Fee - Const. 3	14.86	3	0.00	0	0.00	0	14.86	3

Payment Report - Fee Code Summary

Transaction Date: **04/01/2020 - 04/30/2020** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
SFMCWV	State Fine - Motor Carrier Weight Violation	166.50	5	0.00	0	0.00	0	166.50	5
STF	State Traffic Fee (TC 542.4031)	1,164.80	58	0.00	0	0.00	0	1,164.80	58
TPC	Time Payment Fee - County	99.36	17	0.00	0	0.00	0	99.36	17
TPS	Time Payment Fee - State	281.01	45	0.00	0	0.00	0	281.01	45
TPWF	Texas P&W Fine	266.90	4	0.00	0	0.00	0	266.90	4
UFA	Uniform Traffic Act (TC 542.403)	200.15	103	0.00	0	0.00	0	200.15	103
WARC3	Warrant Fee - Constable Pct. 3	1,453.05	39	0.00	0	0.00	0	1,453.05	39
WCSO	Williamson County Sheriff	311.97	8	0.00	0	0.00	0	311.97	8
WFDPS	Warrant Fee - DPS	100.78	7	0.00	0	0.00	0	100.78	7

Payment Report - Fee Code Summary

Transaction Date: **04/01/2020 - 04/30/2020** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	62,825.49	3,403	0.00	0	0.00	0	62,825.49	3,403

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **04/01/2020 - 04/30/2020** Case Categories: **Civil**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	892.50
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	630.00
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-3-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	155.00
	0100 - General Fund Total:	**1,677.50**
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-3-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	310.00
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-3-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	186.00
	0399 - State Agency Fund Total:	**496.00**
	Fee Totals for All Funds:	**2,173.50**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **04/01/2020 - 04/30/2020** Case Categories: **Civil**
Locations: **JP3**

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

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
AB	Abstract	10.00	2	0.00	0	0.00	0	10.00	2
CCOP	Civil Copies	3.50	3	0.00	0	0.00	0	3.50	3
CERT	Certified Copy	4.00	2	0.00	0	0.00	0	4.00	2
CONT3	Constable Service Fee Pct #3	630.00	7	0.00	0	0.00	0	630.00	7
EFF	Electronic Filing Fee	310.00	31	0.00	0	0.00	0	310.00	31
ISF	Indigent Legal Services Fee	186.00	31	0.00	0	0.00	0	186.00	31
JCF	Civil Filing Fee	775.00	31	0.00	0	0.00	0	775.00	31
JCTF	Judicial/Court Training Fee Due to State	155.00	31	0.00	0	0.00	0	155.00	31
TRANS	Transcript	100.00	10	0.00	0	0.00	0	100.00	10

Payment Report - Fee Code Summary

Transaction Date: **04/01/2020 - 04/30/2020** Case Categories: **Civil**
Locations: **JP3**

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

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	2,173.50	148	0.00	0	0.00	0	2,173.50	148

Commissioners Court - Regular Session **17.**

Meeting Date: 09/29/2020

Justice of the Peace 3 May 2020 Monthly Report

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

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, May 2020 Monthly Report in compliance with Code of Criminal Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP#3 May 2020 CCP 103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/15/2020 01:44 PM
Form Started By: Mary Alcala		Started On: 09/15/2020 10:07 AM
Final Approval Date: 09/15/2020		

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 Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of May 2020.

JUSTICE COURT PRECINCT 3 WILLIAMSON COUNTY TEXAS

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 1st day of SEPTEMBER 2020, to certify which witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
P. KAMMERER
Notary Public, State of Texas
Comm. Expires 09-11-2023
Notary ID 132168296

NOTARY PUBLIC
in and for the State of Texas

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **05/01/2020 - 05/31/2020** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207013 - Due to City of Jarrell	L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell	1.29
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	3,699.53
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	1,095.65
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	410.86
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	511.95
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-3-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	81.31
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	1,479.93
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-3-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	50.00
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	50,896.96
	0100 - General Fund Total:	**58,227.48**
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	601.62
	0361 - JP Security Fund Total:	**601.62**
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	751.30
	0367 - JP-3 Truancy Program Fund Total:	**751.30**
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	601.76
	0372 - Justice Court Technology Fund Total:	**601.76**

Payment Report - G/L and Fund Summary

Transaction Date: **05/01/2020 - 05/31/2020** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	293.29
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	5,960.78
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	596.10
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	894.41
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	754.02
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	9.65
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	1,437.83
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	297.96
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	116.90
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	1,477.56
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	131.50
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	750.40
	0399 - State Agency Fund Total:	**12,720.40**
	Fee Totals for All Funds:	**72,902.56**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **05/01/2020 - 05/31/2020** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFAPD	Arrest Fee - Austin PD (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	498.15	142	0.00	0	0.00	0	498.15	142
AFJP	Arrest Fee - Jarrell Police Department (CCP 102.011)	1.29	1	0.00	0	0.00	0	1.29	1
AFSCPD	Arrest Fee - Southwestern Police Department	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	246.87	74	0.00	0	0.00	0	246.87	74
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	5,960.78	219	0.00	0	0.00	0	5,960.78	219
CFINE	County Fine	50,896.96	502	0.00	0	0.00	0	50,896.96	502
CHS	Courthouse Security Fee (CCP 102.017)	451.30	219	0.00	0	0.00	0	451.30	219
CHSJC	JP Security Fee (CCP 102.017)	150.32	218	0.00	0	0.00	0	150.32	218
CJS	Criminal Judicial Support Fee (LGC 103.105)	0.10	1	0.00	0	0.00	0	0.10	1
COLLFEE	Collection Agency Fee	3,699.53	72	0.00	0	0.00	0	3,699.53	72
COPIES	Certified Copies	2.25	1	0.00	0	0.00	0	2.25	1
COPY	Copies	1.00	1	0.00	0	0.00	0	1.00	1
DDF	Deferred Disposition Fee	224.80	3	0.00	0	0.00	0	224.80	3
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	47.96	7	0.00	0	0.00	0	47.96	7
FNTC1	Child Safety Seat Fine Trauma Center	116.90	3	0.00	0	0.00	0	116.90	3
IDF	Indigent Defense Fee (LGC 133.107)	297.96	217	0.00	0	0.00	0	297.96	217
JCTF	Justice Court Technology Fee (CCP 102.0173)	601.76	219	0.00	0	0.00	0	601.76	219
JFR	Jury Reimbursement Fee (CCP 102.0045)	596.10	217	0.00	0	0.00	0	596.10	217
JTP	Juvenile Truancy Program (CCP 102.0174)	751.30	218	0.00	0	0.00	0	751.30	218
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	146.66	211	0.00	0	0.00	0	146.66	211
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	146.63	210	0.00	0	0.00	0	146.63	210
JUSFC	Judicial Support Fund - County (LGC 133.105)	89.54	215	0.00	0	0.00	0	89.54	215
JUSFS	Judicial Support Fund - State (LGC 133.105)	804.77	217	0.00	0	0.00	0	804.77	217
MVF	Moving Violation Fee (CCP 102.022)	9.65	137	0.00	0	0.00	0	9.65	137
OMNI	OMNI Fee	295.55	62	0.00	0	0.00	0	295.55	62
OMNIC	OMNI Fee - County	197.01	62	0.00	0	0.00	0	197.01	62
OMNIS	OMNI Fee - State	985.00	62	0.00	0	0.00	0	985.00	62
SFC3	Service/Arrest Fee - Const. 3	7.90	2	0.00	0	0.00	0	7.90	2

Payment Report - Fee Code Summary

Transaction Date: **05/01/2020 - 05/31/2020** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
SFMCWV	State Fine - Motor Carrier Weight Violation	131.50	5	0.00	0	0.00	0	131.50	5
SFOC	Service Fee - Out of County	3.43	1	0.00	0	0.00	0	3.43	1
STF	State Traffic Fee (TC 542.4031)	1,437.83	65	0.00	0	0.00	0	1,437.83	65
TPC	Time Payment Fee - County	188.13	27	0.00	0	0.00	0	188.13	27
TPS	Time Payment Fee - State	562.27	70	0.00	0	0.00	0	562.27	70
TPWF	Texas P&W Fine	1,095.65	11	0.00	0	0.00	0	1,095.65	11
UFA	Uniform Traffic Act (TC 542.403)	222.51	106	0.00	0	0.00	0	222.51	106
WARC1	Warrant Fee - Constable Pct. 1	81.31	2	0.00	0	0.00	0	81.31	2
WARC3	Warrant Fee - Constable Pct. 3	1,472.03	40	0.00	0	0.00	0	1,472.03	40
WARC4	Warrant Fee - Constable Pct. 4	50.00	1	0.00	0	0.00	0	50.00	1
WCSO	Williamson County Sheriff	163.99	7	0.00	0	0.00	0	163.99	7
WFDPS	Warrant Fee - DPS	255.87	11	0.00	0	0.00	0	255.87	11

Payment Report - Fee Code Summary

Transaction Date: **05/01/2020 - 05/31/2020** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	72,902.56	3,860	0.00	0	0.00	0	72,902.56	3,860

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **05/01/2020 - 05/31/2020** Case Categories: **Civil**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	2,464.00
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	1,610.00
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-3-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	490.00
	0100 - General Fund Total:	**4,564.00**
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-3-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	980.00
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-3-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	588.00
	0399 - State Agency Fund Total:	**1,568.00**
	Fee Totals for All Funds:	**6,132.00**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **05/01/2020 - 05/31/2020** Case Categories: **Civil**
Locations: **JP3**

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

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
CCOP	Civil Copies	2.50	2	0.00	0	0.00	0	2.50	2
CERT	Certified Copy	11.50	2	0.00	0	0.00	0	11.50	2
CONT3	Constable Service Fee Pct #3	1,610.00	19	0.00	0	0.00	0	1,610.00	19
EFF	Electronic Filing Fee	980.00	98	0.00	0	0.00	0	980.00	98
ISF	Indigent Legal Services Fee	588.00	98	0.00	0	0.00	0	588.00	98
JCF	Civil Filing Fee	2,425.00	97	0.00	0	0.00	0	2,425.00	97
JCTF	Judicial/Court Training Fee Due to State	490.00	98	0.00	0	0.00	0	490.00	98
SCFF	Small Claims Filing Fee	25.00	1	0.00	0	0.00	0	25.00	1

Payment Report - Fee Code Summary

Transaction Date: **05/01/2020 - 05/31/2020** Case Categories: **Civil**
Locations: **JP3**

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

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	6,132.00	415	0.00	0	0.00	0	6,132.00	415

Commissioners Court - Regular Session **18.**

Meeting Date: 09/29/2020

Justice of the Peace 3 June 2020 Monthly Report

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

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, June 2020 Monthly Report in compliance with Code of Criminal Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP#3 June 2020 CCP 103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/15/2020 01:44 PM
Form Started By: Mary Alcala		Started On: 09/15/2020 10:08 AM
Final Approval Date: 09/15/2020		

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 Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of June 2020.

JUSTICE COURT PRECINCT 3 WILLIAMSON COUNTY, TEXAS

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 1st **day of** SEPTEMBER **2020, to certify which witness my hand and seal of office.**

NOTARY PUBLIC STATE OF TEXAS
P. KAMMERER
Notary Public, State of Texas
Comm. Expires 09-11-2023
Notary ID 132168296

NOTARY PUBLIC
in and for the State of Texas

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **06/01/2020 - 06/30/2020** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFCA3	Arrest/Service Fee - Const. Pct. 3	10.80	3	0.00	0	0.00	0	10.80	3
AFDPS	Arrest Fee - DPS (CCP 102.011)	236.84	72	0.00	0	0.00	0	236.84	72
AFJP	Arrest Fee - Jarrell Police Department (CCP 102.011)	1.66	1	0.00	0	0.00	0	1.66	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	222.60	63	0.00	0	0.00	0	222.60	63
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	3,695.35	137	0.00	0	0.00	0	3,695.35	137
CFINE	County Fine	49,814.26	501	0.00	0	0.00	0	49,814.26	501
CHS	Courthouse Security Fee (CCP 102.017)	277.03	136	0.00	0	0.00	0	277.03	136
CHSJC	JP Security Fee (CCP 102.017)	92.38	136	0.00	0	0.00	0	92.38	136
COLLFEE	Collection Agency Fee	3,964.01	69	0.00	0	0.00	0	3,964.01	69
COPIES	Certified Copies	2.25	1	0.00	0	0.00	0	2.25	1
CSSF	Child Safety School Fee (CCP 102.014(c))	10.63	1	0.00	0	0.00	0	10.63	1
DDF	Deferred Disposition Fee	274.90	2	0.00	0	0.00	0	274.90	2
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	44.30	7	0.00	0	0.00	0	44.30	7
FNTC1	Child Safety Seat Fine Trauma Center	256.35	5	0.00	0	0.00	0	256.35	5
IDF	Indigent Defense Fee (LGC 133.107)	184.74	136	0.00	0	0.00	0	184.74	136
JCTF	Justice Court Technology Fee (CCP 102.0173)	369.53	136	0.00	0	0.00	0	369.53	136
JFR	Jury Reimbursement Fee (CCP 102.0045)	369.56	136	0.00	0	0.00	0	369.56	136
JTP	Juvenile Truancy Program (CCP 102.0174)	461.92	137	0.00	0	0.00	0	461.92	137
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	88.99	129	0.00	0	0.00	0	88.99	129
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	88.99	129	0.00	0	0.00	0	88.99	129
JUSFC	Judicial Support Fund - County (LGC 133.105)	55.47	136	0.00	0	0.00	0	55.47	136
JUSFS	Judicial Support Fund - State (LGC 133.105)	498.84	137	0.00	0	0.00	0	498.84	137
LT10	Overpayments < $10	9.00	1	0.00	0	0.00	0	9.00	1
MVF	Moving Violation Fee (CCP 102.022)	5.38	81	0.00	0	0.00	0	5.38	81
OMNI	OMNI Fee	252.56	54	0.00	0	0.00	0	252.56	54
OMNIC	OMNI Fee - County	168.39	54	0.00	0	0.00	0	168.39	54
OMNIS	OMNI Fee - State	841.84	54	0.00	0	0.00	0	841.84	54
SFC3	Service/Arrest Fee - Const. 3	5.72	2	0.00	0	0.00	0	5.72	2
SFMCWV	State Fine - Motor Carrier Weight Violation	195.00	6	0.00	0	0.00	0	195.00	6

Payment Report - Fee Code Summary

Transaction Date: **06/01/2020 - 06/30/2020** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
STF	State Traffic Fee (TC 542.4031)	940.87	53	0.00	0	0.00	0	940.87	53
TPC	Time Payment Fee - County	31.30	10	0.00	0	0.00	0	31.30	10
TPS	Time Payment Fee - State	157.49	29	0.00	0	0.00	0	157.49	29
TPWF	Texas P&W Fine	830.45	10	0.00	0	0.00	0	830.45	10
UFA	Uniform Traffic Act (TC 542.403)	131.68	72	0.00	0	0.00	0	131.68	72
WARC1	Warrant Fee - Constable Pct. 1	50.00	1	0.00	0	0.00	0	50.00	1
WARC3	Warrant Fee - Constable Pct. 3	1,118.30	31	0.00	0	0.00	0	1,118.30	31
WCSO	Williamson County Sheriff	142.11	5	0.00	0	0.00	0	142.11	5
WFDPS	Warrant Fee - DPS	142.30	5	0.00	0	0.00	0	142.30	5
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		66,043.79	2,678	0.00	0	0.00	0	66,043.79	2,678

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **06/01/2020 - 06/30/2020** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207013 - Due to City of Jarrell	L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell	1.66
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	3,964.01
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	830.45
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	364.71
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	453.13
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-3-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	50.00
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	1,134.82
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	49,814.26
01-0100-0000-370500 - Miscellaneous Revenue	L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	9.00
	0100 - General Fund Total:	**56,622.04**
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	369.41
	0361 - JP Security Fund Total:	**369.41**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	10.63
	0365 - Child Safety Fund Total:	**10.63**
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	461.92
	0367 - JP-3 Truancy Program Fund Total:	**461.92**
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	369.53
	0372 - Justice Court Technology Fund Total:	**369.53**

Payment Report - G/L and Fund Summary

Transaction Date: **06/01/2020 - 06/30/2020** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	177.98
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	3,695.35
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	369.56
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	554.31
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	379.14
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	5.38
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	940.87
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	184.74
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	256.35
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	1,262.79
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	195.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	188.79
	0399 - State Agency Fund Total:	**8,210.26**
	Fee Totals for All Funds:	**66,043.79**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **06/01/2020 - 06/30/2020** Case Categories: **Civil**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
CCOP	Civil Copies	14.50	6	0.00	0	0.00	0	14.50	6
CERT	Certified Copy	30.25	5	0.00	0	0.00	0	30.25	5
CONT3	Constable Service Fee Pct #3	2,310.00	25	0.00	0	0.00	0	2,310.00	25
EFF	Electronic Filing Fee	1,260.00	126	0.00	0	0.00	0	1,260.00	126
ISF	Indigent Legal Services Fee	756.00	126	0.00	0	0.00	0	756.00	126
JCF	Civil Filing Fee	2,950.00	118	0.00	0	0.00	0	2,950.00	118
JCTF	Judicial/Court Training Fee Due to State	630.00	126	0.00	0	0.00	0	630.00	126
SCFF	Small Claims Filing Fee	200.00	8	0.00	0	0.00	0	200.00	8
TOW	Towing Filing Fee	20.00	1	0.00	0	0.00	0	20.00	1
WEXEC	Writ of Execution	10.00	2	0.00	0	0.00	0	10.00	2
WPOSS	Writ of Possession	50.00	10	0.00	0	0.00	0	50.00	10
WSF3	JP3 - Writ Service Fee	1,800.00	12	0.00	0	0.00	0	1,800.00	12

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	10,030.75	565	0.00	0	0.00	0	10,030.75	565

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **06/01/2020 - 06/30/2020** Case Categories: **Civil**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	3,274.75
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	4,110.00
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-3-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	630.00
	0100 - General Fund Total:	**8,014.75**
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-3-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	1,260.00
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-3-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	756.00
	0399 - State Agency Fund Total:	**2,016.00**
	Fee Totals for All Funds:	**10,030.75**

Commissioners Court - Regular Session **19.**

Meeting Date: 09/29/2020

Justice of the Peace 3 July 2020 Monthly Report

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

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, July 2020 Monthly Report in compliance with Code of Criminal Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP#3 July 2020 CCP 103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/15/2020 01:45 PM
Form Started By: Mary Alcala		Started On: 09/15/2020 10:09 AM
Final Approval Date: 09/15/2020		

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 Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of July, 2020.

JUSTICE COURT PRECINCT 3 WILLIAMSON COUNTY, TEXAS

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 1st day of SEPTEMBER 2020, to certify which witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
P. KAMMERER
Notary Public, State of Texas
Comm. Expires 09-11-2023
Notary ID 132168296

NOTARY PUBLIC
in and for the State of Texas

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **07/01/2020 - 07/31/2020** Case Categories: **Civil**
Locations: **JP3**

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

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
CCFF	Counter/Cross Claim Filing Fee	25.00	1	0.00	0	0.00	0	25.00	1
CCOP	Civil Copies	13.50	6	0.00	0	0.00	0	13.50	6
CERT	Certified Copy	5.25	1	0.00	0	0.00	0	5.25	1
CONT3	Constable Service Fee Pct #3	2,800.00	30	0.00	0	0.00	0	2,800.00	30
EFF	Electronic Filing Fee	1,330.00	133	0.00	0	0.00	0	1,330.00	133
ISF	Indigent Legal Services Fee	798.00	133	0.00	0	0.00	0	798.00	133
JCF	Civil Filing Fee	3,200.00	128	0.00	0	0.00	0	3,200.00	128
JCTF	Judicial/Court Training Fee Due to State	665.00	133	0.00	0	0.00	0	665.00	133
SCFF	Small Claims Filing Fee	100.00	4	0.00	0	0.00	0	100.00	4
WGAR	Writ of Garnishment	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	5.00	1	0.00	0	0.00	0	5.00	1
WSF3	JP3 - Writ Service Fee	150.00	1	0.00	0	0.00	0	150.00	1
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		9,096.75	572	0.00	0	0.00	0	9,096.75	572

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **07/01/2020 - 07/31/2020** Case Categories: **Civil**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	3,353.75
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	2,950.00
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-3-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	665.00
	0100 - General Fund Total:	**6,968.75**
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-3-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	1,330.00
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-3-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	798.00
	0399 - State Agency Fund Total:	**2,128.00**
	Fee Totals for All Funds:	**9,096.75**

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **07/01/2020 - 07/31/2020** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207013 - Due to City of Jarrell	L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell	5.00
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	2,610.58
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	2,340.90
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	191.71
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	375.52
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-3-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	50.00
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	773.39
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	70,447.96
01-0100-0453-004002 - JP3 Juror Payments	L-004-3-01-0100-0453-004002: 01-0100-0453-004002 - JP3 Juror Payments	121.57
	0100 - General Fund Total:	**76,916.63**
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	286.75
	0361 - JP Security Fund Total:	**286.75**
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	352.02
	0367 - JP-3 Truancy Program Fund Total:	**352.02**
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	286.71
	0372 - Justice Court Technology Fund Total:	**286.71**

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **07/01/2020 - 07/31/2020** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	135.35
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	2,827.31
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	282.72
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	424.13
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	453.04
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	3.98
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	717.65
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	141.30
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	209.50
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	1,126.82
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	5,807.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	249.84
	0399 - State Agency Fund Total:	**12,378.64**
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	100.00
	JP BOND Total:	**100.00**
	Fee Totals for All Funds:	**90,320.75**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **07/01/2020 - 07/31/2020** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFDPS	Arrest Fee - DPS (CCP 102.011)	236.64	72	0.00	0	0.00	0	236.64	72
AFJP	Arrest Fee - Jarrell Police Department (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFPW	Arrest Fee - Texas P&W (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	111.77	35	0.00	0	0.00	0	111.77	35
CB	Cash Bond	100.00	1	0.00	0	0.00	0	100.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	2,827.31	108	0.00	0	0.00	0	2,827.31	108
CFINE	County Fine	70,447.96	580	0.00	0	0.00	0	70,447.96	580
CHS	Courthouse Security Fee (CCP 102.017)	215.07	109	0.00	0	0.00	0	215.07	109
CHSJC	JP Security Fee (CCP 102.017)	71.68	109	0.00	0	0.00	0	71.68	109
CJS	Criminal Judicial Support Fee (LGC 103.105)	0.77	2	0.00	0	0.00	0	0.77	2
COLLFEE	Collection Agency Fee	2,610.58	58	0.00	0	0.00	0	2,610.58	58
COPIES	Certified Copies	4.00	2	0.00	0	0.00	0	4.00	2
COPY	Copies	20.00	3	0.00	0	0.00	0	20.00	3
DDF	Deferred Disposition Fee	264.90	4	0.00	0	0.00	0	264.90	4
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	1.56	1	0.00	0	0.00	0	1.56	1
FNTC1	Child Safety Seat Fine Trauma Center	209.50	3	0.00	0	0.00	0	209.50	3
IDF	Indigent Defense Fee (LGC 133.107)	141.30	108	0.00	0	0.00	0	141.30	108
JCTF	Justice Court Technology Fee (CCP 102.0173)	286.71	109	0.00	0	0.00	0	286.71	109
JF	Jury Fee	0.45	1	0.00	0	0.00	0	0.45	1
JFR	Jury Reimbursement Fee (CCP 102.0045)	282.72	108	0.00	0	0.00	0	282.72	108
JFTA	Jury Failure To Appear	121.57	1	0.00	0	0.00	0	121.57	1
JS	Jury Summons Fee	0.72	1	0.00	0	0.00	0	0.72	1
JTP	Juvenile Truancy Program (CCP 102.0174)	352.02	107	0.00	0	0.00	0	352.02	107
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	67.69	102	0.00	0	0.00	0	67.69	102
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	67.66	102	0.00	0	0.00	0	67.66	102
JUSFC	Judicial Support Fund - County (LGC 133.105)	41.68	106	0.00	0	0.00	0	41.68	106
JUSFS	Judicial Support Fund - State (LGC 133.105)	381.68	108	0.00	0	0.00	0	381.68	108
MVF	Moving Violation Fee (CCP 102.022)	3.98	64	0.00	0	0.00	0	3.98	64
OMNI	OMNI Fee	225.39	54	0.00	0	0.00	0	225.39	54

Payment Report - Fee Code Summary

Transaction Date: **07/01/2020 - 07/31/2020** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
OMNIC	OMNI Fee - County	150.24	54	0.00	0	0.00	0	150.24	54
OMNIS	OMNI Fee - State	751.19	54	0.00	0	0.00	0	751.19	54
SFC3	Service/Arrest Fee - Const. 3	0.72	1	0.00	0	0.00	0	0.72	1
SFMCWV	State Fine - Motor Carrier Weight Violation	5,807.00	9	0.00	0	0.00	0	5,807.00	9
STF	State Traffic Fee (TC 542.4031)	717.65	39	0.00	0	0.00	0	717.65	39
TPC	Time Payment Fee - County	50.54	15	0.00	0	0.00	0	50.54	15
TPS	Time Payment Fee - State	199.30	33	0.00	0	0.00	0	199.30	33
TPWF	Texas P&W Fine	2,340.90	22	0.00	0	0.00	0	2,340.90	22
UFA	Uniform Traffic Act (TC 542.403)	84.61	44	0.00	0	0.00	0	84.61	44
WARC1	Warrant Fee - Constable Pct. 1	50.00	1	0.00	0	0.00	0	50.00	1
WARC3	Warrant Fee - Constable Pct. 3	771.95	26	0.00	0	0.00	0	771.95	26
WCSO	Williamson County Sheriff	79.94	4	0.00	0	0.00	0	79.94	4
WFDPS	Warrant Fee - DPS	211.40	7	0.00	0	0.00	0	211.40	7
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		90,320.75	2,369	0.00	0	0.00	0	90,320.75	2,369

Commissioners Court - Regular Session **20.**

Meeting Date: 09/29/2020

Justice of the Peace 3 August 2020 Monthly Report

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

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, August 2020 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP#3 August 2020 CCP 103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/23/2020 09:09 AM
Form Started By: Mary Alcala		Started On: 09/22/2020 04:50 PM
Final Approval Date: 09/23/2020		

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 Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of August, 2020.

JUSTICE COURT PRECINCT 3 WILLIAMSON COUNTY, TEXAS

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 22 day of SEPTEMBER 2020, to certify which witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
P. KAMMERER
Notary Public, State of Texas
Comm. Expires 09-11-2023
Notary ID 132168296

NOTARY PUBLIC
in and for the State of Texas

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **08/01/2020 - 08/31/2020** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFDPS	Arrest Fee - DPS (CCP 102.011)	200.08	62	0.00	0	0.00	0	200.08	62
AFJP	Arrest Fee - Jarrell Police Department (CCP 102.011)	9.94	2	0.00	0	0.00	0	9.94	2
AFPW	Arrest Fee - Texas P&W (CCP 102.011)	15.00	3	0.00	0	0.00	0	15.00	3
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	119.49	37	0.00	0	0.00	0	119.49	37
CB	Cash Bond	400.00	2	0.00	0	0.00	0	400.00	2
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	2,664.98	103	0.00	0	0.00	0	2,664.98	103
CFINE	County Fine	60,413.92	528	0.00	0	0.00	0	60,413.92	528
CHS	Courthouse Security Fee (CCP 102.017)	207.04	105	0.00	0	0.00	0	207.04	105
CHSJC	JP Security Fee (CCP 102.017)	69.00	105	0.00	0	0.00	0	69.00	105
COLLFEE	Collection Agency Fee	3,088.06	64	0.00	0	0.00	0	3,088.06	64
COPY	Copies	1.00	1	0.00	0	0.00	0	1.00	1
CRFEEOVER	Criminal Overpayment Fee	2.00	2	0.00	0	0.00	0	2.00	2
CSSF	Child Safety School Fee (CCP 102.014(c))	8.86	1	0.00	0	0.00	0	8.86	1
DDF	Deferred Disposition Fee	1,036.80	14	0.00	0	0.00	0	1,036.80	14
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	9.90	4	0.00	0	0.00	0	9.90	4
FNTC1	Child Safety Seat Fine Trauma Center	131.62	3	0.00	0	0.00	0	131.62	3
IDF	Indigent Defense Fee (LGC 133.107)	133.23	103	0.00	0	0.00	0	133.23	103
JCTF	Justice Court Technology Fee (CCP 102.0173)	275.96	105	0.00	0	0.00	0	275.96	105
JFR	Jury Reimbursement Fee (CCP 102.0045)	266.50	103	0.00	0	0.00	0	266.50	103
JTP	Juvenile Truancy Program (CCP 102.0174)	344.92	105	0.00	0	0.00	0	344.92	105
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	61.09	95	0.00	0	0.00	0	61.09	95
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	61.12	95	0.00	0	0.00	0	61.12	95
JUSFC	Judicial Support Fund - County (LGC 133.105)	39.99	103	0.00	0	0.00	0	39.99	103
JUSFS	Judicial Support Fund - State (LGC 133.105)	359.69	103	0.00	0	0.00	0	359.69	103
LT10	Overpayments < $10	3.00	1	0.00	0	0.00	0	3.00	1
MVF	Moving Violation Fee (CCP 102.022)	3.76	64	0.00	0	0.00	0	3.76	64
OMNI	OMNI Fee	232.52	55	0.00	0	0.00	0	232.52	55
OMNIC	OMNI Fee - County	155.03	55	0.00	0	0.00	0	155.03	55
OMNIS	OMNI Fee - State	775.13	55	0.00	0	0.00	0	775.13	55

Payment Report - Fee Code Summary

Transaction Date: **08/01/2020 - 08/31/2020** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
SFMCWV	State Fine - Motor Carrier Weight Violation	3,283.50	6	0.00	0	0.00	0	3,283.50	6
STF	State Traffic Fee (TC 542.4031)	874.48	47	0.00	0	0.00	0	874.48	47
TPC	Time Payment Fee - County	62.88	12	0.00	0	0.00	0	62.88	12
TPS	Time Payment Fee - State	109.50	22	0.00	0	0.00	0	109.50	22
TPWF	Texas P&W Fine	407.15	6	0.00	0	0.00	0	407.15	6
UFA	Uniform Traffic Act (TC 542.403)	98.28	55	0.00	0	0.00	0	98.28	55
WARC3	Warrant Fee - Constable Pct. 3	1,154.52	31	0.00	0	0.00	0	1,154.52	31
WCSO	Williamson County Sheriff	147.78	9	0.00	0	0.00	0	147.78	9
WFDPS	Warrant Fee - DPS	248.05	9	0.00	0	0.00	0	248.05	9

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	77,475.77	2,275	0.00	0	0.00	0	77,475.77	2,275

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **08/01/2020 - 08/31/2020** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207013 - Due to City of Jarrell	L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell	9.94
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	3,088.06
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	407.15
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	2.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	267.27
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	1,145.98
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	1,154.52
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	60,413.92
01-0100-0000-370500 - Miscellaneous Revenue	L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	3.00
	0100 - General Fund Total:	**66,491.84**
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	276.04
	0361 - JP Security Fund Total:	**276.04**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	8.86
	0365 - Child Safety Fund Total:	**8.86**
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	344.92
	0367 - JP-3 Truancy Program Fund Total:	**344.92**
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	275.96
	0372 - Justice Court Technology Fund Total:	**275.96**

Payment Report - G/L and Fund Summary

Transaction Date: **08/01/2020 - 08/31/2020** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	122.21
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	2,664.98
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	266.50
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	399.68
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	463.13
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	3.76
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	874.48
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	133.23
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	131.62
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	1,162.68
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	3,283.50
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	172.38
	0399 - State Agency Fund Total:	**9,678.15**
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	400.00
	JP BOND Total:	**400.00**
	Fee Totals for All Funds:	**77,475.77**

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **08/01/2020 - 08/31/2020** Case Categories: **Civil**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	3,258.25
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	2,450.00
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-3-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	635.00
	0100 - General Fund Total:	**6,343.25**
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-3-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	1,270.00
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-3-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	762.00
	0399 - State Agency Fund Total:	**2,032.00**
	Fee Totals for All Funds:	**8,375.25**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **08/01/2020 - 08/31/2020** Case Categories: **Civil**
Locations: **JP3**

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

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
CCFF	Counter/Cross Claim Filing Fee	25.00	1	0.00	0	0.00	0	25.00	1
CCOP	Civil Copies	4.00	4	0.00	0	0.00	0	4.00	4
CERT	Certified Copy	15.25	3	0.00	0	0.00	0	15.25	3
CONT3	Constable Service Fee Pct #3	2,450.00	29	0.00	0	0.00	0	2,450.00	29
EFF	Electronic Filing Fee	1,270.00	127	0.00	0	0.00	0	1,270.00	127
ISF	Indigent Legal Services Fee	762.00	127	0.00	0	0.00	0	762.00	127
JCF	Civil Filing Fee	3,025.00	121	0.00	0	0.00	0	3,025.00	121
JCTF	Judicial/Court Training Fee Due to State	635.00	127	0.00	0	0.00	0	635.00	127
JURY	Jury Fee	44.00	2	0.00	0	0.00	0	44.00	2
SCFF	Small Claims Filing Fee	125.00	5	0.00	0	0.00	0	125.00	5
TOW	Towing Filing Fee	20.00	1	0.00	0	0.00	0	20.00	1
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		8,375.25	547	0.00	0	0.00	0	8,375.25	547

Commissioners Court - Regular Session **21.**

Meeting Date: 09/29/2020

Justice of the Peace 4 August 2020 Monthly Report

Submitted By: Veronica Bolander, J.P. Pct. #4

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, August 2020 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM AUG 2020

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/24/2020 11:50 AM

Form Started By: Veronica Bolander Started On: 09/24/2020 11:43 AM

Final Approval Date: 09/24/2020

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Stacy Hackenberg, Justice of the Peace, Precinct 4, Williamson County, on my oath, state that the attached report of money collected is a true and correct report for the month of August 2020.

Stacy Hackenberg Digitally signed by Stacy Hackenberg
Date: 2020.09.24 11:01:17 -05'00'

STACY HACKENBERG
JUSTICE OF THE PEACE
PRECINCT FOUR

Payment Report - Transaction/Adjustment Detail

Transaction Date: **08/01/2020 - 08/31/2020** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

Final Totals		Fee Totals	Transaction Totals
Total Payments		**13,052.40**	**13,052.40**
Total Adjustments Impacting Payments		**0.00**	**0.00**
Final Fee Code Totals		**13,052.40**	**13,052.40**
Tender Method Summary			
Tender Types	Cash	220.75	220.75
	Cashier's Check	736.00	736.00
	Certified Payments Credit Card	6,059.65	6,059.65
	Check	1,101.00	1,101.00
	E-File Credit Card	4,889.00	4,889.00
	Money Order	46.00	46.00

Detailed report is available through Auditor's Office.

Payment Report - G/L and Fund Summary

Transaction Date: **08/01/2020 - 08/31/2020** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	20.91
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	2,808.29
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	1,550.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	65.58
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	22.50
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	3,126.33
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-4-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	505.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	406.26
	0100 - General Fund Total:	**8,504.87**
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	7.35
	0361 - JP Security Fund Total:	**7.35**
0369 - JP-4 Truancy Program Fund		
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	9.18
	0369 - JP-4 Truancy Program Fund Total:	**9.18**
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	7.38
	0372 - Justice Court Technology Fund Total:	**7.38**

Payment Report - G/L and Fund Summary

Transaction Date: **08/01/2020 - 08/31/2020** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-4-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	1,010.00
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	3.66
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	73.46
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	1,799.15
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	7.34
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	11.02
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	58.67
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	929.79
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	3.64
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-4-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	606.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-4-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	20.89
	0399 - State Agency Fund Total:	**4,523.62**
	Fee Totals for All Funds:	**13,052.40**

Payment Report - Fee Code Summary

Transaction Date: **08/01/2020 - 08/31/2020** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	57.93	13	0.00	0	0.00	0	57.93	13
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	82.16	17	0.00	0	0.00	0	82.16	17
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	1,799.15	31	0.00	0	0.00	0	1,799.15	31
2020CDF	Compliance Dismissal Fine	10.00	1	0.00	0	0.00	0	10.00	1
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	60.00	6	0.00	0	0.00	0	60.00	6
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	406.26	31	0.00	0	0.00	0	406.26	31
2020LTF	Local Traffic Fine (TC 542.403)	55.78	23	0.00	0	0.00	0	55.78	23
2020STF	State Traffic Fine (TC 542.4031)	929.79	23	0.00	0	0.00	0	929.79	23
2020TPF	Time Payment Fee CCP 102.030	22.50	2	0.00	0	0.00	0	22.50	2
AB	Abstract	35.00	6	0.00	0	0.00	0	35.00	6
AFDPS	Arrest Fee - DPS (CCP 102.011)	0.74	1	0.00	0	0.00	0	0.74	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	6.03	2	0.00	0	0.00	0	6.03	2
AFWCC4	Arrest Fee - Wise County Constable Pct4	5.00	1	0.00	0	0.00	0	5.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	73.46	4	0.00	0	0.00	0	73.46	4
CCOP	Civil Copies	1.00	1	0.00	0	0.00	0	1.00	1
CERT	Certified Copy	18.50	2	0.00	0	0.00	0	18.50	2
CFINE	County Fine	3,126.33	29	0.00	0	0.00	0	3,126.33	29
CHS	Courthouse Security Fee (CCP 102.017)	5.52	4	0.00	0	0.00	0	5.52	4
CHSJC	JP Security Fee (CCP 102.017)	1.83	4	0.00	0	0.00	0	1.83	4
CJS	Criminal Judicial Support Fee (LGC 103.105)	11.02	4	0.00	0	0.00	0	11.02	4
COLLFEE	Collection Agency Fee	20.91	1	0.00	0	0.00	0	20.91	1
COMM	Commitment - JP4 eDoc Conversion	2.41	1	0.00	0	0.00	0	2.41	1
CONT4	Constable Service Fee Pct #4	1,400.00	16	0.00	0	0.00	0	1,400.00	16
EFF	Electronic Filing Fee	1,010.00	98	0.00	0	0.00	0	1,010.00	98
IDF	Indigent Defense Fee (LGC 133.107)	3.64	4	0.00	0	0.00	0	3.64	4
ISF	Indigent Legal Services Fee	606.00	98	0.00	0	0.00	0	606.00	98
JCF	Civil Filing Fee	2,500.00	97	0.00	0	0.00	0	2,500.00	97
JCTF	Judicial/Court Training Fee Due to State	505.00	98	0.00	0	0.00	0	505.00	98
JCTF	Justice Court Technology Fee (CCP 102.0173)	7.38	4	0.00	0	0.00	0	7.38	4
JFR	Jury Reimbursement Fee (CCP 102.0045)	7.34	4	0.00	0	0.00	0	7.34	4

Payment Report - Fee Code Summary

Transaction Date: **08/01/2020 - 08/31/2020** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JTP	Juvenile Truancy Program (CCP 102.0174)	9.18	4	0.00	0	0.00	0	9.18	4
REL	Release - JP4 eDoc Conversion	2.41	1	0.00	0	0.00	0	2.41	1
SCFF	Small Claims Filing Fee	25.00	1	0.00	0	0.00	0	25.00	1
SFC4	Service/Arrest Fee - Const. 4	2.41	1	0.00	0	0.00	0	2.41	1
TP	Time Payment Fee	20.89	3	0.00	0	0.00	0	20.89	3
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	3.66	4	0.00	0	0.00	0	3.66	4
WARC4	Warrant Fee - Constable Pct. 4	63.17	2	0.00	0	0.00	0	63.17	2
WPOSS	Writ of Possession	5.00	1	0.00	0	0.00	0	5.00	1
WSF4	JP4 - Writ Service Fee	150.00	1	0.00	0	0.00	0	150.00	1

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	13,052.40	644	0.00	0	0.00	0	13,052.40	644

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 08/01/2020-08/31/2020

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$406.26	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$142.19		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$145.09		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$116.07		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$2.91		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	$406.26	$406.26			100.000000%
Collected	$406.26				

Commissioners Court - Regular Session **22.**

Meeting Date: 09/29/2020

Term of Commissioners Court

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take any appropriate action designating Tuesdays of each month during Fiscal Year 2021 as the Regular Term or Regular Meeting day of the week of the Williamson County Commissioners Court and all other meetings or sessions of Commissioners Court being Special Terms or Special Meetings; with such meetings being held in the Williamson County Commissioners Courtroom on the second floor of Williamson County Courthouse, 710 Main Street, Georgetown, Texas (unless otherwise amended or provided by the Williamson County Commissioners Court) [Tex. Loc. Gov't Code § 81.005].

Background

Sec. 81.005. TERMS OF COURT, MEETINGS. (a) At the last regular term of each fiscal year of the county, the commissioners court by order shall designate a day of the week on which the court shall convene in a regular term each month during the next fiscal year. If the completion of the court's business does not require a monthly term, the court need not hold more than one term a quarter. A regular term may continue for one week but may be adjourned earlier if the court's business is completed.
(b) The county judge or three county commissioners may call a special term of the court. A special term may continue until the court's business is completed. A special term may be held at a meeting place located in the county and outside the county seat if:
(1) the commissioners court agrees to meet in that location; and
(2) the meeting place is in a building providing public access that can accommodate the number of persons expected to attend the meeting.
(c) Except as provided by Subsections (b) and (f) of this section, the term shall be held at:
(1) the county seat at the courthouse;
(2) an auxiliary courthouse, courthouse annex, or another building in the county acquired by the county under Chapter 292, 293, or 305 or another law, that houses county administration offices or county or district courts, located inside the municipal limits of the county seat;
(3) the regular meeting place of another political subdivision if:
(A) the commissioners court meets with the governing body of that political subdivision located wholly or partly within the county; and
(B) the regular meeting place of that political subdivision is in the county;
(4) a meeting place in the county in a building owned by another political subdivision located wholly or partly in the county if:
(A) the commissioners court meets with the governing body of that political subdivision;
(B) the places where the commissioners court and the governing body of the political subdivision regularly hold their meetings are not large enough to accommodate the number of persons expected to attend the meeting; and
(C) the meeting place in the building owned by the political subdivision is large enough to accommodate the expected number of persons; or
(5) a meeting place in the county in a building owned by the county if:
(A) the place where the commissioners court regularly holds its meetings is not large enough to accommodate the number of persons expected to attend the meeting; and
(B) the meeting place in the building owned by the county is large enough to accommodate the expected number of persons.

(d) At the first regular term of each calendar year, the commissioners court may select, on no less than seven days notice, a new site at which terms are to be held during that year pursuant to Subsection (c)(2).
(e) On initial enactment of this legislation the county commissioners court may select a new site pursuant to Subsection (c)(2) on seven days notice and passage at a regular meeting of commissioners court.
(f) If the commissioners court determines that in the interest of public safety the term should be held at a site other than the site selected under Subsection (d), the commissioners court may, after notice, hold a term at a different site as determined by the commissioners court.
(g) Any business of the commissioners court that is required by law to be conducted at a regular term may also be conducted at any meeting of the court held on a day on which the court routinely and periodically meets, regardless of whether the periodic interval is weekly, monthly, quarterly, annually, or some other interval.
(h) The commissioners court may designate a day of the week on which the court shall convene in a regular term each month other than the day of the week designated under Subsection (a).

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	08/25/2020 11:58 AM
Form Started By: Hal Hawes		Started On: 08/25/2020 09:43 AM
Final Approval Date: 08/25/2020		

Commissioners Court - Regular Session **23.**

Meeting Date: 09/29/2020

County Clerk

Submitted For: Nancy Rister **Submitted By:** Becky Pruitt, County Clerk

Department: County Clerk

Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action on the renewal of contract with the Texas State Library for the County Clerk for microfilm storage and creation for 2020-2021.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/09/2020 02:48 PM
County Judge Exec Asst.	Andrea Schiele	09/09/2020 05:04 PM
Form Started By: Becky Pruitt		Started On: 09/09/2020 12:07 PM
Final Approval Date: 09/09/2020		

Contract for Storage & Imaging Services for Fiscal Year 2021

Texas State Library and Archives Commission
State and Local Records Management

THE STATE OF TEXAS – COUNTY OF TRAVIS

SLRM Contract Number: 6-21-1246
WillCo Contract or Purchase Order Number: Not Provided

This Contract is entered into by and between the Texas State Library and Archives Commission, the Performing Agency, and Williamson County Clerk, the Receiving Agency, pursuant to the authority granted in, and in compliance with, the provisions of the Interagency Cooperation Act, Texas Government Code, Title 7, Chapter 771.

I. ADMINISTRATIVE CONTACT INFORMATION FOR CONTRACTING PARTIES

Receiving Agency

Name:	Williamson County Clerk
Agency Code:	1246.01
Contact Person:	Nancy Rister
Contact Phone:	(512) 943-1549
Contact Email:	nrister@wilco.org

Performing Agency

Name:	Texas State Library and Archives Commission
Agency Code:	306
TINS No:	33063063060013
Contact Person:	Dee Riley
Phone:	(512) 475-5151

II. STATEMENT OF SERVICES TO BE PERFORMED

The Performing Agency will perform records storage and imaging related services in levels not to exceed the total billable amounts in Section IV of this Contract. Billable fees for records storage and imaging related services will be assessed monthly based on actual services performed.

Information regarding the eligibility for storage and imaging, record preparation, transferring and transporting records, requesting or returning stored records, and the final disposition of stored records is available on the Performing Agency's website in the "Records Management" Section.

The Performing Agency certifies that it has authority to provide and invoice for these services as granted in Texas Government Code, Chapter 441, § 441.006, § 441.017, and § 441.182.

III. FEE SCHEDULE CALCULATION

All fees charged under this Contract are formulated on a cost recovery model reviewed by the Texas State Auditor's Office and the Texas Legislative Budget Board.

Reimbursable costs under this Contract will be calculated for Records Center Services in accordance with Texas Government Code as cited in Section II and as listed in attached Fee Schedules, effective September 1, 2020.

IV. CONTRACT AMOUNT

The maximum amount of this Contract is $98,400.00 and can only be increased or decreased by an executed addendum to this Contract. Of the total amount of this Contract, $8,400.00 of this amount is designated for storage services and $90,000.00 is designated for imaging services.

The total amount of this Contract is an estimate based on prior services provided by the Performing Agency for services requested by the Receiving Agency. It is the responsibility of both the Performing and Receiving Agencies to amend this Contract as the scope of services changes during the Contract term.

V. INVOICING FOR SERVICES

The Performing Agency will submit invoices to the Receiving Agency on a monthly basis and will provide support documentation for any change in the storage, circulation, and/or imaging charges incurred during the invoicing period. This documentation will be provided at no additional charge. Any additional reports requested by the Receiving Agency will be charged as "Other Services" and will be discussed and agreed upon by both parties prior to the start of the work.

Invoices will be submitted to the Receiving Agency as PDF files via email to the contact listed below. The Receiving Agency is responsible for informing the Performing Agency at ar@tsl.texas.gov if the billing email address changes or some other method of submission is necessary for the invoices.

The Receiving Agency's email address for receiving invoices is: nrister@wilco.org.

Questions concerning billing and accounting transactions related to this Contract should be directed to the attention of:

Texas State Library and Archives Commission
State and Local Records Management
Email: ar@tsl.texas.gov

VI. PAYMENT FOR SERVICES

Payment for services performed under this Contract will be processed monthly in accordance with the Interagency Cooperation Act, Texas Government Code, Chapter 771, § 771.008.

If the Receiving Agency is paying other than via an Interagency Transaction Voucher processed through the Texas Comptroller's Uniform Statewide Accounting System (USAS), the Receiving Agency will remit payment to the following address:

Texas State Library and Archives Commission
Accounts Receivable
Box 12516
Austin, TX 78711-2516

VII. CANCELLATION OF CONTRACT

This Contract may be canceled by either party provided the following conditions are met. To terminate this Contract, either party must submit a written notice of intent to terminate the contract to the other party at the address listed in Section I of this Contract at least 30 days prior to the intended termination date. The termination notice must reference the State and Local Records Management (SLRM) Contract Number and must be dated and signed by the agency head or the authorized records management officer. The date of actual Contract termination must be mutually agreed to in writing by both parties to allow for the appropriate and efficient disposition of all records in storage or micro-conversion in process at the time of cancellation notice. Payment for storage services performed will be the responsibility of the Receiving Agency until all records are removed from storage, and payment for imaging services will be due for all imaging services performed prior to the agreed termination date. All fees will be calculated as outlined in the attached fee schedules.

VIII. TERM OF CONTRACT

This Contract begins September 1, 2020 and terminates on August 31, 2021.

The undersigned parties bind themselves to the faithful performance of this Contract and herby certify that (1) the services specified are necessary and essential and are properly within the statutory functions and programs of the affected agencies of state government; (2) the proposed arrangements serve the interest of efficient and economical administration of those agencies; (3) the services, supplies or materials contracted for are not required to be supplied under contract to the lowest responsible bidder, and (4) the contract neither requires, nor permits, either party to exceed its duties and responsibilities or the limitations of its appropriated funds. It is mutually understood that this Contract will not become effective until signed by both parties below.

RECEIVING AGENCY
Williamson County Clerk

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

PERFORMING AGENCY
Texas State Library and Archives Commission

By: _____
Donna Osborne
Chief Operations and Fiscal Officer

Date: _____

By: _____
Sarah Swanson
General Counsel

Date: _____

By: _____
Craig Kelso
Division Director - SLRM

Date: _____

GENERAL INSTRUCTIONS

An electronic copy of this entire document, including any attachments, addenda, and/or exhibits must be submitted to the Receiving Agency for approval. The Receiving Agency must sign and return an electronic copy to: ar@tsl.texas.gov

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
IMAGING DIGITAL SERVICES
FEE SCHEDULE (FY 2021)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at 4400 Shoal Creek Boulevard in Austin, Texas.

Standard Capture (NIGP CODE)	**Imaging up to 8.5x14**		
1. B & W 200 DPI (920-30-01)		Per Image	$ 0.030
2. B & W 300 DPI (920-30-02)		Per Image	$ 0.032
3. B & W 400 DPI (920-30-03)		Per Image	$ 0.035
4. B & W 600 DPI (920-30-04)		Per Image	$ 0.040
5. Color 300 DPI (920-30-05)		Per Image	$ 0.040
6. Color 400 DPI (920-30-06)		Per Image	$ 0.045
7. Color 600 DPI (920-30-07)		Per Image	$ 0.050
Large Format Image Capture	**Imaging up to 48 inches wide**		
8. 200 DPI (920-30-08)		Per Image	$ 0.900
9. 300-600 DPI (920-30-09)		Per Image	$ 1.000
Transparency Media Capture			Not Available
Image Processing	**OCR/Searchable PDF**		
10. 200 DPI (920-30-10)		Per Image	$ 0.030
11. 300 DPI (920-30-11)		Per Image	$ 0.030
12. 400 DPI (920-30-12)		Per Image	$ 0.030
13. 600 DPI (920-30-13)		Per Image	$ 0.040
Microform Conversion			
14. Microfilm to Digital (920-30-14)		Per Image	$ 0.10
15. Microfiche to Digital (920-30-15)		Per Image	$ 0.12
Index Field - Type 1	**Automated Process**	Per Document	
16. 15 Characters (958-82-18)		Per Field	$ 0.030
17. 16-30 Characters (958-82-19)		Per Field	$ 0.030
18. 31-45 Characters (958-82-20)		Per Field	$ 0.030
19. 46-225 Characters (958-82-21)		Per Field	$ 0.030
Index Field 2 - Type 2	**Manual capture within doc**		
20. 15 Characters (958-82-22)		Per Field	$ 0.045
21. 16-30 Characters (958-82-23)		Per Field	$ 0.055
22. 31-45 Characters (958-82-24)		Per Field	$ 0.075
23. 46-100 Characters (958-82-25)		Per Field	$ 0.110
24. 101-255 Characters (958-82-26)		Per Field	$ 0.160
Special Document Handling			
25. Storage in Climate-Controlled Center While Imaging (962-95-10)		Per Day	No Charge
Capture From Special Formats			
26. Photographic Prints (920-30-16)		Per Image	Contact Imaging
27. Photographic Negatives (920-30-17)		Per Image	Not Available
28. Newspaper (920-30-18)		Per Image	Contact Imaging

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
IMAGING DIGITAL SERVICES
FEE SCHEDULE (FY 2021)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at 4400 Shoal Creek Boulevard in Austin, Texas.

29. X-Rays (920-30-19)		Per Image	Not Available
30. Manuscripts (920-30-20)		Per Image	Contact Imaging
31. Drawings (920-30-21)		Per Image	Contact Imaging
32. Bound Books (920-30-22)		Per Image	Contact Imaging
Enhancing Images			
33. Simple Enhancements (920-30-23)		Per Image	$ 0.020
34. Major Enhancements (920-30-24)		Per Image	$ 0.040
Delivery Media By Storage Type			
35. USB/Portable Hard Drive (Kept by customer) (920-34-01)		Per Drive	At Cost
36. USB/Portable Hard Drive (Returned at end of project) (920-34-01)		Per Drive	No Charge
37. Media By Data Exchange (920-34-01)		Per Gigabyte	No Charge
38. Imaging Repository Hosting/Repository Maintenance (920-34-01)			Not Available
Personnel			
39. Document Preparation (958-82-13)		Per Hour	$ 40.000
40. Re-Preparation Services (958-52-18)		Per Hour	$ 40.000
41. Project Manager/Project Planning (958-82-19)			No Charge
Transportation			
42. Pickup/Delivery (958-82-06)	Inside Austin City Limits	Per Trip	$ 11.000
43. Pickup/Delivery (958-82-09)	Outside Austin City Limits	Per Mile	$ 1.250
44. Postage and Handling (915-58-01)		Per Shipment	At Cost
Destruction			
45. Paper (958-82-02)		Per Box	$ 2.750
46. Microforms (958-82-02)		Per Reel/Set of Fiche	$ 2.750

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
IMAGING DIGITAL SERVICES
FEE SCHEDULE (FY 2021)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at 4400 Shoal Creek Boulevard in Austin, Texas.

Other Services		
47. Special Projects (920-30-25)	Per Project	Contact Imaging
48. Minimum Order (920-30-26)	Per Project	$150.000
49. Scan on demand (digital scan/transmission of documents/microfilm/microfiche) (958-82-10) *Note; circulation and research fees also applied for pull and refile (See Records Storage Services Fee Schedule Items 15 and 26).*	Per Page/Per Frame	$0.20
Location of Scanning - At SRC only		
Storage /Circulation of Source Material after Imaging		See Storage Fee

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
IMAGING DIGITAL SERVICES
FEE SCHEDULE (FY 2021)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at 4400 Shoal Creek Boulevard in Austin, Texas.

The Imaging Services Unit of the State Records Center offers digital imaging services to state agencies and local governments.

1-7. Standard Capture: These are rates related to rotary scanned images at various grades of DPI. If the documents can be fed through a rotary scanner, these rates apply.

8-9. Large Format Image Capture: This rate applies for documents that cannot be fed through a rotary scanner. Examples may include oversized (greater than 8.5x14) maps or building plans and fragile or damaged documents that may not pass through the rotary scanner without incurring damage.

10-13. Image Processing (OCR/Searchable PDF): This rate applies when the produced images must be made searchable, through Optical Character Recognition (OCR). This technology is not exact and should not be relied on for full searching of the text.

14. Microfilm Conversion: For the conversion of microfilm from either 16 or 35mm reel film to a digital format.

15. Microfiche Conversion: For the conversion of Microfiche (Sheet film) to a digital format.

16-19. Automated Index Fields: Indexes (titles) autogenerated by the system or scanner (No data entry required).

20. Manual Index Field, up to 15 Characters: No more than 15 characters data entered by TSLAC's Imaging staff per field.

21. Manual Index Field, 16-30 Characters: Between 16 and 30 characters per field, data entered by TSLAC's Imaging staff.

22. Manual Index Field, 31-45 Characters: Between 31 and 45 characters per field, data entered by TSLAC's Imaging staff.

23. Manual Index Field, 46-100 Characters: Between 46 and 100 characters per field, data entered by TSLAC's Imaging staff.

24. Manual Index Field, 101-255 Characters: From 101 and the maximum allowable character count of 255 per field, data entered by TSLAC's Imaging staff.

25. Storage in Climate-Controlled Center While Imaging: For projects originally created as imaging production projects and not for storage in the State Records Center. While media is with TSLAC waiting to be imaged, there is no charge for the storage of the material. Delivery/Pickup charges still apply, see items 42-44.

26-32. Capture from Special Formats: For physical media that is not on standard paper stock or paper that is larger than 48 inches wide, please contact the TSLAC Imaging Unit to discuss your needs to determine if TSLAC can assist you. Items listed in the section are examples of the most common requests received to image and is not intended to represent the only types of media TSLAC will consider. Please contact Imaging Services for additional information.

33. Image Enhancement, Simple Enhancements: This rate includes alterations made to an image by an imaging operator to adjust: Bit Depth, Resolution, Tonal Dynamic Range, Contrast and Color Space. It is also applied for re-centering, skewing, adjusting borders and any image or document editing done after the image is created. Simple Enhancements are when three or less of the various techniques are required and can be done in a single pass of the document to create the final image.

34. Image Enhancement, Major Enhancement: This rate includes alterations made to an image by an imaging operator to adjust: Bit Depth, Resolution, Tonal Dynamic Range, Contrast and Color Space. It is also applied for re-centering, skewing, adjusting borders and any image or document editing done after the image is created. Major Enhancements are when three or more techniques are applied or multiple passes of three or less techniques are required to create the final image.

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
IMAGING DIGITAL SERVICES
FEE SCHEDULE (FY 2021)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at 4400 Shoal Creek Boulevard in Austin, Texas.

35. USB/Hard Drive: The imaging supervisor will bill the customer for the USB/Hard Drive purchased by TSLAC, assuming the drive(s) is not going to be returned to the State Records Center.
36. USB/Hard Drive: Media is exchanged via a removable drive(s), but the drive(s) is returned to the SRC.
37. Media By Data Exchange – The State Records Center has an application for secure, electronic transmission of large files to or from agency customers. The application does not require customers purchase software to access their material. Or if the customer prefers to use their own secure FTP site that can be arranged. Data exchange method should be established during setup of the project.
38. Imaging Repository Hosting/Repository Maintenance: All images will be returned to the agency prior to being deleted from TSLAC's servers.
39. Document Preparation: Document preparation involves repairing and arranging documents in the proper order, purging documents not requiring filming, removing fasteners, stamping/coding, inserting targets, etc. Charges calculated in 15-minute increments with a minimum charge of $10.00
40. Re-preparation Services: Returning documents to their original state – i.e. re-stapling, clipping and/or binding, re-foldering – of the documents to return them to their pre-imaged condition.
41. Project Manager/Project Planning – No additional charges are accessed for reviewing details of imaging project with the customer, working with the customer to develop and finalize their Statement of Work for the project. Creating price quotes, time estimates and other general project formalization from the contracting phase through the final delivery of images.
42. Regular Deliveries/Pickups (in City of Austin): Records requested will be delivered typically within one business day or customer can schedule one trip per week. Fee is assessed each way for each stop (individual, department, floor, building, etc.).
43. Delivery Mileage Charge (outside City of Austin): Applies to actual mileage for pickups or deliveries outside the City of Austin city limits. This is in addition to the Regular or Expedited delivery/pickup charges.
44. Postage and Handling: Actual charges will be added for postage and handling to return Source documents and reels to the customer. Customer can request special services such as Delivery Confirmation.
45. Paper Disposition – Mark for disposition, verify vs. manifest, add to pallets, wrap and weigh pallets and send to state shred vendor.
46. Microform Disposition - Mark for disposition, verify vs. manifest, add to secure shred bins, wrap and weight bins and send to state shred vendor.
47. Special Projects: Other services are available and will be discussed with customers and estimates quoted before beginning work. Other services might include damaged/delicate record digitization, large scale indexing initiatives, and/or scanning stored records on demand.
48. Minimum Order of Digital Imaging Services: of $150.00 will be charged at the end of each month for any customer that has a total film service cost of less than that amount.
49. Scan on Demand: Applies to a per page or per frame of microforms fee for the State Records Center to scan a document and digitally transmit that document to the customer via email. NOTE: Circulation and research charges also apply to the scan on demand service. (See Records Storage Services fee schedule Items 15 and 26).

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at 4400 Shoal Creek Boulevard in Austin, Texas.

Definitions

The following words and terms, when used in these sections, have the following meanings, unless the context clearly indicates otherwise. Terms not defined in these sections have the meanings defined in the Government Code, § 441.031-441.039 and § 441.051-441.062 for state agencies and state universities. For local governments, terms not defined in these sections have the meaning defined in the Local Government Code Chapters 201-205.

Agency: A state executive, judicial, or legislative department, institution, board, or commission, including an eleemosynary institution.

Customer: Includes state agencies and units of local government.

Local Government: A county, including all district and precinct offices of a county, municipality, public school district, appraisal district, or any other special-purpose district or authority.

Index: An index is a list of data, such as group of files or database entries. It is typically saved in a plain text format that can be quickly scanned by a search algorithm.

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
RECORDS STORAGE SERVICES
FEE SCHEDULE (FY 2021)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at 4400 Shoal Creek Boulevard in Austin, Texas.

RECORDS STORAGE SERVICES (NIGP CODE)	Unit	Fee
1. Records Center Stack Storage (962-95-01)	Cubic Ft (CF)*	$ 0.20
2. Oversize Documents (962-95-02)	Call for quote	
3. Map Storage (962-95-03)	Call for quote	
4. Microfilm storage – 16 mm roll (962-95-04)	Each	$ 0.07
5. Microfilm storage – 35 mm roll (962-95-05)	Each	$ 0.14
6. Microfiche storage (962-95-06)	Per sheet	$ 0.0015
7. Microfilm storage – Quarantine 16 mm roll (962-95-07)	Each	$0.21
8. Microfilm storage – Quarantine 35 mm roll (962-95-08)	Each	$0.42
9. Microfilm storage – Quarantine Microfiche (962-95-09)	Each	$0.0045
10. Disaster Recovery – storage (990-28-01)	CF	$ 3.50
11. Disaster Recovery – circulation (990-28-02)	CF	$ 5.00

Monthly Fees are assessed on the total volume of cubic feet of hard copy or microforms stored at any point during a month.

NOTE: $0.20 per cubic foot equals $0.24 per standard record storage box.

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
RECORDS STORAGE SERVICES
FEE SCHEDULE (FY 2021)

ACTIVITIES SERVICES	Unit	Fee
12. Accessions (958-82-01)	Each	$ 1.10
13. Disposal and destruction (958-82-02)	Each	$ 2.75
14. Permanent Withdrawal (958-82-03)	Each	$ 2.75
15. Circulation (958-82-04)	Each	$ 1.75
16. Rush Circulation (958-82-05)	Each	$ 3.50
17. Regular Deliveries/Pickups (in City of Austin) (958-82-06)	Each	$11.00
18. Rush Deliveries/Pickups (in City of Austin) (958-82-07)	Each	$22.00
19. Special Deliveries /Pickups surcharge (in City of Austin) (958-82-07)	Each*	$ 0.50
20. Delivery mileage charge (outside City of Austin) (958-82-09)	Per mile	$ 1.25
21. Scan on demand (digital scan/transmission of documents/microfilm/microfiche) (958-82-10) *Note: circulation and research fees also applied for pull and refile (Items 15 and 26)*	Per page/Per frame	$ 0.20
22. Scan on demand oversize documents (digital scan/transmission of documents) (958-82-11) *Note: circulation and research fees also applied for pull and refile (Items 15 and 26)*	Per page	$1.00

**Applied only when additional staff time is needed to remove from a location or place in location 30 or more items while at an agency.*

OTHER SERVICES	Unit	Fee
23. Data entry – per line (958-82-12)	Per line	$ 0.50
24. Relabel – box or file (958-82-17)	Each	$2.00
25. Document Preparation (if required for scan on demand) (958-82-13)	Per hour*	$40.00
26. Research – box, file, microform assistance (958-82-14)	Per hour*	$40.00
27. Special reports – research and generation (958-82-15)	Per hour*	$40.00
28. Minimum monthly charge (958-82-16)	Each	$15.00

**Charged in 15-minute increments.*

Records Storage Service Descriptions

1. Records Center Stack Storage: The monthly fee is $0.20 per cubic foot. The industry standard is to assess a standard record storage box with the lid at 1.2 cubic feet each; this is equal to $0.24 per month. Storage of containers other than the standard container includes either 36 or 48" roll plan (RP36, RP48).

2. Oversize Documents: If documents are too large or too fragile to be housed in roll plan boxes, please contact the Records Center Manager to discuss alternatives. Charges will be based on the amount of space taken up on shelves. Arrangements for other types of storage and pricing will be taken on a case-by-case basis.

3. Map Storage: Oversized maps that can be stored on shelves, map cabinets, or oversized flat boxes will be accepted on a case-by –case basis as room is available. Pricing will vary based on the amount of floor space or shelf space taken up by the maps. Please contact the State Records Center Manager for additional information.

4-6. Microform Storage: Reels and Microfiche are stored in one of the microfilm vaults at the State Records Center. The rate of $0.07 is for a 16mm reel, that fee is doubled for 35mm. The cost of storing each sheet of microfiche is $0.0015.

7. Microfilm Storage – Quarantine 16 mm roll: Film that is identified as having oxidation, vinegar syndrome, or other degradation issues will be removed from storage. Film will be segregated into a vault designated for quarantined film. The owner of the film will have the option of duplicating the film or leaving the film in quarantine vault. 16 mm microfilm stored in this area will be charged a rate of $0.21 per roll, per month.

8. Microfilm Storage – Quarantine 35 mm roll: Film that is identified as having oxidation, vinegar syndrome, or other degradation issues will be removed from storage. Film will be segregated into a vault designated for quarantined film. The owner of the film will have the option of duplicating the film or leaving the film in quarantine vault. 35 mm microfilm stored in this area will be charged a rate of $0.42 per roll, per month.

9. Microfilm Storage – Quarantine Microfiche: Film that is identified as having oxidation, vinegar syndrome, or other degradation issues will be removed from storage. Film will be segregated into a vault designated for quarantined film. The owner of the film will have the option of duplicating the film or leaving the film in quarantine vault. Microfiche stored in this area will be charged a rate of $0.0045 per sheet, per month.

10. Disaster Recovery Vault Storage: The fee is assessed for the total volume of cubic feet stored in the disaster recovery vault that is not processed into and/or out of disaster recovery vault storage during each month, but remains in storage for the entire month.

11. Disaster Recovery Vault Circulation Services: The fee is assessed for the total volume of cubic feet processed into and/or out of the disaster recovery vault storage during each month, and includes such processing for records that are stored for less than one month.

12. Accession Services: The fee is assessed for accessioning items for storage including these activities: receive request to store; create new items in tracking software; assign locations; generate and print labels; affix labels; and add to shelves.
The charge is per item (box, reel, etc.).

13. Disposal and Destruction Services: The fee is assessed for removing items from storage including these activities: verify request against retention schedule; staff pull from shelves; staff verify boxes pulled; palletize; shrink wrap; staff present at vendor pick up for secure destruction; and staff mark items as destroyed in tracking software. The charge is per item (box, reel, etc.).

14. Permanent Withdrawal Services: The fee is assessed for permanent withdrawal of items from storage including these activities: pull from shelf; send to customer; and mark items as permanently returned to customer in tracking software. Includes items transferred from agency to agency or to transfer ownership to the State Archives. The charge is per item (box, reel, etc.).

15.1 Circulation Services: The fee is assessed for circulating items to/from storage including these activities: process request from customer to borrow or return borrowed items - stored box, file folder from box, or microfilm/microfiche; generate paper request; pull from/return to shelf; send to customer; and mark item in/out in tracking software. The charge is per item (box, file, reel, etc.) each time the item is handled.

15.2 Microfiche Circulation: Microfiche circulation will be calculated either by batch pull (pulling one set = 1 pull fee) or by individual fiche within a set if the request is for anything other than a full batch (e.g. 5 single fiche pulled from on large set or several different sets = 5 pull fees).

16. Rush Circulation Services: The fee is assessed for circulating items from storage that are requested to be retrieved prior to the next standard delivery/pick up cycle. These activities include: process request from customer to borrow items - stored box, file folder from box, or microfilm/microfiche; generate paper request; pull from a shelf; stage at records center for pick up by customer or send to customer; and mark item out in tracking software. The charge is per item (box, file, reel, etc.) each time the item is handled. In addition to the Rush circulation charge, if the item(s) is to be delivered to the customer the Rush Delivery charge will be applied as well (Item 18).

17. Regular Deliveries/pickups (in City of Austin): Records requested will typically be delivered within one business day or customer can schedule one trip per week. Fee is assessed each way for each stop (individual, department, floor, building, etc.).

18. Rush Deliveries/Pickups (in City of Austin): Applies to RUSH requests that were retrieved and delivered prior to the next standard delivery/pick up cycle. In addition, a Rush Circulation Service fee is also applied for Rush requests (Item 16).

19. Special Deliveries/Pickups surcharge (in City of Austin): This fee is added to each item over 30 items that requires additional time of State Records Center staff at the pickup/delivery site because items are not staged properly in a dock or prior agreed upon staging area. Some examples of when the surcharge would be applied are: when SRC staff are required to remove boxes from shelves; boxes or files are scattered across a facility requiring staff to wait to have items brought to them or go to multiple locations to pick up; boxes are stacked out of order; when returning boxes staff are requested to place boxes on a shelving unit or to stack boxes in anyway other than how they are on the carts.

20. Delivery Mileage Charge (outside City of Austin): Applies to actual mileage for pickups or deliveries outside the City of Austin city limits. This is in addition to the Regular or Expedited delivery/pickup charges.

21. Scan on Demand: Applies to a per page or per frame of microforms fee for the State Records Center to scan a document and digitally transmit that document to the customer via email. NOTE: Circulation and research charges also apply to the scan on demand service. (Items 15 and 26).

22. Scan on Demand oversize documents: Applies to a per page fee for the State Records Center to scan a document and digitally transmit that document to the customer via email. Circulation and research charges also apply to the scan on demand service. (Items 15 and 26).

23. Data Entry: The State Records Center has implemented a new automated inventory system that allows customers access to the system from their office. As a service to our customers the SRC will continue to data enter accession information or accept email and phone requests for circulation of items and then enter those requests into the system for a charge of $0.50 per line. If customers choose to do their own data entry, the charge will be waived. Creation of labels will not incur a charge.

24. Relabel: When boxes or files at the state records center are mislabeled and the owning agency requests new labels for their boxes or files. Examples of mislabeling might include misspelling names, mismatched alpha numeric codes, or removing PII from labels. This fee will not be assessed for damaged barcodes that are reprinted using the same information that was on the damaged barcode or for boxes transferred from one agency to another agency.

25. Document Preparation (if required for scan on demand): Document preparation involves repairing and arranging documents in the proper order, removing fasteners, stamping/coding, etc. Charges calculated in 15-minute increments with a minimum charge of $10.00.

26. Research – box, file, microform assistance: hourly charge of $40.00 per hour to research box contents on customer's behalf; to search multiple boxes for particular files; to find individual images on reels of microfilm or sheets of microfiche to fulfill a scan on demand request. Charges calculated in 15-minute increments with a minimum charge of $10.00.

27. Special reports – research and generation: hourly charge of $40.00 per hour to research and create custom reports for customers. Standard reports can be generated by customers through the records tracking system for free. Charges calculated in 15-minute increments with a minimum charge of $10.00.

28. Monthly Minimum Storage Fee: A minimum monthly storage fee of $15.00 will be charged at the end of each month for any customer that has a total storage cost of less than that amount.

Other Services: Other services are available and will be discussed with customers and estimates quoted before beginning work. Other services could include hourly charges to re-box materials if received in poor condition (including per box charge for new boxes); and storage of oversized and/or odd shaped records that will not fit in a standard records center box. Please call for quote.

Definitions

The following words and terms, when used in these sections, have the following meanings, unless the context clearly indicates otherwise. Terms not defined in these sections have the meanings defined in the Government Code, § 441.031-441.039 and § 441.051-441.062 for state agencies and state universities. For local governments, terms not defined in these sections have the meaning defined in the Local Government Code Chapters 201-205.

Agency: A state executive, judicial, or legislative department, institution, board, or commission, including an eleemosynary institution.

Cubic Foot (CF): The industry standard is to assess a standard record storage box with the lid at 1.2 cubic feet.

Customer: Includes state agencies and units of local government.

Disaster recovery services: The temporary off-site storage and regular rotation of a security backup copy of records for the purpose of recovering information in the event of a disaster.

Local Government: A county, including all district and precinct offices of a county, municipality, public school district, appraisal district, or any other special-purpose district or authority.

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
IMAGING MICROFILM SERVICES
FEE SCHEDULE (FY 2021)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at 4400 Shoal Creek Boulevard in Austin, Texas.

MICROFILMING IMAGING AND DUPLICATING SERVICES	Unit	Fee
1. Frames Filmed (Rotary Camera/16 mm) (915-68-01)	Per Frame	$ 0.07
2. Frames Filmed (Digital Archive/16 mm) (915-68-01)	Per Frame	$ 0.07
3. Frames Filmed (Digital Archive/35mm) (915-68-02)	Per Frame	$0.17
4. Original Reels Processed (5 Mil) (915-68-03)	Each	$18.50
5. Original Reels Processed (2.5 Mil) (915-68-04)	Each	$24.00
6. Original Reels Processed (35 mm) (915-68-05)	Each	$18.50
7. Reels Duplicated Silver (2.5 Mil – 16 mm) (915-68-06)	Each	$35.00
8. Reels Duplicated Silver (35 mm Direct) (915-68-07)	Each	$40.50
9. Reels Duplicated Silver (35 mm Print) (915-68-08)	Each	$40.50
10. Reels Duplicated Silver (5 Mil) (915-68-09)	Each	$29.50
11. Reels Duplicated Diazo (2.5 Mil – 16 mm) (915-68-10)	Each	$26.25
12. Reels Duplicated Diazo (5 Mil – 35 mm) (915-68-11)	Each	$31.50
13. Reels Duplicated Diazo (5 Mil – 16 mm) (915-68-12)	Each	$26.50
14. Jackets Loaded (915-68-13)	Each	$2.50
15. Jackets Duplicated Diazo (915-68-14)	Each	$2.00
16. Magazine Loaded (915-68-15)	Each	$3.00
17. Document Preparation (958-82-13)	Per hour*	$40.00
18. Postage (915-58-01)	Each	actual cost
19. Regular Deliveries/Pickups (in City of Austin) (958-85-06)	Each	$11.00
20. Expedited Deliveries/Pickups (in City of Austin) (958-82-07)	Each	$22.00
21. Delivery mileage charge (outside City of Austin) (958-82-09)	Per Mile	$ 1.25
22. Minimum order for filming services (915-68-16)	Each	$150.00
23. Scan on demand (digital scan/transmission of documents/microfilm/microfiche) (958-82-10) *Note: circulation and research fees also applied for pull and refile (See Items 15 and 26 on Records Storage Services Fee Schedule)*	Per page/per frame	$0.20

Microfilming, Imaging and Duplicating Services Descriptions

The Imaging Services Unit of the State Library and Archives Commission's Records Management Division (RMD), offers some microfilm imaging services to state agencies and local governments. All microfilm produced by the unit meets the requirements found in the *Microfilming Standards and Procedures* for state agencies and local governments.

1. Source Document Microfilming: Imaging Services films documents on rotary cameras using 16mm film. The charges include film processing; quality control editing according to client requirements; methylene blue testing; proper targeting and certification; density and resolution readings; and computer-generated container labels and transmittal Information that provide the records series title, roll number, and beginning and ending contents of each roll.

2-3. Digital Archiving Services: Digital archiving converts digital images to archival microfilm for permanent storage and vital/essential record protection in the case of disaster (including technology obsolescence). Input file formats can vary, and the agency should contact Imaging Services prior to beginning project to discuss options. Files can be sent to the Texas State Library using CD-ROMs, a portable hard drive, or through a secure SFTP site. Output format is archival 16mm or 35 mm silver halide microfilm. The charges include film processing; quality control editing according to client requirements; methylene blue testing; proper targeting and certification; density and resolution readings; and computer-generated container labels as well as transmittal information that provide the records series title, roll number, and beginning and ending contents of each roll.

4-6. Original Reels Processed: For reels of film produced by agencies and sent to Imaging Services for processing. The charges include film processing; quality control editing according to client requirements; methylene blue testing; proper targeting and certification; density and resolution readings; and computer-generated container labels.

7-13. Reels Duplicated: A secondary silver film or diazo copy for agency use or distribution. The charges include quality control editing according to client requirements.

14. Jackets Loaded: Jacket services include cutting film, loading film into jacket sleeves or channels, adding to the jacket and manually labeling each jacket.

15. Jackets Duplicated: Microfiche diazo copy of jacket.

16. Magazine Loaded: Charges for services to load a roll of microfilm into a magazine/cartridge and add a leader or remove a roll from a magazine/cartridge. The magazine/cartridge of the customer's choice will be provided at cost to the customer as well. The $3 is for loading/unloading and adding a leader only.

17. Document Preparation: Document preparation involves repairing and arranging documents in the proper order, purging documents not requiring filming, removing fasteners, stamping/coding, inserting targets, etc. *Charges calculated in 15 minute increments with a minimum charge of $10.00.

18. Postage and Handling: Actual charges will be added for postage and handling to return Source documents and reels to the customer. Customer can request special services such as Delivery Confirmation.

19. Regular Deliveries/Pickups (in City of Austin): Records requested will be delivered typically within one business day or customer can schedule one trip per week. Fee is assessed each way for each stop (individual, department, floor, building, etc.).

20. Expedited Deliveries/Pickups (in City of Austin): Applies to same-day RUSH requests.

21. Delivery Mileage Charge (outside City of Austin): Applies to actual mileage for pickups or deliveries outside the City of Austin city limits. This is in addition to the Regular or Expedited delivery/pickup charges.

22. Minimum Order of Filming Services: of $150.00 will be charged at the end of each month for any customer that has a total film service cost of less than that amount.

23. Scan on Demand: Applies to a per page or per frame of microforms fee for the State Records Center to scan a document and digitally transmit that document to the customer via email. NOTE: Circulation and research charges also apply to the scan on demand service. (See Records Storage Services fee schedule Items 15 and 26).

Other Services: Other services are available and will be discussed with customers and estimates quoted before beginning work. Other services could include hourly charges to research microform contents on customer's behalf; to search multiple reels for particular images; to re-box customer's materials if received in poor condition, or not in acid free containers (including per box charge for new boxes); and hourly rates charged for custom reports (standard reports will be available at no charge). Please call for quote.

Definitions

The following words and terms, when used in these sections, have the following meanings, unless the context clearly indicates otherwise. Terms not defined in these sections have the meanings defined in the Government Code, § 441.031-441.039 and § 441.051-441.062 for state agencies and state universities. For local governments, terms not defined in these sections have the meaning defined in the Local Government Code Chapters 201-205.

Agency: A state executive, judicial, or legislative department, institution, board, or commission, including an eleemosynary institution.

Customer: Includes state agencies and units of local government.

Local Government: A county, including all district and precinct offices of a county, municipality, public school district, appraisal district, or any other special-purpose district or authority.

Microfilm: Roll microfilm, microfiche, computer output microfilm (COM), and all other formats produced by and method of microphotography or other means of miniaturization on film.

Commissioners Court - Regular Session **24.**

Meeting Date: 09/29/2020

Second Addendum for Traumtic Event Response Sheriff's Office

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Second Amendment to Professional Service Agreement for Training and Traumatic Event Response for the Sheriff's Office, with Tania Glenn, originally approved on 06/13/2017, aligning agreement with the FY2021 approved budget of $35,000 and authorizing the execution of the amendment.

Background

This addendum addresses the portion paid out of the General Fund 01.0100.0560.004100. Remaining CARES budget available through December 2020 is $44,330. Contact for this addendum is Julie Kiley.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tania Glenn SO Addendum 2

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/24/2020 08:34 AM
County Judge Exec Asst.	Andrea Schiele	09/24/2020 08:39 AM
Form Started By: Kerstin Hancock		Started On: 09/15/2020 08:38 AM
Final Approval Date: 09/24/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SECOND
COUNTY ADDENDUM FOR
PROFESSIONAL SERVICE AGREEMENT
FOR TRAINING AND TRAUMATIC EVENT RESPONSE
FOR THE
WILLIAMSON COUNTY SHERIFF'S OFFICE
(Dr. Tania Glenn, PsyD, LCSW, CTS)

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 TO PROFESSIONAL SERVICE AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Tania Glenn, PsyD, LCSW, CTS** (hereinafter "Provider") acting by and through Tania Glenn & Associates, PA. County agrees to engage Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

A. Original Agreement signed by Provider on June 2, 2017, including attached exhibits; and
B. This Williamson County Addendum.

II.

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

III.

Cost and Payment: This amendment will change the compensation cap set forth in the original agreement (under paragraph III) from twenty-five thousand dollars ($25,000) to thirty-**fi**~~**vefty**~~ **thousand dollars ($350,000)** during any term of this Agreement derived from *county* funds during any term of this Agreement which may be supplemented by any available CARES Act funds to the extent available during this fiscal year.

IV.

In all other respects, the Agreement is reaffirmed.

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:

_____
Authorized Signature
Date: _____, 2020

Provider:

Authorized Signature
Date: Sept. 14, 2020

Commissioners Court - Regular Session **25.**

Meeting Date: 09/29/2020

Second Addendum for Traumtic Event Response EMS

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Second Amendment to Professional Service Agreement for Training and Traumatic Event Response for Emergency Services, with Tania Glenn, originally approved on 10/15/2019, aligning agreement with the FY2021 approved budget of $45,000 and authorizing the execution of the amendment.

Background

This addendum addresses the portion paid out of the General Fund 01.0100.0583.004100. Remaining CARES budget available through December 2020 is $44,330. Contact for this addendum is Julie Kiley.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tania Glenn EMS Addendum 2

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/24/2020 08:35 AM
County Judge Exec Asst.	Andrea Schiele	09/24/2020 08:40 AM
Form Started By: Kerstin Hancock		Started On: 09/15/2020 09:42 AM
Final Approval Date: 09/24/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SECOND
COUNTY ADDENDUM FOR
PROFESSIONAL SERVICE AGREEMENT
FOR TRAINING AND TRAUMATIC EVENT RESPONSE
FOR
WILLIAMSON COUNTY EMERGENCY SERVICES
(Dr. Tania Glenn, PsyD, LCSW, CTS)

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 TO PROFESSIONAL SERVICE AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Tania Glenn, PsyD, LCSW, CTS** (hereinafter "Provider") acting by and through Tania Glenn & Associates, PA. County agrees to engage Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

A. Original Agreement signed by Provider on October 9, 2019, including attached exhibits; and
B. This Williamson County Addendum.

II.

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

III.

Cost and Payment: This amendment will change the compensation cap set forth in the original agreement (under paragraph III) from twenty-five thousand dollars ($25,000) to **fourty-five~~ifty~~ thousand dollars ($~~50~~45,000)** derived from *county* funds during any term of this Agreement which may be supplemented by any available CARES Act funds to the extent available during this fiscal year.

IV.

In all other respects, the Agreement is reaffirmed.

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:

_____
Authorized Signature
Date: _____, 2020

Provider:

Authorized Signature
Date: Sept. 14, 2020

Commissioners Court - Regular Session **26.**

Meeting Date: 09/29/2020

Rely Information Systems

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

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

Background

Rely Information Systems, LLC will provide consulting services, as requested, for general DBA patch and upgrade assistance for the term of November 1, 2020 through October 31, 2020. The funding source in the FY21 budget is under Professional Services, 01.0100.0503.004100. The department point of contact is Minnie Beteille.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Consulting Services Agreement with Rely Information Systems

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/24/2020 08:37 AM
County Judge Exec Asst.	Andrea Schiele	09/24/2020 08:41 AM
Form Started By: Dianne West		Started On: 09/17/2020 01:57 PM
Final Approval Date: 09/24/2020		

CONSULTING SERVICES AGREEMENT

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

1. Consulting Services

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

2. Term and Termination

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

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

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

3. Payment and Taxes

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

Unless specified otherwise in the SOW, Consultant will invoice County semi-monthly for Services. County's payment of the Services and Deliverables shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Consultant of the discrepancy. Following County's notification of any discrepancy as to an invoice, Consultant must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

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

4. Ownership and License

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

5. Confidential Information

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

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

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

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

6. Relationship between the Parties

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

7. Warranties

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

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

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

8. Indemnification

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

9. Limitation of Liability

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

10. Change Requests

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

All Change Requests shall be subject to the following terms:

i. Disputes regarding Change Requests shall be handled pursuant to applicable dispute resolution section contained herein below;

ii. Each Change Request relating to any Services and referencing this Agreement shall be deemed a separate Agreement incorporating all of the terms and conditions of this Agreement;

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

12. Dispute Resolution/Mediation

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

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

13. General

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

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

13.3 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault

or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

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

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

13.6 No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

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

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

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

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

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

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

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

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

RELY INFORMATION SYSTEMS LLC

BY: V.Praveen Rao

NAME: VARADA P RAO

TITLE: PRESIDENT

DATE: 09/01/2020

WILLIAMSON COUNTY, TEXAS

BY: _____
Bill Gravell,
Williamson County Judge

DATE: _____ ____, 20_____

EXHIBIT A
STATEMENT OF WORK

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

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

Description of Services: The following services will be provided		
1	Provide general DBA support and maintenance of Williamson County's Oracle applications during the period from Nov 1, 2020 through Oct 31, 2021 These are estimates of support required. Minimum of 5 hours per week to be billed.	12 Hours per week
2	Provide DBA patch and upgrade assistance, as requested (this is estimated for planning purposes at 80 hours. The actual amount of time required will depend on the quantity and complexity of the patches selected.	80 hours

Time for Performance:
The Service to be performed under this SOW shall be from Nov 1, 2020 through October 31, 2021.

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

Time and Materials Rates:

This Work Order is for the period beginning Nov 1 2020, until Oct 31, 2021.			
Consultant(s)	**Hourly Rate(s)**	**Estimated Hours**	
Oracle DBA- routine weekly support	$95	672 hours (estimate only)	$63,840
Oracle DBA- patch applications	$95	80 hours (estimate only)	$7600
		Total hours 800	**Total Cost- $71,440.00**

Payment:

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

Commissioners Court - Regular Session **27.**

Meeting Date: 09/29/2020

Gartner Research Advisory Services

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving an agreement for Research Advisory Services with Gartner, Inc. in the amount of $90,965 per DIR Contract #DIR-TSO-4099 and authorizing the execution of the agreement.

Background

Gartner is a research and advisory service that will provide Technology Services with expert assistance, consultations, best practices, peer advice, and research into technologies to help the County navigate the changing needs generated by COVID19 and beyond. This service will be funded by the CARES Act funds already allocated for technology. If it is to be continued in future years, it will need to be considered during the annual budget process. Department Contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FEMA Addendum and Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/24/2020 08:41 AM
County Judge Exec Asst.	Andrea Schiele	09/24/2020 09:07 AM
Form Started By: Kerstin Hancock		Started On: 09/21/2020 05:05 PM
Final Approval Date: 09/24/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM
FOR PURCHASE OF
GOODS AND SERVICES
DURING COVID-19 OPERATIONS
(Federal Emergency Management
Agency "FEMA" Requirements)

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

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

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

A. Vendor Quote dated _____;
B. Vendor Sales Agreement;
C. Williamson County Agreement Addendum; and
D. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

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

III.

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

IV.

Good Faith: Vendor agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

V.

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

VI.

Texas Law Applicable to Indemnification and Limitation of Liability: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

VII.

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

VIII.

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

IX.

Right to Audit: Vendor agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Customer shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Vendor reasonable advance notice of intended audits. In no circumstances will Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

X.

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

XI.

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

XII.

No Assignment: This agreement may not be assigned by either party without prior written consent.

ADDITIONAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") COMPLIANCE:

XIII.

Clean Air Act and The Federal Water Pollution Control Act Compliance: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

XIV.

Suspension and Debarment: (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XV.

Recovered Materials: (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe

providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

XVI.

Access to Records: The following access to records requirements apply to this Agreement:

(1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XVII.

Use of DHS Seals and Related Items: The Vendor shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

XVIII.

Compliance with Federal Law and FEMA Rules: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA

policies, procedures, and directives.

XIX.

Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended): Vendors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

XX.

No Federal Government Obligations: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from this Agreement.

XXI.

False Claims Act Compliance and Program Fraud Prevention: The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this Agreement.

XXII.

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

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

WILLIAMSON COUNTY:	Vendor: Gartner Inc.
_____	Phillip A. Cummings
Authorized Signature	Authorized Signature
Date: _____, 2020	Date: 21 September, 2020

APPENDIX D to DIR Contract No. DIR-TSO-4099

Gartner, Inc. Services Agreement for Williamson County ("Customer")

This Service Agreement ("**SA**") and DIR Contract No. DIR-TSO-4099 constitutes the complete agreement between **Gartner, Inc**. of 56 Top Gallant Road, Stamford, CT 06904 ("**Gartner**") and Customer for the Services (as defined below). The SA is based upon and governed by the Contract for Services with the State of Texas Department of Information Services ("DIR") Contract No. DIR-TSO-4099, between Gartner and DIR, the terms of which are incorporated by reference for use by the Customer. The General Terms contained herein and all applicable Vendor Services Descriptions shall apply to this SA and shall be effective when signed by both parties. Customer agrees to subscribe to the following Services for the term and fees set forth below. All fees shall be as set forth in Appendix C of DIR Contract No. DIR-TSO-4099.

1. DEFINITIONS AND ORDER SCHEDULE

a. Services are the subscription-based research and related services purchased by Customer in the Order Schedule below and described in the Service Descriptions.

b. Service Descriptions, the terms of which are incorporated by reference**,** are attached to this SA and describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service.

Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Customer adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

Summary of Services for WILLIAMSON COUNTY

Service Name	Level of Access	Quantity	Name of User to be Licensed	Contract Term Start Date	Contract Term End Date	Annual Fee USD	Total Fee USD
Gartner for Technical Professionals	**Advisor Small and Midsize Business Enterprise Access**	**1**	**Access for**	**01-OCT-2020**	**30-SEP-2021**	**$61,159.00**	**$61,159.00**
Gartner for IT Leaders	**Individual Access Advisor**	**1**	**Richard Semple**	**01-OCT-2020**	**30-SEP-2021**	**$29,806.00**	**$29,806.00**
				Term Total	**(Excluding applicable taxes)**		**$90,965.00**
				Total Services:	**(Excluding applicable taxes)**		**$90,965.00**

1-1ZML4P0E 2101 WRD OS FA000112

Service Name/ Level of Access	Service Description URL
Gartner for IT Leaders Individual Access Advisor	**http://sd.gartner.com/sd_itl_individual_advisor.pdf**
Gartner for Technical Professionals Advisor Small and Midsize Business Enterprise Access	**http://sd.gartner.com/sd_techpro_advisor_smb.pdf**

2. PAYMENT TERMS

Gartner will invoice Customer in advance for all Services. Payment shall be in accordance with Section 7 of Appendix A of the DIR Contract DIR-TSO-4099.

Please attach any required Purchase Order ("PO") to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Customer will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect.

Not withstanding language that may appear in attached Addendum(s) payment will be made in accordance with Article Two of the SA entitled "Payment Terms."

3. CUSTOMER BILLING INFORMATION

_____	_____	
Purchase Order Number	*Billing Address*	
_____	_____	_____
Invoice Recipient Name	*Invoice Recipient Email*	*Invoice Recipient Tel. No.*

4. AUTHORIZATION

State of Texas Customer:	**Gartner, Inc.**
_____	Phillip A. Cummings 9/21/2020
Signature/Date	*Signature/Date*
_____	Phillip A. Cummings - Contracts Counsel
Print Name and Title	Print Name and Title

General Terms and Guidelines for Vendor's Services

1. This SA for subscription-based research and related services (the "**Services**") is subject to Section 8.B. of Appendix A of the DIR Contract No. DIR-TSO-4099.
2. ***Services*** are the subscription-based research and related services described herein. Service Descriptions, Names and Levels of Access are as detailed for each product offering. Vendor may periodically update the names and the deliverables for each Service.
3. ***Modification of Services by Vendor*.** In order to remain current and timely in its Service offerings, Vendor may make minor modifications from time to time in the content of any Service. If Vendor discontinues any Service in its entirety, Customer may, at its option, receive a substitute Service, or obtain a pro rata refund of the fees paid for the discontinued Service.
4. ***Licensed User*** is the individual named in the Customer Purchase Order who is licensed to use the Services. Customer will limit access to the Services to the agreed upon number of Licensed Users.
5. ***Ownership and Use of the Services*.** Vendor owns and retains all rights to the Services not expressly granted to Customer. Only the individuals named in the Customer Purchase Order (each a "**Licensed User**") may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Customer agrees to review and comply with the ***Usage Guidelines for Gartner Services*** (**"Guidelines"**), which are accessible to all Licensed Users via the "Policies" section of www.gartner.com. Among other things, these Guidelines describe how Customer may substitute Licensed Users, excerpt from and/or share Vendor research documents within the Customer organization, and quote or excerpt from the Services externally. Customer may not redistribute copies of individual research documents, by electronic means or otherwise, to non-Users without Vendor's prior written permission. Licensed Users may not reproduce or distribute the Services externally without Vendor's prior written permission, except for external distribution, in their entirety only, of reprints of individual documents purchased by Customer.

   Customer may excerpt from the Services for external use only if Customer obtains the prior written approval of Gartner Quote Requests, at quote.requests@gartner.com. Any approved external use of the Services must comply with Vendor's *Copyright and Quote Policy* which may be viewed on the Gartner Vendor Relations section of www.gartner.com. Services may not be stored by Customer on any information storage and retrieval system.
6. ***Access to the Services***. ID's for access to Vendor Core Research and Analyst Inquiry may not be shared. Access to the Services is restricted to the number of named individuals (each a "Licensed User") as identified in the Customer Purchase Order.
7. ***Monitoring of Usage*.** Customer acknowledges and agrees to inform all Licensed Users that Vendor may monitor activity on Vendor's web site, including access to, and use of, the Services by individuals. Upon request, Customer agrees to provide Vendor with assurance from a responsible party (or other relevant evidence) of compliance with these usage terms.
8. ***DISCLAIMER OF WARRANTIES***. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND VENDOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. CUSTOMER RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. VENDOR SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CUSTOMER MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. CUSTOMER UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.
9. ***Applicable Law***. This SA shall be governed by and construed in accordance with the procedural and substantive laws of the State of Texas, without reference to its conflict of law principles, venue for disputes shall be Travis County, Texas.
10. ***Customer Confidential Information.*** To the extent allowable under the Texas Public Information Act, Vendor agrees to keep confidential any Customer-specific information communicated by Customer to Vendor that is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 15 days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Vendor; (3) entered the public domain through no fault of Vendor subsequent to Customer's communication to Vendor; (4) is in Vendor's possession free of any obligation of confidence at the time of Customer's communication to Vendor; or (5) is communicated by the Customer to a third party free of any obligation of confidence. Additionally, Vendor may disclose such information to the extent required by legal process. Customer acknowledges that Vendor is in the business of researching and analyzing information technology and this obligation of confidence shall not apply to information obtained by Vendor's research, analysis or consulting organization(s) from other sources.

Commissioners Court - Regular Session **28.**

Meeting Date: 09/29/2020

Acceptance Of The Emergency Management Performance Grant for FY20

Submitted By: Michael Shoe, Emergency Management

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on the acceptance of the FY20 Emergency Management Performance Grant award issued by the Texas Division of Emergency Management.

Background

The Office of Emergency Management annually applies for the Emergency Management Performance Grant through the Texas Division of Emergency Management. The grant allows for reimbursement, up to fifty percent, of eligible emergency management related expenses and the amount awarded is $73,873.73.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EMPG Award Letter

EMPG Terms and Conditions

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/24/2020 10:59 AM
Form Started By: Michael Shoe		Started On: 09/24/2020 10:42 AM
Final Approval Date: 09/24/2020		

TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

September 24, 2020

Williamson County
710 S. Main Street, Ste 101
Georgetown, TX 78626-5703

Re: Grant No: EMT-2020-EP-00004

Dear Judge Gravell, Jr.:

Congratulations, on behalf of the Texas Division of Emergency Management (TDEM), your application for financial assistance submitted under the Federal Fiscal Year (FFY) 2020 Emergency Management Performance Grant (EMPG) has been approved in the amount of $73,873.73. As a condition of this grant, you are required to contribute a cost match in the amount of $73,873.73.

The period of performance for your FFY 2020 EMPG grant is October 1, 2019- March 31, 2021. This period of performance reflects a 6- month PROGRAMMATIC EXTENSION ONLY to complete and close out your FFY 2020 grant year task requirements.

Before you receive any of the federal funds awarded to you, you must establish acceptance of this grant award. By accepting this award, you are acknowledging and accepting the terms and conditions of your award, as well as the task requirements outlined in the FY 2020 Local Emergency Management Performance Grant Guide and due dates outlined in the EMPG Application Timeline located on-line at https://tdem.texas.gov/emergency-management-performance-grant/. This grant award must be signed and dated below by your jurisdiction's "Authorized Official" indicated on the "Designation of EMPG Grant Officials" form (TDEM 17B) and returned within 45 days from date received to TDEM.EMPG@tdem.texas.gov. Failure to return documentation to TDEM within 45 days may result in reallocation of funds.

The 2020 Terms and Conditions are enclosed for your review. Once reviewed, please initial and submit to TDEM.EMPG@tdem.texas.gov with this signed EMPG grant award letter.

If you have any questions, please contact the EMPG Unit Chief Lisa Resendez at Lisa.Resendez@tdem.texas.gov or 512-424-7511/512-574-1473 or your District Coordinator.

Respectfully-

W.Nim Kidd MPA, CPA
Chief-Texas Division of Emergency Management
Vice Chancellor for Disaster and Emergency Services
Texas A&M University System

Authorized Official Signature: _____ Date: _____

Terms and Conditions
2020 Emergency Management Performance Grant (EMPG)

Purpose

The FY 2020 priority for this program is to advance "Whole Community" security and emergency management. Grant funds will be used to support local comprehensive emergency management programs to encourage improvement of mitigation, preparedness, response, and recovery capabilities for all hazards. Funding may be used to support activities that contribute to the capability to manage consequences from acts of terrorism. Funds provided may also be used to accomplish initiatives described in the Federal Program Guidelines, including local implementation of the National Incident Management System (NIMS), incorporation of appropriate references to the National Response Framework (NRF) into local plans, homeland security assessment and strategy integration, and assessment of local emergency management programs

Grant Conditions

Identify the source of funding under which this award is funded and reference the government code. The federal grant terms and conditions are located at: https://www.fema.gov/media-library-data/1581717192496-3736b5626f11012c3750de5efb6a4d37/FY_2020_EMPG_NOFO_FINAL_508SA2.pdf

Grant Acceptance

Notice of Subrecipient Grant Award remains an offer until the signed copy of the Acceptance of Subrecipient Grant Award is received by the Texas Division of Emergency Management (TDEM) in accordance with the instructions provided in the transmittal letter.

Task Requirements

The approved FY 2020 Statement of Work and Progress Report template outlines eight tasks that the grantee must perform during the grant period. The following additional tasks are also required of Subrecipients:

a. Implement (NIMS) at the local level.

b. Incorporate pertinent information concerning National Response Framework into the local or inter-jurisdictional emergency management plan and its annexes.

c. Subrecipients must have a tracking system of record to organize and coordinate resources in response to incidents.

d. During the performance period of this grant, Subrecipient must maintain an emergency management, as prescribed by the TDEM. This may be accomplished by jurisdictions maintaining their own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient's will correct deficiencies within sixty (60) days of receiving notice of such deficiencies from TDEM.

e. Sub-recipient's must maintain an updated inventory of equipment purchased through this grant program in accordance 2 C.F.R. 200 Requirements, Reports, Records, Retention, and Enforcement, Equipment and the Department of Homeland Security (DHS).

f. The Subrecipient agrees that any equipment purchased with funds through this grant program shall be prominently marked as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security*." Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

Grant Funding

The amount of this grant may be less than the amount requested in your Application for Federal Assistance due to limits on federal funding for the EMPG program. However, EMPG grant recipients should report eligible expenses in quarterly financial reports. Any excess match reported, will be used for TDEM match purposes and becomes 100% federalized, therefore cannot be used for any other grant match purposes within your jurisdiction.

Financial and Administrative Requirements

In Accordance with 2 C.F.R. Part 200 Subpart F—Audit Requirements, Subrecipient agrees to comply with the applicable financial and administrative requirements set forth in the Office of Justice Programs (OJP) Financial Guide.

a. All emergency management program costs for which the Subrecipient seeks reimbursement must be eligible in accordance with 2 CFR Part 200 as it applies to awards of Federal financial assistance to all "non-federal entities"

b. Subrecipient will comply with the organizational audit requirements of super circular 2A CFR 200 Audits of States, Local Governments, and Non-Profit Organizations.

c. When implementing Federal Emergency Management Agency (FEMA) National Preparedness Directorate funded activities; the Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting FEMA funded activities.

d. Subrecipient will assist the awarding agency (if necessary) in assuring compliance with the National Historic Preservation Act of 1966 Section 106 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and

Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321). (Federal Assurance).

e. Subrecipient agrees to make no request for reimbursement for goods or services procured by the Subrecipient either prior to the start of the period of performance stated in this award document or after the end of the period of performance.

   Notwithstanding any other provisions of this document, the parties understand and agree that the obligations of TDEM under this Agreement are contingent upon the availability of adequate funds to meet TDEM's liabilities. TDEM shall not be liable to the Subrecipient for costs under this agreement that exceed the amount specified in the Notice of Subrecipient Grant Award.

f. Single Audit Act Requirements: For sub-recipients expending $750,000 or more in federal annually, the Applicant will cause to be performed the required financials and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

Reporting Requirements

Subrecipient agrees to comply with all reporting requirements and shall provide such information as required by TDEM. Reporting requirements can be found in the *2020 Local Emergency Management Performance Grant (EMPG) Guide*. Sub-recipients may be required to submit additional information and data requested by TDEM and after the end of the period of performance in order to close out the grant. A copy of the *2020 Local Emergency Management Performance Grant (EMPG) Guide* can downloaded from the TDEM website at:https://tdem.texas.gov/emergency-management-performance-grant/. Sub recipient must prepare and submit Semi-Annual Progress Reports to TDEM for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. The first performance-reporting period is October 1 to March 31 (progress report due April 15) and the second reporting period is April 1 to September 30 (progress report due October 15). Subrecipient may also be required to submit additional information and data as requested by TDEM.

Review of Work and Expenditures

TDEM may review the work of the Subrecipient with respect to approved program tasks and expenditures for which reimbursement are requested to ensure the federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of this contract or grant agreement and that performance goals are achieved. These reviews may include, without limitation: comparing actual Subrecipient activities to those approved in the sub-award application and subsequent modifications if any; ensuring that grant funds have been expended in accordance with applicable guidelines; confirming compliance with grant assurances, and verifying information provided on performance reports and payment requests. **All financial expenditures submitted for match purposes will be verified. Any financial excess match submitted to TDEM for the EMPG grant program cannot be used to match any other grant funded program and is considered 100% federalized for TDEM excess match purposes**

Lobbying

As required by Section 1352, Title 31 of the U.S. Code, for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

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

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

c. The Subrecipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

Debarment, Suspension, and other Responsibility Matters

As required by Executive Order 12549, and 12689 and 2 C.F.R 200.213 and codified in the 2 C.F. R. Part 180, Debarment and Suspension, the applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The applicant certifies that it and its principles, sub grantees, recipients or sub recipients:

The Subrecipient certifies that it and its principals and vendors:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Subrecipients can access debarment information by going to www.epls.gov.

b) Have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d) Have not, within a three-year period preceding this application, had one or more public transactions (Federal, State, or local) terminated for cause or default.

e) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application (Federal Certification).

Monitoring

a. Subrecipient will provide TDEM, State Auditor, DHS personnel or their authorized representative, access to and the right to examine all paper or electronic records related to financial assistance.

b. Subrecipient agrees to monitor their program to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that the performance goals are achieved.

   TDEM may perform periodic reviews or sampling of Subrecipient performance of eligible activities and approved projects. These reviews/sampling may include, without limitation: performance of an on-site audit and compliance monitoring, including inspection of all grant-related records and items, comparing actual.

   Subrecipient activities to those approved in the sub-award application and subsequent modifications if any, ensuring that advances have been disbursed in accordance with applicable guidelines, confirming compliance with grant assurances, verifying information provided in performance reports and reviewing payment requests, needs and threat assessments and strategies.

c. Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.

d. The Subrecipient official certifies federal funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

e. All financial expenditures and excess match will be verified and validated by TDEM and will become federalized funds and utilized by the Texas Division of Emergency Management as match. Once these funds are utilized by the TDEM EMPG grant program, your agency can no longer utilize them within for any other federal grant match for the term of the grant performance year.

Reimbursement for Expenses

Reimbursement for expenses incurred during the second and fourth quarter of Fiscal Year 2020 will not be disbursed until TDEM receives the first and second semi-annual EMPG Progress Reports, which are due on April 15, and October 15, respectively.

1. Choice of Law: This agreement shall be construed and governed by Texas law.

2. Changes to the Law: TDEM is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature and the United States Congress. If TDEM and/or the subject matter of this contract become subject to a legislative or regulatory change, revocation of statutory or regulatory authority, or lack of funds that would render the services and/or goods and/or payment to be provided under this agreement impossible, unnecessary, void, or substantially amended, TDEM may terminate this agreement without penalty to, or any liability whatsoever on the part of, TDEM, the State of Texas, or the United States. This contract does not grant vendor a franchise or any other vested property right.

3. Written Modification: No modification or amendment to this Agreement shall become valid unless in writing and signed by both parties.

4. To the extent it applies, Subrecipient shall comply with Texas Government Code, Chapter 783, 1 Texas Administrative Code (TAC) §§ 5.141 *et seq.*, and the Uniform Grant Management Standards, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart B, §_14.

5. To the extent it applies, Subrecipient shall comply with the General Appropriations Act, 80th Legislature, Article IX, Part 17.

6. TDEM may suspend or terminate sub-recipient funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements or statutory objectives of federal law, failing to make satisfactory progress toward the goals or objectives set forth in the sub-award application, failing to follow grant agreement requirements or special conditions, failing to submit required reports, or filing a false certification or other report or documentation.
Satisfactory progress is defined as accomplishing the following during the performance period of the grant: requesting federal funds for purchases, training, etc. and deciding what purchases will be made, ordering the equipment, ensuring the equipment is shipped and received, and training is

accomplished with the equipment (or readied for deployment). All of the aforementioned tasks must be accomplished in a timely manner. Special Conditions may be imposed on Subrecipient's use of grant funds until problems identified during grant monitoring visits conducted by TDEM audit and compliance personnel are resolved.

Commissioners Court - Regular Session **29.**

Meeting Date: 09/29/2020

Funding For Covid Test Sites

Submitted By: Michael Shoe, Emergency Management

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

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

Background

The following items are being requested to be funded for the COVID Test Sites that will be provided by the State in Georgetown from October 7th to October 16th, 2020.
Porta-potties/Hand Washing Stations: 2 for the testing site for an estimate of $450, online advertising through Community Impact and Williamson County Sun for an estimate of $1,00. For an approximate total budget of $1,450.

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	09/17/2020 04:21 PM
Emergency Management (Originator)	Michael Shoe	09/22/2020 03:28 PM
Form Started By: Michael Shoe		Started On: 09/17/2020 02:30 PM
Final Approval Date: 09/22/2020		

Commissioners Court - Regular Session **30.**

Meeting Date: 09/29/2020

Expo Center New Concession Stand Propane Tank

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 Taylor Butane Co. Inc. d/b/a TBC Propane to provide the installation of a new propane tank for the Williamson County Expo Center in the amount of $3,431.00 and authorizing execution of the agreement. Funding Source P475.

Background

This agreement is for the installation of a 500 Gallon Propane Tank for the Williamson County Expo Center New Concession Stand. Department point of contact is Dwayne Gossett.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract and Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/24/2020 08:56 AM
County Judge Exec Asst.	Andrea Schiele	09/24/2020 10:14 AM
Form Started By: Andrew Portillo		Started On: 09/22/2020 03:51 PM
Final Approval Date: 09/24/2020		

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

SERVICES CONTRACT
(Parks Tank Installation)

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 Taylor Butane Co., Inc. d/b/a TBC Propane (hereinafter "Service Provider"), whose mailing address is P.O. Box 911, Taylor, TX 76574. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational goods and 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.

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

III.

No Assignment: Service Provider may not assign this contract.

IV.

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

V.

Consideration and Compensation: Service Provider will be compensated based on the attached **Proposal dated September 3, 2020**, which is attached and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $3,431.00, 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.

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.

VII.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 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.

VIII.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

1) This contract;

2) Proposal dated September 3, 2020; and

3) Any required insurance certificates for this project.

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.

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

XIII.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIV.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

XI.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XVI.

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

XVII.

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

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:

_____

By: Stephanie K Patschke

Printed Name: Stephanie K Patschke

Representative Capacity: President

Date: 9-21 _____, 2020

Exhibit
(Quote dated September 3, 2020), which is incorporated
herein as if copied in full

Williamson County Expo Center -- New Concession Stand 2020

Bid for 500 gallon underground tank

9-3-2020

Dwayne Gossett 254-654-1495
dgossett@wilco.org

2,200.00	500 gallon underground propane tank
155.00	anode bag
75.00	1st stage regulator
70.00	2nd stage regulator
67.00	1/2 poly short end
72.00	1/2 poly long end
20.00	20 ' poly pipe ($1.00/ft more if over 20')
15.00	pigtail
25.00	cut-off at 2nd stage regulator
50.00	2" bl el & misc fittings
2,749.00	
532.00	400 gallons of propane
150.00	labor -- tie in and leak check

$ 3,431.00 Total**

** Does not include appliance conversions or digging of the hole.

Grady Kunze
512-352-5248 O
512-635-0832 C

TBC Propane
P.O. Box 911
Taylor, TX 76574

Commissioners Court - Regular Session **31.**

Meeting Date: 09/29/2020

Johnson Controls Fire Alarm Monitoring Amendment to Scope of Work

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Amendment to Statement of Work for Fire Alarm Monitoring Services Contract with Johnson Controls, Inc., pursuant to TIPS Cooperative Contract #18020401 with services defined in contract list summary adding Williamson County Expo Pavilion for $599.27 annually.

Background

This service contract is funded through line item 100-509-4500 Maintenance Services. The department point of contact is Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

signed addendum

Wilco - Master Monitoring Contract

Wilco - List of locations

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/24/2020 08:39 AM
County Judge Exec Asst.	Andrea Schiele	09/24/2020 09:01 AM
Form Started By: Dianne West		Started On: 09/18/2020 03:26 PM
Final Approval Date: 09/24/2020		

THIS AMENDMENT TO SCOPE OF WORK (the "Amendment") is entered into this 31st day of August, 2020, by and between **Johnson Controls Fire Protection** (the "Company"), and **Williamson County, Texas** (the "Customer"), to amend, change and modify the Master Monitoring Agreement between Company and Customer dated April 2, 2019 (the "Agreement").

W I T N E S S E T H:

The Scope of Work of the Agreement is hereby amended as follows:

Add EXPO Pavilion to Master Monitoring Agreement Attached

- Williamson County EXPO Pavilion: 5352 Bill Pickett Trail, Taylor TX 76574
- Cellular Fire Alarm Annual Fee: $359.27 (+) $240 = $599.27

Any equipment and/or services provided pursuant to this Amendment to Scope of Work shall be provided pursuant to the terms and conditions of the Agreement between the parties. The Agreement, as modified herein, constitutes entire agreement between the parties, which can be modified only by a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

Johnson Controls Fire Protection ("Customer")	_____ **("Customer")**
By: Angela Bremar	**By:** _____
Print: Angela Bremar	**Print:** _____
Title: Fire Service Acct. Manager	**Title:** _____
Date: 9/18/2020	**Date:** _____

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT FOR FIRE ALARM MONITORING (JOHNSON CONTROLS, INC.) (TIPS #18020401)

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 **Johnson Controls, Inc., (hereinafter "Service Provider")**, with a local address at 1608 Royston Lane, Round Rock, TX 78664. 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 Fire Alarm Monitoring List Summary (setting forth facilities to be serviced), and incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in attached exhibit(s), 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. **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 Fire Alarm Monitoring List Summary (setting forth facilities to be serviced), and incorporated herein as if copied in full;

B. TIPS Cooperative Contract #18020401, and related addenda or form(s); and

C. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

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

IX.

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

X.

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

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

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

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

Good Faith: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

Bill Gravell Jr.
Printed Name

Date: April 2, 2019

SERVICE PROVIDER:

Authorized Signature

Joe Hixon
Printed Name

Date: MARCH 25, 2019

TIPS Co-op Contract# 18020401 Fire Safety and Security Solutions thru 04/26/2021

Contract#	Start Date	End Date	Williamson County	Monitoring#	Annual Amt.	Customer#	Customer Name	Account Name
27978344	1-Mar-19	29-Feb-20	Williamson County -Emergency Services Center-911 Tracy Chambers Lane	106-7841	$ 272.76	1866321	Williamson County	WILLIAMSON COUNTY
427648	1-Mar-19	29-Feb-20	Williamson County- 301 SE Inner Loop	119-1497	$ 359.27	1866321	Williamson County	WILLIAMSON COUNTY
66837585	1-Mar-19	29-Feb-20	Williamson County-107 S Holly St.	203-6195	$ 359.27	1866321	Williamson County	WILLIAMSON COUNTY
66838596	1-Mar-19	29-Feb-20	Williamson County Animal Shelter-1855 SE Inner Loop	H023266268	$ 359.27	1866321	Williamson County	WILLIAMSON COUNTY
806848	1-Mar-19	29-Feb-20	Williamson County 710 Main St.	204-3958	$ 324.95	1866321	Williamson County	WILLIAMSON COUNTY
80801226	1-Mar-19	29-Feb-20	Sheriffs Training Facility-8160 Chandler Road-35214654	H023264714	$ 359.27	1866321	Williamson County	WILLIAMSON COUNTY
80801235	1-Mar-19	29-Feb-20	Williamson County Justice Center-405 Martin Luther King St-00309408	109-3234	$ 359.27	1866321	Williamson County	WILLIAMSON COUNTY
80801239	1-Mar-19	29-Feb-20	Williamson County Expo Center-210 Carlos Parker Blvd	212-5146	$ 359.27	1866321	Williamson County	WILLIAMSON COUNTY
80801241	1-Mar-19	29-Feb-20	Williamson County WCCHD-355 Texas Avenue	215-1471	$ 359.27	1866321	Williamson County	WILLIAMSON COUNTY
80801253	1-Mar-19	29-Feb-20	Williamson County Juvenile Justice Center-200 Wilco Way-00918850	202-2400	$ 359.27	1866321	Williamson County	WILLIAMSON COUNTY
80812159	1-Mar-19	29-Feb-20	Williamson County-EMS Training-3189 SE Inner Loop-35321776	215-1945	$ 359.27	1866321	Williamson County	WILLIAMSON COUNTY
80812166	1-Mar-19	29-Feb-20	Williamson County-Vehicle Impound-3181 SE Inner Loop-35321775	215-1944	$ 359.27	1866321	Williamson County	WILLIAMSON COUNTY
80812169	1-Mar-19	29-Feb-20	Williamson County-Wireless Communications-3171 SE Inner Loop-35321774	215-1943	$ 359.27	1866321	Williamson County	WILLIAMSON COUNTY
934293	1-Mar-19	29-Feb-20	Williamson County-Cedar Park Annex-01245665	205-2551	$ 289.20	1866321	Williamson County	WILLIAMSON COUNTY
996350	1-Mar-19	29-Feb-20	Williamson County-1781 E Old Settlers Blvd	209-6313	$ 325.27	1866321	Williamson County	WILLIAMSON COUNTY
80832947	1-Mar-19	29-Feb-20	Williamson County - 3151 SE Inner Loop	H023265710	$ 359.27	1866321	Williamson County	WILLIAMSON COUNTY
80832948	1-Mar-19	29-Feb-20	Williamson County - 100 Wilco Way	H023265376	$ 359.27	1866321	Williamson County	WILLIAMSON COUNTY
996367	1-Mar-19	29-Feb-20	Williamson County-1801 E Old Settlers Blvd	209-6306	$ 344.34	1866321	Williamson County	WILLIAMSON COUNTY
80833168	1-Mar-19	29-Feb-20	Williamson County Taylor Annex - 412 Vance	H023265271	$ 359.27	1866321	Williamson County	WILLIAMSON COUNTY
					$ 6,586.30			

Contract#	Start Date	End Date	Description / Location	Monitoring Acct #	Annual Amount	Customer#	Customer Name
806848	1-Mar-19	28-Feb-21	WILLIAMSON CTY 710 MAIN ST (00540839)	204-3958	$324.95	1866321	Williamson County
996367	1-Mar-19	28-Feb-21	Williamson County-1801 E Old Settlers Blvd-02030289	209-6306	$344.34	1866321	Williamson County
996350	1-Mar-19	28-Feb-21	WILLIAMSON COUNTY-1781 E OLD SETTLERS BLVD-02030140	209-6313	$325.27	1866321	Williamson County
934293	1-Mar-19	28-Feb-21	Williamson County-Cedar Park Annex-01245665	205-2551	$289.20	1866321	Williamson County
80812169	1-Mar-19	28-Feb-21	Williamson County-Wireless Communications-3171 SE Inner Loop-35321774	215-1943	$359.27	1866321	Williamson County
80812166	1-Mar-19	28-Feb-21	Williamson County-Vehicle Impound-3181 SE Inner Loop-35321775	215-1944	$359.27	1866321	Williamson County
80812159	1-Mar-19	28-Feb-21	Williamson County-EMS Training-3189 SE Inner Loop-35321776	215-1945	$359.27	1866321	Williamson County
80801253	1-Mar-19	28-Feb-21	Williamson County Juvenile Justice Center-200 Wilco Way-00918850	202-2400	$359.27	1866321	Williamson County
80801241	1-Mar-19	28-Feb-21	WCCHD-355 Texas Avenue-35214657	215-1471	$359.27	1866321	Williamson County
80801239	1-Mar-19	28-Feb-21	Williamson County Expo Center-210 CARLOS PARKER BLVD NW-29989426	215-5146	$359.27	1866321	Williamson County
80801235	1-Mar-19	28-Feb-21	Williamson County Justice Center-405 Martin Luther King St-00309408	109-3234	$359.27	1866321	Williamson County
27978344	1-Mar-19	28-Feb-21	WILLIAMSON COUNTY -EMERGENCY SVC OPS CENTER-911 TRACY CHAMBERS LANE-19922187	106-7841	$272.76	1866321	Williamson County
427648	1-Mar-19	28-Feb-21	WILLIAMSON CTY 301 SE INNERLOOP GEORGETOWN (01356528)	119-1497	$359.27	1866321	Williamson County
66837585	1-Mar-19	28-Feb-21	WILLIAMSON COUNTY-107 S HOLLY ST-01245674	203-6195	$359.27	1866321	Williamson County
66838596	1-Mar-19	28-Feb-21	WILLIAMSON CNTY ANIMAL SHELTER-1855 SE INNER LOOP-31030754	H023266268	$359.27	1866321	Williamson County
80801226	1-Mar-19	28-Feb-21	Sheriffs Training Facility-8160 Chandler Road-35214654	H023264714	$359.27	1866321	Williamson County
80832947	1-Mar-19	28-Feb-21	Williamson County-3151 SE Inner Loop-01245669	H023265710	$359.27	1866321	Williamson County
80832948	1-Mar-19	28-Feb-21	Williamson County-100 Wilco Way-37164196	H023265376	$359.27	1866321	Williamson County
80833168	1-Mar-19	28-Feb-21	Williamson County - Taylor Annex - 412 VANCE ST-01880086	H023265271	$359.27	1866321	Williamson County
Pending	1-Sep-20	31-Aug-21	WILLIAMSON COUNTY EXPO Pavilion - 5352 Bill Pickett Trail, Taylor TX 76574	pending	$599.27	1866321	Williamson County
					$7,185.57		

Commissioners Court - Regular Session **32.**

Meeting Date: 09/29/2020

1807-251 Renewal 1 for Landscape Maintenance Services

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 Landscape Maintenance Services Contract 1807-251, renewal period 1, for the same pricing, terms and conditions as the existing contract with Red & White Greenery, Inc. for the term of October 1, 2020 – September 30, 2021, and authorizing execution of the renewal agreement.

Background

This is the first renewal for this contract. The Facilities Department submitted a Vendor Performance Report stating vendor met all county requirements and recommends renewal. This expenditure is in the FY21 budget and will be charged to 01.0100.0509.004810 along with various funding sources from other departments such as 01.0200.0210.003541, 0507-0507-004545 and 01.0545.0545.004810.The department point of contact is Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1807-251 Landscape Maintenance Services - renewal 1 - vendor signed

Original pricing

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/24/2020 09:04 AM
County Judge Exec Asst.	Andrea Schiele	09/24/2020 09:08 AM
Purchasing (Originator)	Randy Barker	09/24/2020 09:52 AM
Form Started By: Dianne West		Started On: 09/22/2020 01:25 PM
Final Approval Date: 09/24/2020		

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	**Department:**	Facilities
Vendor Name:	Red White Greenery		
Vendor Address:	P O Box 126, Georgetown, Texas 78633		
Purpose/Intended Use of Product or Service (summary):			
Landscape Maintenance Services			
P.O./Contract Number:	1807-251	**Effective Date:**	10/01/2020
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	09/30/2021
Requested By:	Christi Stromberg, Assistant Facilities 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 Commissions Form 1295; And
  - Renewed Certificate of Insurance
- **Extend Contract for the 1st of three (3) one- year renewal option periods:**

Renewal Option Period 1	October 01, 2020– September 30, 2021
Initial Contract Period	October 01,2018 – September 30, 2020

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Red & White Greenery, Inc

Name Jason Fuller

Title President

Signature

Date 9/11/20

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell

Williamson County Judge

Signature _____

Date _____

PRICE SHEET

LANDSCAPE SERVICES FOR WILLIAMSON COUNTY

PRICE SHEET (1 OF 6)

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

The undersigned Respondent, having become familiar with this RFP agrees to furnish Landscape Maintenance Services in accordance with this RFP.

CLASS A PROPERTY	Maintenance Cost per site visit (x48)	Annual Pre-emergent Cost	Annual Fertilization Cost	Annual Turf Aeration Cost	Annual Mulching Cost	Total Annual Cost per Property
1. Courthouse	3840.00	416.00	806.00	289.00	934.00	6285.00
1A. Blow off porches & sidewalks	58.00	x2 x52 =				6032.00
2. Sheriff Admin/Jail	4416.00	202.00	374.00	85.00	1246.00	6323.00
3. WC Justice Center	3072.00	196.00	426.00	85.00	1012.00	4791.00
4. Parking Garage for CJC/Jail	2880.00	186.00	464.00	75.00	1246.00	4851.00
5. Georgetown Tax Office including CarQuest	2352.00	110.00	140.00	50.00	151.00	2803.00
6. Inner Loop Annex	9216.00	610.00	828.00	280.00	740.00	11674.00
7. Juvenile Justice Center	16560.00	1610.00	4800.00	420.00	820.00	24210.00
8. Central Maintenance Facility	9024.00	140.00	464.00	120.00	158.00	9906.00
9. Children's Advocacy Center	3936.00	256.00	716.00	107.00	1246.00	6261.00
10. Cedar Park Annex	6384.00	182.00	506.00	130.00	623.00	7825.00
11. Jester Round Rock Annexes	13056.00	1100.00	2524.00	300.00	984.00	17964.00
12. Taylor Annex	2640.00	80.00	110.00	55.00	100.00	2985.00
13. JP Pct#4	2304.00	174.00	276.00	80.00	94.00	2928.00
14. Hutto Annex	3360.00	210.00	394.00	85.00	460.00	4509.00
15. Facilities Services Center	2736.00	172.00	410.00	60.00	100.00	3478.00
16. Emergency Services Operation Cntr	15456.00	620.00	1534.00	380.00	4860.00	22850.00
17. Texas Ave Bldg	4416.00	120.00	240.00	60.00	880.00	5716.00
18. Animal Shelter	12000.00	390.00	800.00	150.00	3218.00	16558.00
19. Sheriff Office Training Center	15600.00	100.00	150.00	50.00	1300.00	17200.00
20. North Campus	52560.00	700.00	1400.00	300.00	5225.00	60185.00
21. Georgetown Annex	5520.00	500.00	1400.00	300.00	5800.00	13520.00
TOTAL ANNUAL COST FOR CLASS A PROPERTIES=>						258857.00

PRICE SHEET

LANDSCAPE SERVICES FOR WILLIAMSON COUNTY

PRICE SHEET (2 OF 6)

CLASS B PROPERTY	Maintenance Cost per site visit (x48)	Mulching Cost	Total Annual Cost
1. Georgetown Health Clinic	1056.00	N/A	1056.00
2. Old DPS Bldg	1104.00	70.00	1174.00
3. TABC/Game Warden	576.00	40.00	616.00
4. Lott Building	1920.00	N/A	1920.00
5. Brown House on Main	1584.00	N/A	1584.00
6. Brick Houses on MLK	2928.00	302.00	3230.00
7. Old Jail	1968.00	204.00	2172.00
8. LifeSteps- Red House on Main	1248.00	90.00	1338.00
9. 508 Holly St	1248.00	N/A	1248.00
10. Belford Square	1296.00	N/A	1296.00
11. Round Rock Annexes Bldg A&B	5664.00	800.00	6464.00
12. Taylor Health Clinic	1104.00	12.00	1116.00
13. Taylor SO	1152.00	32.00	1184.00
14. Medic #41	1344.00	46.00	1390.00
15. Medic #42	1056.00	14.00	1070.00
TOTAL ANNUAL COST FOR CLASS B PROPERTIES=>			26858.00

PRICE SHEET

LANDSCAPE SERVICES FOR WILLIAMSON COUNTY

PRICE SHEET (3 OF 6)

CLASS C PROPERTY	Maintenance Cost per site visit	(x12)	Total Annual Cost
1. Block South of Jail/SO upper & lower parking lots	36.00	432.00	432.00
2. Parking Lot on MLK, South of CJC	32.00	384.00	384.00
3. Metal Bldgs @ 321 W. 8th & 323 W. 8th	36.00	432.00	432.00
4. HWY 29 Property (currently leased)	128.00	1536.00	1536.00
5. Anderson Mill Det. Pond, .53 Acres	200.00	2400.00	2400.00
6. 175 CR 138, Hutto	170.00	2040.00	2040.00
7. Taylor R&B Yard	130.00	1560.00	1560.00
8. Bartlett Farmhouse	280.00	3360.00	3360.00
9. Operation Liberty Hill	150.00	1800.00	1800.00
10. Bell Gin Property	180.00	2160.00	2160.00
11. Stubblefield Props	240.00	2880.00	2880.00
12. 20 Gabriel Forest	200.00	2400.00	2400.00
TOTAL ANNUAL COST FOR CLASS C PROPERTIES=>			21384.00

SHREDDING	Maintenance Cost per site visit	(x4)	Total Annual Cost
1. CMF, 50 Acres	1610.00		6440.00
2. Hutto Annex, 2.7 Acres	250.00		1000.00
3. RR Jester, 16.6 Acres	720.00		2880.00
4. CAC,JJC,ESOC,AS, 90 Acres	2200.00		8800.00
5. Landfill Farmstead, 5 Acres	260.00		1040.00
6. SOTC, 32.5 Acres	1100.00		4400.00
7. North Campus, TBD Acres	TBD		TBD
TOTAL ANNUAL COST FOR SHREDDING=>			24560.00

PRICE SHEET

LANDSCAPE SERVICES FOR WILLIAMSON COUNTY

PRICE SHEET (4 OF 6)

If properties are to be added during the course of the contract or if irrigation repairs are needed, please provide pricing information for the following:

Irrigation Repair $/hr *	Maintenance Cost ($/sq ft) (minimum site charge?)	Pre-emergent Cost ($/sq ft)	Fertilization Cost ($/sq ft)	Turf Aeration Cost ($/sq ft)	Mulching Cost Installed price $/cu ft.	Shredding Cost ($/acre) (min site charge?)
38.00	.006/SF ($25.00)	.0015	.015	.020	$2.25	$48.00 ($250.00 min.

*material costs will only be asked of successful proposer prior to beginning contract.

RADIO TOWERS	Maintenance Cost per site visit	Herbicide Cost per site visit	(x6)	Total Annual Cost
1. Taylor	90.00	60.00	150.00	900.00
2. Granger	90.00	60.00	150.00	900.00
3. Thrall	90.00	60.00	150.00	900.00
4. Twin Towers on Inner Loop	70.00	45.00	115.00	690.00
5. Back Up at Rabbit Hill	80.00	45.00	125.00	750.00
6. Cedar Park Cougar Country	70.00	50.00	120.00	720.00
7. Cedar Park Fire Ln	90.00	60.00	150.00	900.00
8. Liberty Hill	90.00	70.00	160.00	960.00
9. Florence	90.00	70.00	160.00	960.00
10. Tower Road	80.00	60.00	140.00	840.00
TOTAL ANNUAL COST FOR RADIO TOWERS=>				8520.00

PRICE SHEET

LANDSCAPE SERVICES FOR WILLIAMSON COUNTY

PRICE SHEET (5 OF 6)

GUN RANGE	Maintenance Cost per site visit	Times per Year	Total Annual Cost
1. General Area Mowed & Trimmed 19 Acres	860.00	x 48	41,280.00
2. Berms 10 Acres	975.00	x 2	1,950.00
3. Unimproved Areas Shredded and Fences Trimmed 5 Acres	250.00	x 4	1,000.00
4. Graveled Areas/Herbicide Applications	60.00	x 48	2880.00
TOTAL ANNUAL COST FOR GUN RANGE=>			47,110.00

PRICE SHEET

LANDSCAPE SERVICES FOR WILLIAMSON COUNTY

PRICE SHEET (6 OF 6)

ROW MOWING	Maintenance Cost per site visit	(x6)	Total Annual Cost
1. Anderson Mill Part 1	266.00		1596.00
2. Anderson Mill Part 2	180.00		1080.00
3. Anderson Mill Part 3	230.00		1380.00
4. AW Grimes	90.00		540.00
5. Gattis School Rd Part 1	100.00		600.00
6. Gattis School Rd Part 2	100.00		600.00
7. Sam Bass Waterway	240.00		1440.00
8. Pearson Ranch Rd Part 1	780.00		4680.00
9. Pearson Ranch Rd Part 2	230.00		1380.00
10. Neenah Ave	250.00		1500.00
11. Quick Hill	100.00		600.00
12. Grand Ave Parkway	45.00		270.00
TOTAL ANNUAL COST FOR ROW MOWING=>			15666.00

Commissioners Court - Regular Session **33.**

Meeting Date: 09/29/2020

Alarm Services for Williamson County Election Facilities(ADT Commercial)

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 ADT Commercial LLC to provide alarm monitoring services for Williamson County Elections Office for $2,835.00 for equipment and installation and $74.99 per month for recurring service and IT Warehouse for $1,764.82 for equipment and installation and $74.53 per month recurring service and authorizing execution of the agreement.

Background

This agreement is for a 12-month term per the attached quote. Department point of contact is Christi Stromberg. Funding Source for the installation P434 and for the monthly 01.0100.0509.004500.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum and ADT agreements

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/24/2020 08:54 AM
County Judge Exec Asst.	Andrea Schiele	09/24/2020 10:01 AM
Form Started By: Andrew Portillo		Started On: 09/22/2020 02:09 PM
Final Approval Date: 09/24/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR ALARM MONITORING SERVICES FOR WILLIAMSON COUNTY ELECTIONS FACILITIES (ADT Commercial LLC)

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 TO ADT COMMERCIAL MASTER TERMS AND CONDITIONS is made and entered into by and between **Williamson County, Texas** (hereinafter "Client" or "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **ADT Commercial LLC** (hereinafter "ADT"). County agrees to engage ADT as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

A. ADT Quotes, dated September 11, 2020 (in annual amounts of $2,835 and $1,764.82);
B. ADT Master Agreement; and
C. This Williamson County Addendum.

II.

Compliance with All Laws: ADT 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 Client 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 Client 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 ninety (90) days written notice thereof. In the event of termination, Client 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 Client, 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: ADT agrees that Client 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 ADT which are directly pertinent to the services to be performed under this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. ADT agrees that Client shall have access during normal working hours to all necessary ADT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Client shall give ADT 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 Client's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Client.

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:	ADT:
_____	Kenisha Black
Authorized Signature	Authorized Signature
Date: _____, 2020	Date: September, 17th, 2020

ADT Commercial

COMMERCIAL PROPOSAL AND SALES AGREEMENT

890957158

Branch:	6675	Sales Representative:	Jordan Blake	Today's Date:	9/15/2020

Customer Information

Business Name:	WILLIAMSON COUNTY FACILITIES	Phone:	(661)992-1106
Address:	3101 SE INNER LOOP GEORGETOWN, TX 786266317	Billing Address:	3101 SE INNER LOOP GEORGETOWN, TX 786266317

Investment Summary

Total Equipment and Installation Charge: $2,835.00

Customer agrees to pay the Total Equipment and Installation Charge shown above, plus applicable taxes (collectively, the "Equipment Charges"). Simultaneously with the execution of this Agreement, Customer shall pay $0.00 of these Equipment Charges, with a remaining balance of $2,835.00 to be paid upon completion of the installation and as a precondition of activation of the Equipment and, if applicable, connection to the Central Station or direct connection service.

Recurring Service Charges: $74.99 per month

In addition to the Equipment Charges, Customer agrees to pay the Recurring Service Charges shown above, plus applicable taxes (collectively, the "Service Charges") for the usage of any ADT Owned Equipment and any other recurring services selected, such Service Charges to be paid Annual, in advance. Customer has made an advance payment of Service Charges in the amount of $0.00 at the time of sale.

Licenses and Permit Charge: $0.00

Customer agrees to pay the total Licenses and Permit Charge shown above (collectively, the "License and Permit Charge"). Customer shall pay $0.00 at the time of sale.

Term Length: 12 Months

Our charges under this agreement are based on your agreement to receive and pay for the services for a full Twelve (12) month term.

Site Location Information

Location Name:	Williamson County Elections Office		
Address:	301 SE Innerloop Ste. 102 AUSTIN, TX 78726		
Site #:	0	Phone:	(151)294-3163

System Design Information

System Design Name:	Elections Office	Job #:	
Equipment Ownership:	Customer Owned		
Warranty Period:	90 Days		

Services

Elections Office	
ESuite	eSuite Premier - No PIN Management: Sites: 1
	Open/Close Logging Service
Monitoring	ADDL AREAS: 1
	Burglary
Service Plan	ADT Protection Plan
Signaling	AlarmNet GSM: PrimaryCell
	E-Secure

Equipment List

Quantity	Description	Included in Service Plan
1	Siren/2 Tone/Indoor	Yes
1	320 P1 CONTROL PANEL	Yes
1	Wireless Repeater-5800	Yes
1	LTE CONTROLLER-RADIO,CAT1, LTE-XV	Yes
3	MOTION, WLS PIR T/LOW TEMP	Yes
1	9VAC 15VA TRANSFORMER, FOR 58 00RP	Yes
7	Door /Window Transmitter With Magnets. (Also Available In Brown - 5816Wmbr)	Yes
600	18/4 STR CM/CL2 5C BX WHT	Yes
1	Pro1 Large Fix-Eng Keypad (Hardwire)	Yes
1	KEYPAD ALPHA W WLS RECEIVER	Yes

Equipment & Installation Total	$2,835.00
Estimated Taxes	$0.00
Monthly Fee	$74.99

Scope Of Work

ADT is proposing to install a new wireless burglar alarm system in the elections office that will consist of (7) door contacts and (3) motion detectors within the space. The main control panel will be located in the IT room near the warehouse section of the building. Wires to the devices in the Elections suite will be run on the existing wire rack. The panel will transmit signals through a new cell communicator which will also allow for the customer to have remote administrative abilities.

The monthly service fee includes our ADT Protection Plan, a service that provides a full warranty on all equipment installed and will cover service/maintenance visits free of charge in most cases.

Inclusions/Exclusions

General Notes

All prices quoted and any other offers made in this Proposal are valid for thirty (30) days from the date of this Proposal, after which they are automatically withdrawn and this Proposal shall be void.

All prices set forth in this Proposal are based on the assumption that Customer will countersign this Proposal and this Proposal will be the operative document between the parties. If instead of countersigning this Proposal, Customer submits a different document for consideration (such as a purchase order or contract), then legal review will be necessary and the prices set forth in this Proposal will be increased accordingly.

Except in the case where the "Rough Order of Magnitude Only" box is checked above, all pages of the Proposal must be initialed and/or signed where indicated and returned. Proposals returned with missing pages, initials or signatures shall be void.

Appendices

The following appendices are incorporated into the Proposal:

X Appendix 1: Warranty
X Appendix 2: General Terms and Conditions
_ Appendix 3: NASPO Terms and Conditions
_ Appendix 4: ATM Install Terms and Conditions
_ Appendix 5: ATM Software Support Agreement
_ Appendix 6: Recurring Services Terms and Conditions
X Appendix 7: Monitoring Agreement
_ Appendix 8: Brivo Hosted AVC and Video Terms and Conditions
_ Appendix 9: Avigilon Terms and Conditions
_ Appendix 10: Special Provisions

Master Agreement

X Customer and ADT are not parties to a Master Agreement (or similar document). This Proposal is governed by all terms and conditions as checked in the Appendices Section.

_ Customer and ADT are parties to a Master Agreement (or similar document). This Proposal is governed by the terms and conditions of such Master Agreement. However, any terms and conditions, and special provisions as checked shall apply to the Proposal as well. Items listed in this Proposal as having no warranty are applicable to this Proposal as well. In the event of any conflict between the Master Agreement and the checked provisions of this Proposal and/or any "no warranty" items in this Proposal, the provisions of this Proposal shall prevail. If Customer is not the end user (that is, if there are additional parties as set forth in the "Contract Chain" above), then Appendix 10 must be included in this Proposal. If Appendix 10 is not so included, this Proposal shall be void. Such a Master Agreement (or similar document) does not apply if NASPO is checked on this Proposal.

APPENDIX 1 - WARRANTIES

EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH BELOW, ADT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

GENERAL WARRANTY

ADT warrants that the work and services to be performed pursuant to the Proposal will be completed by qualified personnel possessing the knowledge and capability to perform such work and services, and that such work and services shall be performed by such personnel in a professional and workman like manner. Where the Proposal includes the provision of "professional" Services by ADT (services that are required to be performed by a licensed engineer, architect, or other professional), the standard of care for such Services shall be the care and skill ordinarily employed by members of the profession practicing under similar conditions at the same time and locality of the relevant Services.

LIMITED WARRANTIES

Equipment. ADT warrants equipment sold under the Proposal for a period of 90 Days.

Installations. ADT warrants installation of equipment for a period of 90 Days beginning at Substantial Completion (excluding software defects).

Software Installation. ADT warrants software installation and programming by ADT for a period of 90 Days beginning at Substantial Completion (excluding software defects).

ATM Services. ADT warrants installation of ATM equipment and other ATM-related services (excluding test and inspection services) for a period of 90 Days beginning at Substantial Completion.

As used herein, "Substantial Completion" is defined as the stage that the work is sufficiently complete so that the Customer has beneficial use of the equipment and/or premises involved in the work. For a project involving multiple phases or facilities, Substantial Completion shall be determined, and the limited warranty shall run, for each phase or facility separately. Substantial Completion excludes commissioning.

During the warranty periods set forth above, ADT will at its cost, repair or, at its option, replace, any defective part of the equipment ADT installs or service ADT performs. ADT may, at its option, use new or reconditioned parts for replacements.

We perform repair services only during our normal working hours which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. IF YOU REQUEST US TO PERFORM REPAIR SERVICES OUTSIDE OF OUR NORMAL WORKING HOURS, THEN WE MAY REQUIRE YOU TO PAY FOR OUR SERVICES AT OUR THEN-CURRENT RATES FOR LABOR.

ADT Service Plan/Extended Service Plan. Subject to the limitations and exclusions set forth in this Appendix 1, if Customer has subscribed to an ADT Service Plan/Extended Service Plan, then in lieu of the Limited Warranties set forth herein, ADT shall, at its cost, perform such repairs as set forth in the ADT Service Plan/Extended Service Plan for the term of such plan.

NO WARRANTY

Software Upgrades. Purchases of Software Upgrades have no warranty from ADT. Notwithstanding anything to the contrary in the Proposal or in any Master Agreement between the parties, any liability of ADT related to software upgrades pursuant to the Proposal shall be limited to the Total Price set forth in the Proposal.

Manufacturer Software Support and Services. Purchases of manufacturer software support and services have no warranty from ADT. A purchase of manufacturer software support may entitle Customer to software version upgrades. Any labor to install and commission the software upgrades is not included unless specifically set forth in the Proposal. Notwithstanding anything to the contrary in the Proposal or in any Master Agreement between the parties, any liability of ADT related to software upgrades pursuant to the Proposal shall be limited to the Total Price set forth in the Proposal.

Sprinklers. ADT does not warrant any sprinkler services (including but not limited to installation, testing, inspection, repair and maintenance) provided by ADT ("Sprinkler Work") against failures or against defects in the materials or workmanship provided. However, if any replacement part or item of equipment installed by ADT proves defective, ADT will extend to the Customer the benefits of any warranty ADT has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates then in effect. THERE ARE NO WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SPRINKLER WORK PERFORMED HEREUNDER, AND THE SOLE AND EXCLUSIVE REMEDY OF THE CUSTOMER FOR FAILURES OR DEFECTS IN THE SPRINKLER WORK PERFORMED IS TO HAVE THE SPRINKLER WORK REDONE AT THE CUSTOMER'S EXPENSE.

eSRG. Consulting services performed by the ADT eSRG team carry no warranty from ADT beyond the general warranty set forth above.

Design. Design services performed by ADT carry no warranty from ADT beyond the general warranty set forth above.

Monitoring Services. Monitoring Services carry no warranty from ADT. If applicable, see Appendix 7 for additional information.

Hosted Services. Hosted Services carry no warranty from ADT. If applicable, see Appendix 8 and Appendix 9 for additional information.

EXCLUSIONS

ADT's warranty does not include:
a. Damage or malfunction due to accident, acts of nature (including lightning strikes), improper operation, power surge/loss, misuse, neglect, unauthorized modification or repair or use in a manner for which the equipment was not intended;
b. Consumable items such as printer print heads or access cards, and items designed to fail in order to protect the equipment (such as fuses and surge suppressors);
c. Technician services for troubleshooting, removing or replacing any failed component not covered by this warranty which may include upgrading or otherwise modifying and fixing Customer provided computer equipment;
d. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with the equipment or replacement parts performed by any person or entity other than ADT without ADT's prior written approval, or any use of replacement parts not supplied by ADT, either of which shall void and cancel all warranties with respect to the affected products and/or Services.
e. Software defects; and/or
f. Telephone line malfunctions or modifications to Customer's telephone service that render it incompatible with the equipment or the central station.

APPENDIX 2 – GENERAL TERMS AND CONDITIONS

1. Work and Services to Be Performed/Provided. ADT agrees to perform the work and provide the goods, software, licenses and services that are described in the Proposal. If the Proposal contains options, then ADT shall only perform those options that have been chosen by the Customer. All items to be performed pursuant to the Proposal are referred to herein as the "Services." ADT is solely responsible for choosing the manner and methods of performing the Services by its employees, agents, and/or independent contractors. Equal quality products, materials, and parts from different manufacturers may be substituted to overcome delivery problems or replacement of discontinued items. Substituted items will meet or exceed original parts specifications. Submittals, shop drawings, as-built record drawings and O&M documentation are excluded, unless specifically included in the Scope of Work or required by project specifications. Any such submittals, drawings and/or documentation shall be in Adobe Portable Document Format (PDF) only. The Proposal, when accepted by Customer, shall be considered the "Agreement" between the parties.

2. Reports. The Services may include prepared reports or other written deliverables (each, a "Report"). Customer may not necessarily agree with certain statements made, or positions taken by ADT in a Report. However, Customer acknowledges that by retaining ADT for the Services, Customer is relying on the opinions and expertise of ADT. ADT has no obligation to modify any Report to adopt a position that the Customer believes is more favorable or advantageous than prior statements made, or positions taken, by ADT. If Customer does not accept any such Report, ADT may withdraw from the engagement and Customer shall be obligated to compensate ADT for all Services (including the Report at issue) through the date of withdrawal.

3. Compensation and Payment Terms. Customer agrees to fully pay ADT any and all invoices and/or expense reimbursement requests within thirty (30) days of the date of any such invoice and/or reimbursement request. Extension of credit for billing is subject to approval of ADT's credit department and is not included in the Proposal. Any payment not received within thirty (30) days of an invoice or reimbursement request shall be subject to an additional charge at the rate of 1.5% per month of the outstanding balance due or the highest rate of interest permitted by applicable law, whichever is less. ADT may, at its discretion and without waiving any rights, elect to suspend performance of any and all work if any payment is not received within ten (10) days after the due date. In the event that any payment due ADT is collected at law or through, or under advice from, an attorney-at-law, or through a collection agency, Customer agrees to pay all costs of collection, including without limitation, all court costs and reasonable attorney's fees. If Customer opts to pay ADT for an invoice with a credit card, ADT reserves the right to add a 3% processing fee to the total cost of the work.

If the Proposal specifies fixed or lump sum pricing, the Total Price will be billed upon the completion of all Services performed.

If the Proposal specifies Time & Materials, GMP/GMAX/MACC, cost reimbursable, or cost-plus pricing, ADT will invoice Customer upon completion of all Services performed.

For ADT owned equipment, Customer shall pay ADT per the schedule set forth in the Proposal at the time and for the duration set forth in the Proposal.

4. Sales Taxes. Unless specifically itemized in the Proposal, estimated sales taxes and other taxes due to city, state, or county government applicable in the United States are not included in the Proposal. All such taxes shall be the responsibility of Customer. For services to be provided outside of the United States, all Value Added Taxes (VAT), General Service Taxes (GST), Consumption Taxes, Import/Export Duties, Withholding and any other taxes or fees due to a sovereign nation are excluded and are the responsibility of Customer.

5. Bonds. If payment and performance bonds are required by Customer in writing in advance of the execution of the Agreement by Customer, the total price set forth in the Proposal shall include an administration fee of 2.5% of what the total price would have been without such bond (excluding applicable sales tax). If such bond is not requested by Customer until after the execution of the Agreement by Customer, Contractor shall enter into a Change Order reflecting an administration fee of 2.5% of the total price of the Agreement (excluding applicable sales tax). ADT shall not be required to obtain any bonds until such Change Order has been executed by Customer.

6. Insurance. Certificates of Insurance are available upon Customer request. Upon Customer request, such COI shall name Customer and all other parties in the "Contract Chain" as additional insureds. Any customer-requested insurance beyond what ADT normally carries is excluded from the pricing in the Proposal and shall be paid for by Customer.

7. Schedule Dates. ADT shall diligently endeavor to make timely delivery and installation and otherwise to timely complete the Services according to a mutually agreed "Implementation Schedule." If no implementation schedule is developed or agreed upon, ADT shall diligently endeavor to complete the Services within a reasonable time. Except as expressly provided in the Proposal, ADT shall, under no circumstances, be deemed to be in default hereunder or be liable for damages, special, consequential, or otherwise, resulting from delays in delivery, installation, or other completion of the Services. Minor omissions or variances in performance of the Services, which do not materially and adversely affect the Customer's use of installed systems, equipment, goods, or materials, or the operation thereof, shall not be deemed to have postponed substantial or final completion. Unless otherwise arranged in writing, Services shall be performed during normal business hours (7:30 am to 4:30 pm, Monday – Friday, except holidays). Services performed outside of normal business hours will result in ADT's then current surcharges for such Services.

8. Installation / Site Conditions. For any Services to be performed on-site, ADT will arrange for such Services in accordance with specifications, drawings and instructions provided by Customer, which specifications and drawings are considered a part of this Agreement. Whenever applicable, suitable foundations, wall openings, curbing holes, pits, tunnels, culvert piping, grouting, surrounding masonry and concrete, canopies and architectural enclosures, and sun screens shall be constructed by others at Customer's cost. Unless otherwise set forth in the Scope of Work, Customer shall also provide at its own expense the power and lighting that is required for proper operation of any equipment. If, through no fault of ADT, ADT cannot proceed with the work within a reasonable time after delivery of the equipment and/or ADT's arrival at the work site, Customer shall pay ADT's actual expenses, including, but not limited to, additional service fees and any storage fees incurred by ADT in waiting to proceed or in returning to Customer's premises to perform the work. Customer shall notify ADT of any cancellations forty-eight (48) hours in advance of any scheduled service call. Failure to so notify will result in an additional service fee charged to Customer. Unless otherwise set forth in the Scope of Work, Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the installation of the equipment which are legally required at the time that the installation is done. Customer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. In the event that ADT is required, in connection with the installation of the equipment, to do additional work either because Customer did not prepare the job site, or because the drawings, wiring, or other work done by Customer or for Customer by others, was not properly represented in the drawing supplied to ADT, ADT shall have the option of doing the additional work required to complete the job, and will charge Customer at ADT's current prevailing rates for such work, or, of abandoning the installation and being paid in full by Customer upon demand therefore. Any additional amounts so charged shall be due within ten (10) days of receipt of invoice by Customer. Customer represents to ADT that it has an interest in the real estate on which the equipment is to be installed and that has the authority to and hereby authorizes ADT to do the work as provided in this Agreement.

9. Ownership of Equipment. Ownership of any equipment installed pursuant to this Agreement shall be described in the "Transaction Type" Section of the Proposal. For an outright sale, equipment that is purchased by Customer shall become the property of Customer upon the later of installation (or delivery to Customer if the equipment is not to be installed) and payment in full as set forth in Section 3 hereof. Until the equipment becomes the property of Customer, we retain ownership of the equipment we install at your premises. For ADT owned equipment, ADT will retain ownership of all installed equipment. Upon termination of the Agreement (or portion of the Agreement pertaining to the equipment), ADT shall have the right to enter upon Customer's premises to either remove or disable such equipment. Failure to allow ADT to so remove or disable the equipment shall result in Customer being liable to ADT for: (a) ADT's reasonable charges for the equipment, and (b) reimbursement to ADT for any other costs (including reasonable attorneys' fees) incurred by ADT in seeking to gain access to remove the equipment and/or to collect such charges. ADT shall have no obligation to repair the premises after any such removal. ADT's removal, disablement or abandonment of such equipment does not constitute a waiver of ADT's right to collect any other charges due under the Agreement. If Customer has elected to finance the purchase of some or all of the equipment with a third party lender or leasing company, then title to the equipment may be held by Customer's lender/lessor as security for Customer's loan/lease obligations. The terms of Customer's agreement with the lender/lessor may require Customer to maintain insurance, may make Customer responsible for various other costs and fees, and may obligate Customer to pay the lender/lessor regardless of ADT's performance hereunder. ADT makes no recommendations on lending or leasing sources and is not responsible for Customer's selection of a lending or leasing source, or the terms of Customer's agreement with its lender/lessor, and ADT hereby disclaims any and all liability in connection with Customer's arrangements with its lender/lessor.

10. Changes to Services. Except as otherwise set forth in a separate Appendix to this Agreement, any changes to the Agreement or to the Services will be by written change order, amendment or rider signed by duly authorized representatives of Customer and ADT that describes the changes and sets and sets forth the amount of money to be added or removed from the Total Price and/or the adjustment of time to complete the Services (a "Change Order"). ADT shall have no obligation to perform any change to Services in the absence of a Change Order. Customer may not cancel any equipment specially ordered for Customer or for labor and shipping costs already incurred. Customer shall be responsible for any restocking fees and shipping and handling charges incurred by ADT as a result of any requested changes to the Services. Change Orders shall include additional terms and conditions if the nature of the changes are outside of the scope of the original Agreement.

11. Duration of Agreement. The Agreement will be effective as of the date set forth on Page 1 of the Proposal and will remain in effect until the completion of the Services. However, except as set forth in a separate Appendix to this Agreement, the Agreement may be terminated early by either party upon giving thirty (30) days written notice to the other party.

12. Disclaimer of Legal Advice. In the course of performing the Services, ADT may give advice or opinions regarding the impact of certain security and risk-related laws or regulations on the business of the Customer. However, Customer is hereby put on notice that ADT is not a law firm, it does not engage in the practice of law, and it does not render any legal advice. Customer is advised to seek its own legal counsel regarding any legal issues relating to its business, including issues relating to any Services. By entering into the Agreement, Customer specifically acknowledges this disclaimer and advice to consult with counsel set forth in this Section.

13. Confidentiality. Each party acknowledges that material and information which has or will come into its possession or knowledge in connection with this Performance or in the performance of the Services may consist of confidential and proprietary information of the other party, the disclosure of which to third parties would be damaging. Confidential information shall include any information relating to the identity of the party's customers, the nature of their relationship with their customers, the nature of the other party's business, or the rates charged by it to third parties. The parties agree not to make use of this information other than for the performance of the Agreement, to release it only to employees requiring such information and only after ensuring that such employees are aware of the terms of this Section, and not to release or disclose it to any other party other than as required by law. The parties further agree not to use any Services performed under the Agreement for advertising, portfolio, or other promotional purposes without the written consent of the other party. Confidential information shall not include any information that: (a) was, is, or becomes public information through no fault of the receiving party; (b) is in the possession of the receiving Party before the commencement of this Agreement where that party can provide written proof thereof; (c) is developed by ADT independently of the Customer; (d) must be disclosed pursuant to or as required by law or by a court or other tribunal of competent jurisdiction; (e) is disclosed to the receiving Party by a third party with a right to disclose such information; or (f) is disclosed by a party to a third party with the express written consent of the other party. This obligation of confidentiality shall survive termination of the Agreement for a period of three (3) years.

14. Intellectual Property. The parties acknowledge that one or both parties may have certain intellectual property rights that may be revealed or provided to the other party in accordance with the Agreement. Each party acknowledges that the Agreement does not grant any right or title of ownership in their respective intellectual property rights to the other unless specifically provided in the Agreement. Any intellectual property shall remain the originator's property unless otherwise provided in the Agreement.

15. Independent Contractors. ADT is an independent contractor and not an employee, agent, joint venture, or partner of Customer. Nothing in this Agreement shall be interpreted or construed to create or establish the relationship of employer and employee between the parties or any employee or agents of ADT. Since ADT is an independent contractor to Customer, ADT shall retain the right to perform work and services for other parties during the term of this Agreement. Neither party shall have the power, nor shall either party represent that it has the power, to bind the other party to or to assume or create any obligations, express, or implied, on behalf of the other party. Customer will not provide fringe benefits, including, but not limited to, life, disability, and health insurance, paid vacation, worker's compensation, or any other employee benefits, for the benefit of ADT's employees, agents, or independent contractors.

16. Indemnification. Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all claims, actions, suits, liabilities, costs, and expenses (including attorney's fees) brought against either of them for or on account of bodily injury (including death) or property damage, to the extent that such claims, actions, suits, liabilities, costs, and expenses (including reasonable attorney's fees) arise out of or result from the negligent or willful acts or omissions of the indemnifying party, its employees, agents, or independent contractors, in the performance of its obligations under this Agreement. By entering into the Agreement, Customer acknowledges that the indemnity obligations in this Section were mutually negotiated.

17. Limitation of Liability. For box sales and test and inspect services, and sprinkler services (including but not limited to installation, testing, inspection, repair and maintenance), notwithstanding any contrary provision of the Agreement, Customer expressly agrees that in no event shall ADT's liability to Customer or any third party for any claim based on any legal theory in connection with any acts, omissions, errors, delays and/or interruptions relative to the Services exceed the total amount paid by Customer to ADT pursuant to the Agreement, or, in the case of recurring services, monitoring services or hosted services, the total amount paid by Customer to ADT for such Services in the preceding six (6) month period.

18. Mutual Waiver of Consequential Damages. ADT and Customer waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes damages incurred by the Customer for loss of use, income, profit, loss by reason of facility shut down or fluctuation in facility service or operation, loss of electronic or other data, Customer claims, or other economic loss or personal injury in connection with or arising out of the existence, furnishing, functioning or use of the work, Services, goods, and/or materials provided by ADT, including any damages arising from any theft by a third party.

19. Assignment. Neither Customer nor ADT may assign this Agreement or the obligations created thereby without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, ADT may assign this Agreement to a company under common ownership or control and may subcontract with third parties to perform any or all of its obligations under this Agreement.

20. Binding on Successors. Subject to any restrictions stated in any other provision of the Agreement, the Agreement will be binding on and will inure to the benefit of the Parties and their respective successors and permitted assigns. None of the provisions of the Agreement are intended to provide any rights or remedies to any person (including without limitation any employees, customers, or creditors of either of the parties hereto), other than the Parties and their

respective successors and permitted assigns.

21. Severability. In the event that any of the provisions of the Agreement should be held invalid or unenforceable by law, such invalidity or unenforceability will not affect the validity or enforceability of any other provision of the Agreement.

22. Entire Agreement. The Agreement contains the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes any and all prior oral and/or written understandings and agreements. There are no oral or written agreements, representations, or understandings by or between the parties affecting the Agreement or related to the Services to be performed by ADT. By entering into the Agreement, each Party is relying solely on its own judgment, investigation, and advice, and such other investigation, advice, legal counsel, and technical consultation as it deems appropriate.

23. Non-Solicitation. Customer and ADT agree that ADT has made an investment in its employees and subcontractors ("Personnel") which is not easily measured or ascertained. Should Customer (or any of its subsidiaries or divisions) hire such Personnel, ADT shall be damaged in an amount that cannot be easily measured. Therefore, Customer agrees to pay to ADT as liquidated damages the amount of thirty-five percent (35%) of the annual gross salary of such Personnel (which shall be calculated by multiplying by twelve (12) the monthly salary on the last day of the Personnel's employment) in the event that Customer (or any of its subsidiaries or divisions) hires such Personnel at any time during the term of this Agreement or within three (3) years after the termination of this Agreement. The Parties agree that the liquidated damages specified in this section are a reasonable forecast of just compensation to ADT and not a penalty or punitive amount.

24. Governing Law and Attorney's Fees. The parties knowingly, expressly, and willingly, and as a matter of agreed-upon risk allocation, agree that all disputes under or relating to this Agreement or otherwise shall be decided in accordance with the substantive laws of the State where the Services are performed without regard to the conflict of laws provisions thereof. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved through binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules in the location closest to where the Services are performed, and judgment on the award rendered by the arbitrator(s) may be entered exclusively in the Superior Court of the County where the Services are performed, and by entering into the Agreement, Customer and ADT voluntarily consent to jurisdiction in such court. The substantially prevailing party in the arbitration shall be entitled to recover its reasonable attorneys' fees, costs (including arbitration and collection costs), and expenses incurred in connection therewith.

25. Force Majeure. ADT shall not be responsible for any delays or costs caused by acts of nature or God, including but not limited to force majeure events, or for any other cause beyond ADT's reasonable control. ADT shall be entitled to a Change Order and reimbursement for all demonstrable costs incurred due to Force Majeure and an extension of time equivalent to the delay caused by Force Majeure.

26. Customer Cooperation. Customer shall permit or arrange for reasonable access to the premises by ADT's design, installation, and maintenance personnel. Customer shall cooperate with ADT in obtaining any and all necessary consents and waivers from the owner of the Premises in connection with the Services and shall supply all supplemental equipment and facilities necessary for the installation, such as structural changes, conduits, back boxes, commercial power electrical wiring, outlets, and associated equipment, equipment room(s), and necessary operating environment as specified by the manufacturers of any goods or equipment to be installed. This pricing specified in the Agreement is based upon Customer's premises and facilities being available to allow ADT to perform continuous, uninterrupted work between 7:30 am and 4:30 pm, Monday through Friday, pursuant to a prearranged schedule. Customer shall provide free and clear access to all work areas including the removal of furniture, shelving, and other impediments .Additional labor will be billed if ADT's labor schedule is altered or unscheduled overtime is required by reason of ADT's inability to have access to the premises and facilities.

27. Risk of Loss. This Section shall govern risk of loss of goods, materials and equipment notwithstanding ownership of the same pursuant to Section 9 hereof. ADT shall bear the risk of loss or damage to the goods, materials, and equipment while the same are in transit until delivery to Customer's premises. ADT shall be responsible for loss or damage to the goods, materials, and equipment during testing or installation to the extent directly caused by ADT's employees or agents, but not by others. Customer shall be responsible for security and proper storage of goods, material, and equipment after delivery to Customer's premises and shall be responsible for loss or damage. For ADT owned equipment, Customer shall keep all installed and uninstalled equipment owned by ADT insured against all risks of loss in an amount equal to the replacement cost and, at ADT's request, list ADT on the policy as the "loss payee."

28. Delays. ADT will not be responsible for delays and damages due to delays either by Customer or other contractors that impede progress and scheduling of the Services. Any such delays that cause ADT to incur more labor hours to complete the Services or overtime hours than was originally bid will be the subject of an equitable adjustment to the Contract Price and Customer shall pay the same. ADT will give appropriate notice when possible to the Customer prior to either the Customer or ADT incurring such charges. ADT shall be reimbursed for all costs incurred by ADT or its subcontractors due to work by others that alters or delays the Services, whether before, during, or after ADT has started performing the Services.

29. Hazardous Materials. Hazardous materials abatement is excluded. This includes, but is not limited to asbestos and lead and any other materials defined as being radioactive, infectious, hazardous, dangerous, or toxic by any federal, state, or local statute, regulation, or ordinance. If ADT encounters hazardous materials, it will immediately stop work in the affected area (as determined in ADT's discretion) until remediated by Customer. Customer agrees it will indemnify and hold ADT, its employees, officers, directors and affiliates harmless from and against any claim, suit or proceeding and loss or liability arising from or related to any toxic substance, pollution or contamination that ADT does not bring to or generate on the Project site to the proportionate extent such claim, suit or proceeding or loss or liability is associated with such hazardous waste, toxic substance, pollution or contamination, including but not limited to bodily injury (including death) to persons, damages to property, disposal and replacement costs for contaminated equipment and materials, fines and other remediation costs, and damage and/or loss of natural resources.

30. Systems Management, Optimization, Maintenance, and Backup. Unless ADT is specifically hired to perform security systems management, administration, optimization, maintenance or data backups and such work is specified in the Scope of Work, these tasks must be performed by others and will not be performed by ADT. Customer assumes all responsibility for performance of these mission critical tasks and assumes all responsibility for ensuring that any equipment will perform as anticipated in any of Customer's systems. Customer warrants that, if applicable, it has all necessary bandwidth (wired or wireless) to accommodate all equipment covered under this Agreement. ADT's Work does not include maintaining copies of Customer system configuration or user databases for any systems, unless Customer specifically hires ADT to do so under a Performance Optimization, Data Management and Backup, or Maintenance Program. ADT also does not keep copies of Customer system administrator passwords. If the information referenced above is lost by Customer, access to applications may not be possible, and Customer may be required to perform extensive software and or database rebuilds. Customer hereby acknowledges and accepts full responsibility for all tasks outlined in this section, and further acknowledges that ADT is not responsible for loss of data, integrity, passwords, system configuration, databases, backups, or other information.

31. Wireless Devices. Customer acknowledges and agrees that any wireless devices, including but not limited to, wireless local area network (WLAN or WiFi) networks and paths, wireless motion detectors, wireless smoke detectors, wireless door and window contacts, wireless home automation transmitters, and other wireless devices installed under this Agreement are not physically connected to the system (e.g., by electrical wire) and require a radio frequency network or path to operate. THESE WIRELESS DEVICES WILL NOT OPERATE, AND ANY ALARM WILL NOT SOUND, IF THE RADIO FREQUENCY NETWORK OR PATH IS IMPAIRED, INTERRUPTED, OR BECOMES INOPERABLE FOR ANY REASON WHATSOEVER. THESE WIRELESS DEVICES MAY USE FREQUENCIES AND SIGNAL PATHS THAT ARE NOT ENCRYPTED, AND ARE THUS SUBJECT AND VULNERABLE TO, INTERRUPTION, INTERCEPTION, INTERFERRENCE, CORRUPTION, ALTERATION, BLOCKAGE, MANIPULATION, AND TAMPERING. It is Customer's sole responsibility to maintain all wireless local area network (WLAN or WiFi) networks and paths. ADT recommends that Customer regularly inspects any wireless network and wireless devices and test them weekly to help maintain continued operation. ADT also recommends that Customer carefully reads and follows the owner's manual, instructions and warnings for all equipment, including all wireless devices.

32. Notices. Any and all notices permitted or required to be given under this Agreement shall be in writing and shall be deemed duly given: (i) upon actual delivery if delivery is by hand or by nationally recognized overnight express mail; or (ii) upon receipt by the sending party of a confirmation or answer back if delivery is by email, or (iii) after three (3) days following delivery into the mail if delivery is by postage paid certified return receipt requested mail. Each such notice shall be sent to the respective party at the address indicated on the first page of this Agreement or to any other address or person that the respective party may designate by written notice delivered pursuant hereto.

33. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement, (ii) technical data, (iii) software, (iv) information, or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify, and save harmless ADT from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by ADT as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.

34. Software. Any software provided with the Equipment or in connection with the Services is proprietary to ADT and/or ADT's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated Equipment with which it was furnished. A separate Software License Agreement or End User License Agreement between ADT and/or the software publisher may be required to use the software and/or obtain updates/upgrades.

35. Survival. Those provisions which by their sense are intended to survive the cancellation, expiration or termination of the Agreement, including, by way of example only, the indemnification and limit of liability obligations contained therein, shall survive the cancellation, expiration or termination of the Agreement for whatever reason.

36. Waiver. The waiver, by either party, of a breach or violation of any provision of this Agreement shall not operate as, or be considered, to be a waiver of any subsequent breach thereof.

APPENDIX 7 – MONITORING

This Appendix shall be the exclusive terms and conditions applicable to monitoring services provided by ADT to Customer (referred to in this Appendix 7 as "Subscriber"). Appendices 2 and 3 do not apply to any such monitoring services, even if attached to the Proposal. Any terms and conditions set forth in a Master Agreement (or similar document) between the parties do not apply to monitoring services.

1. Scope of Agreement. ADT will provide (or cause to be provided) the alarm monitoring and notification services specified on the Proposal for the security alarm system at the location(s) shown in the Proposal. References in this Appendix 7 to ADT shall mean, as the case may be, ADT or the company retained by ADT to provide the alarm monitoring and monitoring services set forth herein.

2. Service to be Provided. The alarm monitoring and notification services to be provided shall be provided on a continuing twenty-four (24) hour basis seven (7) days a week. The monitoring and notification services shall consist of the receipt of signals from Subscriber's security alarm system and providing notification to Subscriber's designees as specified in this Appendix in the event of an alarm. The services shall be via cable, telephone lines, internet protocol, and/or radio/cellular.

3. Term. The initial term of this Appendix shall be for Twelve (12) Months (the "Initial Term"). The Initial Term shall begin on the date all equipment is installed and is operational, and when any necessary communications connection is completed. NOTE: Payment of all charges for installation and equipment is a precondition to the activation of the equipment and any recurring services the Subscriber has selected.

4. Auto Renew. Upon the expiration of the Initial Term, all monitoring services shall automatically renew for successive terms of one (1) year each (each, a "Renewal Term"); provided that the Subscriber may, by providing written notice to ADT no less than thirty (30) (and no more than sixty (60)) days prior to the date of such auto renewal, cancel such auto renewal with respect to monitoring services.

5. Pricing Change. ADT may increase the monitoring charges (for any or all locations covered by this Agreement) after the first year of the Initial Term for each such location (but no more than once in any twelve (12) month period) by giving Subscriber thirty (30) days prior written notice.

6. Early Termination. In the event that the Subscriber terminates any monitoring services during the Initial Term or during a Renewal Term, Subscriber shall pay to ADT, in addition to all other charges due prior to termination, the charges remaining to be paid for the unexpired portion of the Initial Term or Renewal Term (as the case may be) for such monitoring services. Subscriber acknowledges and agrees that this amount is an agreed upon early termination charge in the nature of liquidated damages, and is not a penalty.

7. Notification Services; Information Required from Subscriber. a) The Subscriber shall furnish to ADT and supplement and update Exhibit B, including a complete and accurate list of names and telephone numbers of all persons to be contacted by ADT in the event of an alarm (the "Call List"). ADT shall be entitled to rely in full upon all information in the most recent signed and dated Call List received from Subscriber, regardless of any earlier or later Call List or other information provided. In order to modify the Call List, Subscriber shall complete, sign, date, and submit to the ADT a new Call List. ADT will not rely on any unsigned Call List or any alarm monitoring information not contained on a signed, dated Call List. Additional fees apply for the following services: any changes to the Call List, system code changes and any special reports requested by Subscriber.

b) Upon receipt of an alarm signal from Subscriber, ADT shall promptly notify the person(s) or entity(ies) identified on the Call List. Notification of Police (PD), Fire (FD), the alarm location (LOC), Guard Service (FR), and/or Subscriber's designated Responsible Party(ies) shall proceed in the order indicated on the Call List. Where "RP" is designated, ADT shall call the Responsible Parties identified on the Call List, proceeding in the order listed until a Responsible Party responds with the correct Pass Code. If no Responsible Party answers, the "RP" notification shall be deemed complete when ADT has called each phone number listed on the Call List. It is expressly agreed that ADT is entitled to rely on any direction provided by a Responsible Party who provides a correct Pass Code, including a direction to discontinue further notifications. ADT shall be deemed to have fully discharged any duty to the Subscriber under the Agreement when it has completed all notifications indicated in the Codes and Procedures. All notifications shall be by telephone using the phone number(s) listed unless otherwise indicated on the Call List. Local governmental regulations and industry standards designed to reduce false alarms may result in conditions or restrictions on the dispatch of emergency response providers in response to an alarm, and such conditions or restrictions may result in delays of notification of authorities or require that additional measures be taken to verify the alarm before dispatch. We do not guarantee that such additional measures will be successful or that emergency response providers will be dispatched should an alarm occur.

8. Subscriber's Alarm Equipment. The Subscriber shall be solely responsible for the testing of all alarm equipment utilized on the Subscriber's premises and agrees that such equipment shall be maintained, operated, and tested regularly and in accordance with the manufacturer's recommendations. ADT's obligations under the Agreement exclude any testing, operation, or maintenance of Subscriber's equipment or systems. The Subscriber shall not maintain or use any devices that interfere with the effectiveness and/or functioning of the alarm system. Under no circumstances shall ADT be responsible or liable for the performance of any alarm equipment on the Subscriber's premises.

9. Limitation of Services. The services described herein are only deterrents and notifications. ADT does not guarantee that such deterrents will prevent theft, loss or damage. The Subscriber acknowledges that no representations have been made concerning the services to be rendered other than as specified in the Agreement. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, ADT MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE SYSTEM, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. ADT NEITHER REPRESENTS NOR WARRANTS: THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; THAT THE SYSTEM WAS DESIGNED TO OR WILL PREVENT ANY LOSS BY BURGLARY, HOLD UP, FIRE, PHYSICAL INJURY, MEDICAL CONDITION OR ILLNESS, OR OTHERWISE; OR THAT THE SYSTEM WILL PROVIDE THE DETECTION OR RESPONSE FOR WHICH IT IS INTENDED. SUBSCRIBER AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY ADT SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; SUBSCRIBER REPRESENTS THAT SUBSCRIBER HAS NOT RELIED ON ANY STATEMENT, REPRESENTATION, ACTION, OR OTHER CONDUCT BY ADT IN ELECTING TO ENTER INTO THIS AGREEMENT OR THAT, ABSENT SUCH REPRESENTATION, SUBSCRIBER WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO SUBSCRIBER. THIS AGREEMENT GIVES SUBSCRIBER SPECIFIC LEGAL RIGHTS, AND SUBSCRIBER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**

10. Notification of Authorities. Upon receipt of an alarm signal from Subscriber, ADT shall notify persons and entities specified on the Call List, and further may, but shall have no obligation to, notify police, fire, or other authorities not listed on Call List. Subscriber shall promptly pay any costs, fees, fines or charges by any government or emergency response entity, including "false alarm" or similar, in connection with any notification of an alarm regardless of whether such government/entity is specified in the Codes and Procedures or the Call List. ADT may invoice Subscriber for such costs, fees, fines or charges. Certain cities have policies that require alarm verification prior to dispatching emergency services. Subscriber is to inquire with the applicable municipality about any such verification requirements and what steps, if any, must be taken in the event of an alarm. **NOTE:** In jurisdictions where required, a Direct Connection to the Municipal Police, Fire Department or other Agency shown shall be provided. In addition, certain states require alarm verification before ADT can contact a law enforcement agency for alarm dispatch. Subscriber understands and agrees that signals transmitted hereunder will be monitored in Municipal Police and/or Fire Departments or other locations and that the personnel of such Municipal Police and/or Fire Departments or other locations are not the agents of ADT, nor does ADT assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. In certain states, Subscribers using the protected premise to store firearms or ammunition and which hold a valid federal firearms license as a manufacturer, importer, or dealer of firearms ammunition may opt out of the alarm verification process by contacting ADT.

11. Payments. Upon entering into the Agreement, Subscriber shall pay the amounts set forth in the Proposal for setup of the monitored alarm account, alarm monitoring fees (billable in advance), and any permit fees specified on Exhibit A. Subscriber shall be responsible for and shall reimburse ADT for all taxes, permits, fees, and fines, arising out of the monitoring services, including but not limited to (i) any costs, fees, fines or charges referenced in Section 10 hereof and (ii) any permit fees set forth on Exhibit A hereof, and/or (iii) any taxes imposed by any governmental agency.

12. Communications Media: Limitations. Subscriber recognizes that the alarm signals and communications contemplated under this Appendix are transmitted over telephone or other cable lines, internet protocol, or by radio/cellular, and the maintenance and performance of such lines, networks, or radio/cellular systems are beyond the control of ADT. Under no circumstances shall ADT be responsible or liable for any failure of performance or malfunction due to ineffective transmission through lines under the control of third parties, including but not limited to telephone companies, cable companies, other utilities, or due to malfunctioning radio systems.

13. Waiver of Consequential Damages; Limitation of Liability. IN NO EVENT WILL ADT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED. SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CERTAIN CIRCUMSTANCES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO SUBSCRIBER. SUBSCRIBER AGREES TO FILE ANY LAWSUIT OR OTHER ACTION SUBSCRIBER MAY HAVE AGAINST ADT OR ADT'S ASSIGNEES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES WITHIN ONE (1) YEAR FROM THE DATE OF THE EVENT THAT CAUSED THE CLAIM, LOSS, DAMAGE OR LIABILITY. THE LIMITATION OF LIABILITY AS HEREIN SET FORTH IS KNOWINGLY FIXED BY THE PARTIES HERETO AS LIQUIDATED DAMAGE AND NOT AS A PENALTY. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE SERVICES PROVIDED UNDER THIS APPENDIX ARE SOLELY FOR SUBSCRIBER'S CONVENIENCE, AND ADT IS NOT AN INSURER OF SUBSCRIBER'S SECURITY OR ALARM SYSTEMS OR OF ANY FAILURE TO REPORT AN ALARM. SUBSCRIBER SHALL SEPARATELY OBTAIN ANY INSURANCE IT MAY DESIRE AGAINST SUCH RISKS. THE PRICING CONTEMPLATED IN THE AGREEMENT IS BASED ON ADT'S COST OF PROVIDING THE SERVICES AND DOES NOT TAKE INTO ACCOUNT ANY ASSUMPTION OF RISK OR RESPONSIBILITY BEYOND THE LIMITATIONS AGREED HEREIN. THE AGREED PRICING IS NOT SUFFICIENT TO WARRANT THE ASSUMPTION OF ANY RISK OF CONSEQUENTIAL OR OTHER DAMAGES TO THE SUBSCRIBER DUE TO ANY FAILURE TO PERFORM, FAILURE OF ANY EQUIPMENT OR SYSTEMS, FAILURE OF ANY ALARM TO BE RECEIVED BY ADT FROM THE SUBSCRIBER, OR BECAUSE OF ANY DELAY IN OR FAILURE OF ADT TO DISPATCH PUBLIC AUTHORITIES, FIRE, POLICE, OR OTHERS TO INVESTIGATE OR RESPOND TO AN ALARM. SUBSCRIBER SPECIFICALLY AGREES THAT ADT SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF ANY ACTUAL OR ALLEGED FAILURE TO DETECT, REPORT, PREVENT, OR MITIGATE ANY EVENT WHICH HAS, MAY, OR SHOULD RESULT IN AN ALARM. ADT'S LIABILITY UNDER THIS APPENDIX, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY OF RECOVERY, SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY SUBSCRIBER TO ADT UNDER THE AGREEMENT. THIS SUM SHALL BE SUBSCRIBER'S EXCLUSIVE REMEDY AND THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL LOSS, DAMAGE, INJURY OR DEATH, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTING DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY, FROM THE PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT, OR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FROM THE NEGLIGENCE, ACTIVE OR OTHERWISE, OF ADT, ADT'S ASSIGNEES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IN THE EVENT OF ANY EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER, ALL OF THE PROVISIONS, LIMITATIONS AND DISCLAIMERS HEREIN RELATING TO ADT LIABILITIES SHALL SUR VIVE SUCH EXPIRATION OR EARLY TERMINATION. IF SUBSCRIBER WISHES ADT TO ASSUME A GREATER DOLLAR LIABILITY THAN PROVIDED FOR IN THIS AGREEMENT, SUBSCRIBER MAY OBTAIN FROM ADT A HIGHER LIMIT BY PAYING A HIGHER MONITORING CHARGE TO ADT. IF SUBSCRIBER ELECTS TO EXERCISE THIS OPTION, A RIDER SHALL BE ATTACHED TO THIS AGREEMENT, SETTING FORTH SUCH HIGHER LIMIT AND ADDITIONAL COST, BUT SUCH RIDER SHALL IN NO WAY BE INTERPRETED TO HOLD ADT LIABILITY IN EXCESS OF SUCH PROVISIONS.

14. Events Beyond ADT's Control. Communication lines, cable, telephone lines, internet connections/protocols, radio/cellular systems or equipment and instruments used by ADT in the performance of its services may be destroyed or substantially damaged by fire or other catastrophes and ADT may be unable to secure or retain connections or privileges necessary for the transmission of signals between or among the alarm location, the ADT's facilities, any central monitoring station, Call List designees, police or fire dispatch centers having jurisdiction over the alarms, or other parties, all of which events are beyond ADT's control. ADT shall have no liability for events beyond its control. Should conditions beyond ADT's control, including but not limited to strike, flood, riot, fire, explosion, war, conflict, line damage, antenna failure, communications network failure, or other causes beyond the reasonable control of the ADT, hinder or prevent the performance of ADT's services, then ADT (upon learning of the issue) will notify the Subscriber as soon as is reasonably practical of the nature and extent thereof and the approximate anticipated duration. Upon such notification either party shall have the following options: (a) to proceed under this Appendix; or (b) to terminate this Agreement. If the Agreement is terminated, the Subscriber shall pay to ADT all fees and charges through the date of termination and the ADT shall refund any prepaid amount through the date of termination., less any equipment charges still due for ADT owned equipment. Upon such payment, the contractual relationship between the parties shall terminate.

15. Indemnity. SUBSCRIBER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS ADT FROM AND AGAINST ALL CLAIMS, INCLUDING THIRD PARTY CLAIMS, LIABILITIES AND DAMAGES (INCLUDING WITHOUT LIMITATION EXPENSES, COSTS AND ATTORNEYS' FEES) RELATING TO THE DESIGN, INSTALLATION, PERFORMANCE OR OPERATION OF THE SYSTEM, THE MONITORING OF THE SYSTEM, AND ANY RISKS, LOSSES, DAMAGES, INJURIES, DEATH OR OTHER EFFECTS OF ANY HAZARD OR EVENT THAT OCCURS AT OR AROUND THE PREMISES, INCLUDING, BUT

NOT LIMITED TO, SUCH CLAIMS OR LIABILITIES THAT ARE BASED UPON THE NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, AND/OR STRICT LIABILITY BY ADT, OUR ASSIGNEES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES. SUBSCRIBER'S INDEMNIFICATION OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

16. Integration. The terms and conditions stated herein constitute the final complete agreement between the Subscriber and ADT with respect to monitoring services. This Agreement may not be modified in any respect except by a subsequent writing executed by the Subscriber and ADT.

17. Subcontracting; Assignment. Neither party may assign the Agreement without the express prior written consent of both parties. ADT may, in ADT's sole discretion and without notice to Subscriber or any other person, provide to any actual or prospective assignee, purchaser, transferee, or participant, any information that ADT have or know pertaining to this Agreement. Subscriber acknowledges that this Agreement and particularly those paragraphs relating to ADT's disclaimer of warranties and limited liability and third party indemnification, inure to the benefit of, and are applicable to, any assignees and subcontractors with the same force and effect as they bind Subscriber to ADT. Subscriber further acknowledges that any assignees of this Agreement shall not be responsible for claims, liabilities, or damages which accrued prior to the date of assignment.

18. Governing Law. This Appendix shall be interpreted and construed in accordance with the laws of the State where the monitored premises are located.

19. Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement or the collection of any sums due hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in such action or proceeding, or on any appeal there from.

20. Notices. Notices, other than fee adjustments, shall be deemed given when delivered in person, delivered via reputable overnight courier service (such as FedEx or UPS) or delivered by USPS certified mail, return receipt requested, addressed to the parties at the addresses set forth in the Proposal. All changes of address must be in writing and delivered as provided in this Section.

21. Survival. The provisions of this Appendix pertaining to consequential damages, liability limitation, events beyond ADT's control, termination, indemnity, integration, and severability shall survive any termination or expiration of the Agreement.

22. Severability. If any provision in this Appendix is held to be invalid or unenforceable, such provision will be enforced to the maximum possible extent, and all other provisions will remain valid and enforceable.

23. Waiver of Jury Trial. Each party hereby waives any right to trial by jury in any suit, action or other legal proceeding brought by either party.

The following provisions apply to monitoring systems that include Mobile Control by Alarm.com.

Subscriber acknowledges that (i) it has read and accepted the Alarm.com terms below, and (ii) Subscriber must activate its Alarm.com account online pursuant to the instructions given to Subscriber by Alarm.com, and until Subscriber so activates its Alarm.com account, Subscriber will only have Alarm.com Signal Forwarding services and NOT Mobile Control services, which means, among other things, that Subscriber will not have the enhanced Mobile Control service, which means, among other things, that Subscriber will not have the enhanced Mobile Control service known as "Entry Delay Crash and Smash," which makes it difficult for an intruder to disarm Subscriber's panel upon entry into your premises. In addition, once Subscriber's Alarm.com account is activated, in order to maintain the enhanced Mobile Control services, Subscriber must arm/set its alarm system at least once every 30 calendar days. If Subscriber fails to arm/set its alarm system at least once every 30 days, then Subscriber will automatically and without further notice only have Alarm.com Signal Forwarding services going forward until such time as Subscriber contacts ADT or Alarm.com to reactivate Subscriber's Mobile Control services. Therefore, ADT strongly encourages Subscriber to activate its Alarm.com account and arm/set its alarm system often, but at a minimum every 30 days, in order to retain the enhanced Mobile Control services.

Subscriber has agreed to purchase commercial security, video, still-photo imaging and/or home automation products and services from an independently owned and operated security services dealer (**"Dealer"**) pursuant to an agreement with the Dealer (**"Dealer Agreement"**). Alarm.com Incorporated, a Delaware corporation, has authorized the Dealer to market and sell Alarm.com's services (**"Services"**) to Subscriber with certain hardware and other products, including communication modules, video, imaging and/or home automation devices (**"Equipment"**) that enable the Services. Sections A1 through A12 herein constitute the terms and conditions of Alarm.com's offering of the Equipment and Services ("Terms") and are part of Subscriber's agreement with the Dealer and contain, among other things, important warranty disclaimers (Section A4) and limitations of liability (Section A5) applicable to the Services and the Equipment. By signing the agreement with the Dealer, accessing the Alarm.com customer website or mobile applications, or using any other part of the Services and/or Equipment, subscriber Agrees to be bound by these Alarm.com Terms. Subscriber agree that these Alarm.com Terms may be enforced by ADT directly.

A1. Pursuant to the Dealer Agreement, Subscriber has agreed to purchase the Services and/or Equipment from the Dealer. The Dealer is an independent contractor and not an agent of Alarm.com. Subscriber acknowledges and agrees that (a) Subscriber has had the opportunity to read and review these Alarm.com Terms before entering into the Dealer Agreement, (b) Subscriber accepts the Alarm.com Terms and agrees to be bound by them, and (c) if, for any reason, Subscriber does not remain an Alarm.com subscriber or if the Services become unavailable to Subscriber for any reason, Subscriber will have no right of refund, return or deinstallation with respect to any Services or any Equipment, except if and to the extent otherwise required by law. ADT or Alarm.com may modify these Alarm.com Terms from time to time to comply with applicable law.

A2. The Equipment may contain proprietary software of Alarm.com that is embedded in the Equipment. Alarm.com solely owns and retains all rights, including all intellectual property rights, in the embedded software and all other Alarm.com materials (together, **"Materials"**) and Services. Subscriber will not (a) use, or cause or permit any other person or entity to use, any Materials or Services to design, build, market, or sell any similar or substitute product or service, or (b) cause, perform, or permit (i) the copying, decompilation, disassembly, or other reverse engineering of any Materials, (ii) the transferring or purported resale, licensing or sublicensing of any Materials, or (iii) the removal, delivery, or exportation of any Materials outside the United States or any other act in violation of any relevant export laws or regulations.

A3. If Subscriber's Services include emergency two-way voice over a cellular or internet connection, Subscriber acknowledges that the two-way voice connection may be interrupted or unable to connect, that the call may be dropped, and that the sound quality may be distorted or impossible to understand. By accepting the emergency two-way voice service, Subscriber understands and accepts the limitations inherent in cellular and internet technology and the consequences if the technology does not operate as designed. If Subscriber's Services include video or still-photo image cameras, the video clips and still-photo images generated from such cameras are stored on our servers and may be viewed by Subscriber only for a limited time based on the quantity of storage Subscriber has ordered from its Dealer. Alarm.com has no control over and take no responsibility for the placement of cameras and their view. Subscriber agrees to use the cameras and associated video and still-photo imaging features of the Services in compliance with all laws, including privacy and consumer protection laws, and not for any illegal purposes, including invasion of privacy or illicit conduct, and Alarm.com may disconnect the cameras from the Services if Subscriber, in Alarm.com's sole determination, breaches this covenant. Alarm.com does not guarantee the receipt, clarity or quality of any images that may be adversely impacted by, for example, lighting, Internet and wireless communication facilities and transmission quality, electrical interference, weather and other conditions beyond Alarm.com's control. Alarm.com may disclose stored video clips and still-photo images in response to a subpoena or a government request or order. If the Equipment provided by Subscriber's Dealer includes an Alarm.com image sensor device that also is being used as a motion sensor, then Subscriber understands and accepts that the motion sensor may not operate as designed and may be affected by conditions outside Alarm.com's control, which may cause the device to malfunction or provide false readings. If the Equipment provided by Subscriber's Dealer includes home automation devices (such as thermostats, lighting controls and door locks), Subscriber understands that such devices may not work together with the Equipment and Alarm.com Services, and Subscriber

may be unable to control the devices using the Equipment or Alarm.com Services. Alarm.com makes no representations or warranties regarding the quality, function or effectiveness of any such home automation devices.

A4. THE SOLE WARRANTY PROVIDED BY ALARM.COM WITH RESPECT TO THE SERVICES, MATERIALS AND EQUIPMENT IS A LIMITED WARRANTY TO USE COMMERCIALLY REASONABLE EFFORTS TO CORRECTOR BYPASS A MATERIAL DEFECT IN THE SERVICES, IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THESE ALARM.COM TERMS ("LIMITED WARRANTY"). THE LIMITED WARRANTY IS NOT EXTENDED TO SUBSCRIBER UNLESS SUBSCRIBER HAS ACCEPTED THESE ALARM.COM TERMS AND REMAIN BOUND BY THESE TERMS AND CONDITIONS. THE LIMITED WARRANTY IS FOR SUBSCRIBER'S BENEFIT ONLY AND MAY NOT BE ENFORCED BY ANY OTHER PERSON OR ENTITY. EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO SERVICES, ALL SERVICES, EQUIPMENT AND MATERIALS THAT ARE OR MAY BE PROVIDED BY ALARM.COM ARE PROVIDED "AS IS," WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALARM.COM DISCLAIMS (A) ALL EXPRESS WARRANTIES TO SUBSCRIBER OTHER THAN THIS LIMITED WARRANTY, (B) ALL IMPLIED WARRANTIES TO SUBSCRIBER OF ANY KIND, AND (C) ALL WARRANTIES TO OR FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES DISCLAIMED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDE ALL WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, QUIET ENJOYMENT, OR NON-INFRINGEMENT. EXCEPT FOR THE LIMITED WARRANTY, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF ALL SERVICES, ALL EQUIPMENT AND ALL ALARM.COM MATERIALS SHALL BE WITH SUBSCRIBER. ALARM.COM SHALL HAVE NO RESPONSIBILITY FOR EQUIPMENT WHICH IS MANUFACTURED BY THIRD PARTIES.

A5. (A) SUBSCRIBER AGREES THAT ALARM.COM IS NOT AN INSURER OF SUBSCRIBER'S PROPERTY OR THE PERSONAL SAFETY OF PERSONS IN OR AROUND SUBSCRIBER'S PREMISES. THE PRICES THAT ALARM.COM CHARGES FOR THE SERVICES AND EQUIPMENT REFLECT THE VALUE OF THE GOODS AND SERVICES ALARM.COM PROVIDES AND NOT THE VALUE OF SUBSCRIBER'S PREMISES OR ITS CONTENTS OR ANY LOSSES ASSOCIATED WITH PERSONAL INJURY OR DEATH. INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON YOUR PREMISES SHALL BE OBTAINED BY SUBSCRIBER FROM A THIRD PARTY. (B) ALARM.COM IS NOT ASSUMING RESPONSIBILITY FOR ANY LOSSES (DIRECTOR INDIRECT), IRRESPECTIVE OF CAUSE, THAT MAY OCCUR EVEN IF DUE TO ALARM.COM'S NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THESE TERMS OR ANY DEALER AGREEMENT OR OTHER BASIS. IF, NOTWITHSTANDING THESE TERMS, ALARM.COM IS HELD TO BE LIABLE TO SUBSCRIBER, OR ANY INVITEES, AGENTS, EMPLOYEES OR OTHERS, FOR BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, OR UNDER ANY OTHER THEORY OF LEGAL LIABILITY FOR ANY FAILURE OF THE SERVICES, MATERIALS OR EQUIPMENT, THEN THE LIMITATION OF ALARM.COM'S LIABILITY FOR ANY AND ALL HARM, DAMAGES, INJURY OR LOSS SHALL BE THE GREATER OF ONE THOUSAND DOLLARS ($1,000.00) OR THE ANNUAL AMOUNT THAT ALARM.COM RECEIVES FOR SUBSCRIBER'S USE OF THE SERVICES. (C) SUBSCRIBER HEREBY WAIVES ANY AND ALL CLAIMS FOR DAMAGES EXCEEDING THE LIMITS SET FORTH HEREIN FOR ALL HARM, DAMAGES, INJURY OR LOSS INCURRED, INCLUDING BUT NOT LIMITED TO ACTUAL, DIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGE AND LOSSES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, PERSONAL INJURY OR DEATH. UNDER NO CIRCUMSTANCES WILL ALARM.COM BE LIABLE TO SUBSCRIBER FOR ANY CONSEQUENTIAL DAMAGES. (D) SUBSCRIBER MAY OBTAIN FROM ALARM.COM A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL FEE TO ALARM.COM. IF SUBSCRIBER ELECTS THIS OPTION, A RIDER WILL BE ATTACHED TO THESE ALARM.COM TERMS WHICH WILL SET FORTH THE AMOUNT OF THE HIGHER LIMITATION OF LIABILITY AND THE AMOUNT OF THE FEE. AGREEING TO THE HIGHER LIMITATION OF LIABILITY DOES NOT MEAN THAT ALARM.COM IS AN INSURER. SUBSCRIBER WAIVES ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST ALARM.COM THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR HARM, DAMAGES, INJURY OR LOSS TO SUBSCRIBER OR ANY OTHER PERSON OR ENTITY.

A6. Subscriber agrees and acknowledges that the Services, Materials and Equipment may not detect, observe, view, or prevent an unauthorized intrusion onto the premises or any other emergency condition such as fire, smoke, carbon monoxide, medical emergencies or water damage. Subscriber agrees and acknowledges that the use of the Services, Materials and/or Equipment is voluntary.

A7. If any of Subscriber's employees, guests, relatives, invitees, or insurers, or any other person or entity connected to Subscriber, or any person or entity who seeks to assert rights they claim are derived from Subscriber's relationship with Alarm.com, attempts to hold Alarm.com responsible for any harm, damages, injury or loss (including property damage, personal injury or death) connected with or resulting from any alleged (a) failure of the Services, Materials or Equipment, (b) negligence (including gross negligence), (c) improper or careless activity of Alarm.com, or (d) claim for indemnification or contribution, then Subscriber will repay to Alarm.com (i) any amount that Alarm.com is required to pay or that Alarm.com agrees to pay in settlement of the claim, and (ii) the amount of Alarm.com's reasonable attorney's fees and any other losses and costs that Alarm.com may incur in connection with the harm, damages, injury or loss.

A8. Subscriber understands and agrees that these Alarm.com Terms, and particularly Sections A4, A5, A6, A7, and A8, shall (a) apply to and protect the employees, officers, shareholders, parent companies, directors, agents, licensors, representatives, subcontractors, affiliates and assignees of Alarm.com, and (b) be binding on Subscriber's heirs, administrators, custodians, trustees, agents and successors.

A9. TO THE EXTENT PERMITTED BY LAW, SUBSCRIBER AGREES THAT NO LAWSUIT OR ANY OTHER LEGAL PROCEEDING CONNECTED WITH THE SERVICES OR EQUIPMENT SHALL BE BROUGHT OR FILED BY SUBSCRIBER MORE THAN ONE (1) YEAR AFTER THE INCIDENT GIVING RISE TO THE CLAIM OCCURRED. IN ADDITION, TO THE EXTENT PERMITTED BY LAW, ANY SUCH LEGAL PROCEEDING SHALL NOT BE HEARD BEFORE A JURY, AND EACH PARTY GIVES UP ANY RIGHT TO A JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, SUBSCRIBER AGREES THAT SUBSCRIBER WILL NOT BRING ANY CLASS ACTION LAWSUIT AGAINST ALARM.COM OR BE A REPRESENTATIVE PLAINTIFF OR PLAINTIFF CLASS MEMBER IN ANY SUCH LAWSUIT.

A10. These Alarm.com Terms shall be governed by the law of the State of Delaware, without giving effect to its rules of conflict of laws. If Subscriber is a resident or business located in the State of California, the following applies: If either Subscriber or Alarm.com commences a lawsuit for a dispute arising under or related to these Alarm.com Terms or in any way relating to the Services, such suit shall be submitted to general judicial reference in Los Angeles, California pursuant to California Code of Civil Procedure section 638 et seq. and 641 through 645.1 or any successor statutes thereto.

A11. If any provision of these Alarm.com Terms or the application of any such provision to any person, entity or circumstance shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of these Alarm.com Terms. The parties intend that all disclaimers of warranties, limitations of liability, and exclusions of damages in these Alarm.com Terms shall be upheld and applied to the maximum extent permitted by law. Alarm.com is an intended third-party beneficiary of these Alarm.com Terms and shall have the right to enforce and/or otherwise invoke any and all provisions set forth in any of these Alarm.com Terms directly. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

A12. SUBSCRIBER EXPRESSLY UNDERSTANDS AND AGREES THAT SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ALARM.COM AND THE UNDERLYING CARRIER. IN ADDITION, SCRIBER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO SCRIBER, AND SUBSCRIBER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

EXHIBIT A

ALARM PERMITS

Is a Permit required?

The City where the monitored premises are located (the “City”) does not currently require an alarm permit (the “Permit”).

Is there a fee for the Permit?

X The City does not currently charge an annual fee for the Permit (“Permit Fee”).

_ The City charges a Permit Fee, which, as of the date of this Agreement, is .

Who obtains the permit?

_ Based on City requirements, Subscriber is responsible for obtaining the Permit (and any necessary renewals) directly from the City. Subscriber will pay any Permit Fee directly to the City.

_ ADT shall obtain the initial Permit for Subscriber. Any initial Permit Fee will be invoiced to Subscriber together with the fees set forth in Section 7 of this Appendix. So long as, at the time of expiration of the current permit, the monitoring services remain in place, ADT shall obtain any renewals and invoice Subscriber for the cost of such Permit Fees (due upon receipt).

_ The City requires that ADT obtain the initial Permit for Subscriber. ADT will obtain the Permit, and ADT will invoice Subscriber for any Permit Fee (due upon receipt). So long as, at the time of expiration of the current permit, the monitoring services remain in place, ADT will also obtain any renewals. Again, ADT will invoice Client for the Permit Fees (due upon receipt).

(REMAINDER OF PAGE INTENTIONALLY BLANK - SIGNATURES ON FOLLOWING PAGE)

Acceptance

NOTICE: Our charges under this agreement are based on your agreement to receive and pay for the services for a full Twelve (12) month term.

IF THIS AGREEMENT IS TERMINATED BY YOU PRIOR TO THE END OF THE THEN-CURRENT TERM, EXCEPT AS OTHERWISE PROVIDED HEREIN, YOU AGREE TO PAY US THE SERVICE CHARGES THAT WOULD HAVE BEEN PAYABLE BY YOU FOR THE REMAINING TERM OF THE AGREEMENT BUT FOR THE EARLY TERMINATION HEREOF.

Agreed and accepted as of the date set forth above. All checked items and options, and the attachments represented by such checked items and options are a part of this Proposal which, once fully executed, shall also be referred to herein as the "Agreement."

Customer Authorized Representative	Printed Name	Title	Date

ADT Representative	Printed Name	Title	Date
Kenisha Black	Kenisha Black	Commercial Sales Manager	9/15/2020

ADT Authorized Manager	Printed Name	Title	Date

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ADT Commercial

COMMERCIAL PROPOSAL AND SALES AGREEMENT

890956949

Branch:	6675	Sales Representative:	Jordan Blake	Today's Date:	9/15/2020

Customer Information			
Business Name:	WILLIAMSON COUNTY FACILITIES	Phone:	(661)992-1106
Address:	3101 SE INNER LOOP GEORGETOWN, TX 786266317	Billing Address:	3101 SE INNER LOOP GEORGETOWN, TX 786266317

Investment Summary

Total Equipment and Installation Charge: $1,764.82

Customer agrees to pay the Total Equipment and Installation Charge shown above, plus applicable taxes (collectively, the "Equipment Charges"). Simultaneously with the execution of this Agreement, Customer shall pay $0.00 of these Equipment Charges, with a remaining balance of $1,764.82 to be paid upon completion of the installation and as a precondition of activation of the Equipment and, if applicable, connection to the Central Station or direct connection service.

Recurring Service Charges: $74.53 per month

In addition to the Equipment Charges, Customer agrees to pay the Recurring Service Charges shown above, plus applicable taxes (collectively, the "Service Charges") for the usage of any ADT Owned Equipment and any other recurring services selected, such Service Charges to be paid Annual, in advance. Customer has made an advance payment of Service Charges in the amount of $0.00 at the time of sale.

Licenses and Permit Charge: $0.00

Customer agrees to pay the total Licenses and Permit Charge shown above (collectively, the "License and Permit Charge"). Customer shall pay $0.00 at the time of sale.

Term Length: 12 Months

Our charges under this agreement are based on your agreement to receive and pay for the services for a full Twelve (12) month term.

Site Location Information			
Location Name:	WILLIAMSON COUNTY IT WAREHOUSE		
Address:	301 INNER LOOP SE GEORGETOWN, TX 786267586		
Site #:	950357441	Phone:	(512)943-1599

System Design Information			
System Design Name:	Warehouse Rewire	Job #:	
Equipment Ownership:	Customer Owned		
Warranty Period:	90 Days		

Services

Warehouse Rewire	
ESuite	eSuite Premier - No PIN Management: Sites: 1
	Open/Close Logging Service
Monitoring	ADDL AREAS: 1
	Burglary
Service Plan	ADT Protection Plan: Monthly ADT Protection Plan Charge (Existing Equipment): 10
Signaling	AlarmNet GSM: PrimaryCell
	E-Secure

Equipment List

Quantity	Description	Included in Service Plan
1	Pir Motion Detector, 35 Ft Fan Pattern	Yes
900	22/4 STR CM/CL2 5C SB WHT	Yes
1	Wired 8 - Zone Expander	Yes

Equipment & Installation Total	$1,764.82
Estimated Taxes	$0.00
Monthly Fee	$74.53

Existing Equipment

Quantity	Description	Included in Service Plan
1	Pro1 Large Fix-Eng Keypad (Hardwire)	Yes
4	CONTACT SURFACE MOUNT WHITE	Yes
2	Pir Motion Detector, 35 Ft Fan Pattern	Yes
1	LTE CONTROLLER-RADIO,CAT1, LTE-XV	Yes
1	EXPAND,8 ZONE PLUS SERIES VISTA-20P	Yes

Scope Of Work

ADT is proposing to re-wire the existing burglar alarm system in the warehouse due to renovations to the building. One new motion detector will be installed at the rear warehouse door, and devices in that area will be connected to the panel through a zone expander in the warehouse. The system will transmit signals through an existing cell communicator, which also allows for the customer to have remote administrative capabilities.

Protection One/ADT assumes all existing equipment (including wire) to be in proper working order. Any devices either existing or installed by others, that are found to be faulty or unusable may be eliminated from the system or, with Customer approval, be replaced by Protection One/ADT on a quoted basis.

The monthly service fee includes our ADT Protection Plan, a service that provides a full warranty on all equipment installed and will cover service/maintenance visits free of charge in most cases.

Also included in the monthly fee is annual inspections of the system.

Inclusions/Exclusions

General Notes

All prices quoted and any other offers made in this Proposal are valid for thirty (30) days from the date of this Proposal, after which they are automatically withdrawn and this Proposal shall be void.

All prices set forth in this Proposal are based on the assumption that Customer will countersign this Proposal and this Proposal will be the operative document between the parties. If instead of countersigning this Proposal, Customer submits a different document for consideration (such as a purchase order or contract), then legal review will be necessary and the prices set forth in this Proposal will be increased accordingly.

Except in the case where the "Rough Order of Magnitude Only" box is checked above, all pages of the Proposal must be initialed and/or signed where indicated and returned. Proposals returned with missing pages, initials or signatures shall be void.

Appendices

The following appendices are incorporated into the Proposal:

X Appendix 1: Warranty
X Appendix 2: General Terms and Conditions
_ Appendix 3: NASPO Terms and Conditions
_ Appendix 4: ATM Install Terms and Conditions
_ Appendix 5: ATM Software Support Agreement
_ Appendix 6: Recurring Services Terms and Conditions
X Appendix 7: Monitoring Agreement
_ Appendix 8: Brivo Hosted AVC and Video Terms and Conditions
_ Appendix 9: Avigilon Terms and Conditions
_ Appendix 10: Special Provisions

Master Agreement

X Customer and ADT are not parties to a Master Agreement (or similar document). This Proposal is governed by all terms and conditions as checked in the Appendices Section.

_ Customer and ADT are parties to a Master Agreement (or similar document). This Proposal is governed by the terms and conditions of such Master Agreement. However, any terms and conditions, and special provisions as checked shall apply to the Proposal as well. Items listed in this Proposal as having no warranty are applicable to this Proposal as well. In the event of any conflict between the Master Agreement and the checked provisions of this Proposal and/or any "no warranty" items in this Proposal, the provisions of this Proposal shall prevail. If Customer is not the end user (that is, if there are additional parties as set forth in the "Contract Chain" above), then Appendix 10 must be included in this Proposal. If Appendix 10 is not so included, this Proposal shall be void. Such a Master Agreement (or similar document) does not apply if NASPO is checked on this Proposal.

APPENDIX 1 - WARRANTIES

EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH BELOW, ADT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

GENERAL WARRANTY

ADT warrants that the work and services to be performed pursuant to the Proposal will be completed by qualified personnel possessing the knowledge and capability to perform such work and services, and that such work and services shall be performed by such personnel in a professional and workman like manner. Where the Proposal includes the provision of "professional" Services by ADT (services that are required to be performed by a licensed engineer, architect, or other professional), the standard of care for such Services shall be the care and skill ordinarily employed by members of the profession practicing under similar conditions at the same time and locality of the relevant Services.

LIMITED WARRANTIES

Equipment. ADT warrants equipment sold under the Proposal for a period of 90 Days.

Installations. ADT warrants installation of equipment for a period of 90 Days beginning at Substantial Completion (excluding software defects).

Software Installation. ADT warrants software installation and programming by ADT for a period of 90 Days beginning at Substantial Completion (excluding software defects).

ATM Services. ADT warrants installation of ATM equipment and other ATM-related services (excluding test and inspection services) for a period of 90 Days beginning at Substantial Completion.

As used herein, "Substantial Completion" is defined as the stage that the work is sufficiently complete so that the Customer has beneficial use of the equipment and/or premises involved in the work. For a project involving multiple phases or facilities, Substantial Completion shall be determined, and the limited warranty shall run, for each phase or facility separately. Substantial Completion excludes commissioning.

During the warranty periods set forth above, ADT will at its cost, repair or, at its option, replace, any defective part of the equipment ADT installs or service ADT performs. ADT may, at its option, use new or reconditioned parts for replacements.

We perform repair services only during our normal working hours which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. IF YOU REQUEST US TO PERFORM REPAIR SERVICES OUTSIDE OF OUR NORMAL WORKING HOURS, THEN WE MAY REQUIRE YOU TO PAY FOR OUR SERVICES AT OUR THEN-CURRENT RATES FOR LABOR.

ADT Service Plan/Extended Service Plan. Subject to the limitations and exclusions set forth in this Appendix 1, if Customer has subscribed to an ADT Service Plan/Extended Service Plan, then in lieu of the Limited Warranties set forth herein, ADT shall, at its cost, perform such repairs as set forth in the ADT Service Plan/Extended Service Plan for the term of such plan.

NO WARRANTY

Software Upgrades. Purchases of Software Upgrades have no warranty from ADT. Notwithstanding anything to the contrary in the Proposal or in any Master Agreement between the parties, any liability of ADT related to software upgrades pursuant to the Proposal shall be limited to the Total Price set forth in the Proposal.

Manufacturer Software Support and Services. Purchases of manufacturer software support and services have no warranty from ADT. A purchase of manufacturer software support may entitle Customer to software version upgrades. Any labor to install and commission the software upgrades is not included unless specifically set forth in the Proposal. Notwithstanding anything to the contrary in the Proposal or in any Master Agreement between the parties, any liability of ADT related to software upgrades pursuant to the Proposal shall be limited to the Total Price set forth in the Proposal.

Sprinklers. ADT does not warrant any sprinkler services (including but not limited to installation, testing, inspection, repair and maintenance) provided by ADT ("Sprinkler Work") against failures or against defects in the materials or workmanship provided. However, if any replacement part or item of equipment installed by ADT proves defective, ADT will extend to the Customer the benefits of any warranty ADT has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates then in effect. THERE ARE NO WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SPRINKLER WORK PERFORMED HEREUNDER, AND THE SOLE AND EXCLUSIVE REMEDY OF THE CUSTOMER FOR FAILURES OR DEFECTS IN THE SPRINKLER WORK PERFORMED IS TO HAVE THE SPRINKLER WORK REDONE AT THE CUSTOMER'S EXPENSE.

eSRG. Consulting services performed by the ADT eSRG team carry no warranty from ADT beyond the general warranty set forth above.

Design. Design services performed by ADT carry no warranty from ADT beyond the general warranty set forth above.

Monitoring Services. Monitoring Services carry no warranty from ADT. If applicable, see Appendix 7 for additional information.

Hosted Services. Hosted Services carry no warranty from ADT. If applicable, see Appendix 8 and Appendix 9 for additional information.

EXCLUSIONS

ADT's warranty does not include:
a. Damage or malfunction due to accident, acts of nature (including lightning strikes), improper operation, power surge/loss, misuse, neglect, unauthorized modification or repair or use in a manner for which the equipment was not intended;
b. Consumable items such as printer print heads or access cards, and items designed to fail in order to protect the equipment (such as fuses and surge suppressors);
c. Technician services for troubleshooting, removing or replacing any failed component not covered by this warranty which may include upgrading or otherwise modifying and fixing Customer provided computer equipment;
d. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with the equipment or replacement parts performed by any person or entity other than ADT without ADT's prior written approval, or any use of replacement parts not supplied by ADT, either of which shall void and cancel all warranties with respect to the affected products and/or Services.
e. Software defects; and/or
f. Telephone line malfunctions or modifications to Customer's telephone service that render it incompatible with the equipment or the central station.

APPENDIX 2 – GENERAL TERMS AND CONDITIONS

1. Work and Services to Be Performed/Provided. ADT agrees to perform the work and provide the goods, software, licenses and services that are described in the Proposal. If the Proposal contains options, then ADT shall only perform those options that have been chosen by the Customer. All items to be performed pursuant to the Proposal are referred to herein as the "Services." ADT is solely responsible for choosing the manner and methods of performing the Services by its employees, agents, and/or independent contractors. Equal quality products, materials, and parts from different manufacturers may be substituted to overcome delivery problems or replacement of discontinued items. Substituted items will meet or exceed original parts specifications. Submittals, shop drawings, as-built record drawings and O&M documentation are excluded, unless specifically included in the Scope of Work or required by project specifications. Any such submittals, drawings and/or documentation shall be in Adobe Portable Document Format (PDF) only. The Proposal, when accepted by Customer, shall be considered the "Agreement" between the parties.

2. Reports. The Services may include prepared reports or other written deliverables (each, a "Report"). Customer may not necessarily agree with certain statements made, or positions taken by ADT in a Report. However, Customer acknowledges that by retaining ADT for the Services, Customer is relying on the opinions and expertise of ADT. ADT has no obligation to modify any Report to adopt a position that the Customer believes is more favorable or advantageous than prior statements made, or positions taken, by ADT. If Customer does not accept any such Report, ADT may withdraw from the engagement and Customer shall be obligated to compensate ADT for all Services (including the Report at issue) through the date of withdrawal.

3. Compensation and Payment Terms. Customer agrees to fully pay ADT any and all invoices and/or expense reimbursement requests within thirty (30) days of the date of any such invoice and/or reimbursement request. Extension of credit for billing is subject to approval of ADT's credit department and is not included in the Proposal. Any payment not received within thirty (30) days of an invoice or reimbursement request shall be subject to an additional charge at the rate of 1.5% per month of the outstanding balance due or the highest rate of interest permitted by applicable law, whichever is less. ADT may, at its discretion and without waiving any rights, elect to suspend performance of any and all work if any payment is not received within ten (10) days after the due date. In the event that any payment due ADT is collected at law or through, or under advice from, an attorney-at-law, or through a collection agency, Customer agrees to pay all costs of collection, including without limitation, all court costs and reasonable attorney's fees. If Customer opts to pay ADT for an invoice with a credit card, ADT reserves the right to add a 3% processing fee to the total cost of the work.

If the Proposal specifies fixed or lump sum pricing, the Total Price will be billed upon the completion of all Services performed.

If the Proposal specifies Time & Materials, GMP/GMAX/MACC, cost reimbursable, or cost-plus pricing, ADT will invoice Customer upon completion of all Services performed.

For ADT owned equipment, Customer shall pay ADT per the schedule set forth in the Proposal at the time and for the duration set forth in the Proposal.

4. Sales Taxes. Unless specifically itemized in the Proposal, estimated sales taxes and other taxes due to city, state, or county government applicable in the United States are not included in the Proposal. All such taxes shall be the responsibility of Customer. For services to be provided outside of the United States, all Value Added Taxes (VAT), General Service Taxes (GST), Consumption Taxes, Import/Export Duties, Withholding and any other taxes or fees due to a sovereign nation are excluded and are the responsibility of Customer.

5. Bonds. If payment and performance bonds are required by Customer in writing in advance of the execution of the Agreement by Customer, the total price set forth in the Proposal shall include an administration fee of 2.5% of what the total price would have been without such bond (excluding applicable sales tax). If such bond is not requested by Customer until after the execution of the Agreement by Customer, Contractor shall enter into a Change Order reflecting an administration fee of 2.5% of the total price of the Agreement (excluding applicable sales tax). ADT shall not be required to obtain any bonds until such Change Order has been executed by Customer.

6. Insurance. Certificates of Insurance are available upon Customer request. Upon Customer request, such COI shall name Customer and all other parties in the "Contract Chain" as additional insureds. Any customer-requested insurance beyond what ADT normally carries is excluded from the pricing in the Proposal and shall be paid for by Customer.

7. Schedule Dates. ADT shall diligently endeavor to make timely delivery and installation and otherwise to timely complete the Services according to a mutually agreed "Implementation Schedule." If no implementation schedule is developed or agreed upon, ADT shall diligently endeavor to complete the Services within a reasonable time. Except as expressly provided in the Proposal, ADT shall, under no circumstances, be deemed to be in default hereunder or be liable for damages, special, consequential, or otherwise, resulting from delays in delivery, installation, or other completion of the Services. Minor omissions or variances in performance of the Services, which do not materially and adversely affect the Customer's use of installed systems, equipment, goods, or materials, or the operation thereof, shall not be deemed to have postponed substantial or final completion. Unless otherwise arranged in writing, Services shall be performed during normal business hours (7:30 am to 4:30 pm, Monday – Friday, except holidays). Services performed outside of normal business hours will result in ADT's then current surcharges for such Services.

8. Installation / Site Conditions. For any Services to be performed on-site, ADT will arrange for such Services in accordance with specifications, drawings and instructions provided by Customer, which specifications and drawings are considered a part of this Agreement. Whenever applicable, suitable foundations, wall openings, curbing holes, pits, tunnels, culvert piping, grouting, surrounding masonry and concrete, canopies and architectural enclosures, and sun screens shall be constructed by others at Customer's cost. Unless otherwise set forth in the Scope of Work, Customer shall also provide at its own expense the power and lighting that is required for proper operation of any equipment. If, through no fault of ADT, ADT cannot proceed with the work within a reasonable time after delivery of the equipment and/or ADT's arrival at the work site, Customer shall pay ADT's actual expenses, including, but not limited to, additional service fees and any storage fees incurred by ADT in waiting to proceed or in returning to Customer's premises to perform the work. Customer shall notify ADT of any cancellations forty-eight (48) hours in advance of any scheduled service call. Failure to so notify will result in an additional service fee charged to Customer. Unless otherwise set forth in the Scope of Work, Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the installation of the equipment which are legally required at the time that the installation is done. Customer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. In the event that ADT is required, in connection with the installation of the equipment, to do additional work either because Customer did not prepare the job site, or because the drawings, wiring, or other work done by Customer or for Customer by others, was not properly represented in the drawing supplied to ADT, ADT shall have the option of doing the additional work required to complete the job, and will charge Customer at ADT's current prevailing rates for such work, or, of abandoning the installation and being paid in full by Customer upon demand therefore. Any additional amounts so charged shall be due within ten (10) days of receipt of invoice by Customer. Customer represents to ADT that it has an interest in the real estate on which the equipment is to be installed and that has the authority to and hereby authorizes ADT to do the work as provided in this Agreement.

9. Ownership of Equipment. Ownership of any equipment installed pursuant to this Agreement shall be described in the "Transaction Type" Section of the Proposal. For an outright sale, equipment that is purchased by Customer shall become the property of Customer upon the later of installation (or delivery to Customer if the equipment is not to be installed) and payment in full as set forth in Section 3 hereof. Until the equipment becomes the property of Customer, we retain ownership of the equipment we install at your premises. For ADT owned equipment, ADT will retain ownership of all installed equipment. Upon termination of the Agreement (or portion of the Agreement pertaining to the equipment), ADT shall have the right to enter upon Customer's premises to either remove or disable such equipment. Failure to allow ADT to so remove or disable the equipment shall result in Customer being liable to ADT for: (a) ADT's reasonable charges for the equipment, and (b) reimbursement to ADT for any other costs (including reasonable attorneys' fees) incurred by ADT in seeking to gain access to remove the equipment and/or to collect such charges. ADT shall have no obligation to repair the premises after any such removal. ADT's removal, disablement or abandonment of such equipment does not constitute a waiver of ADT's right to collect any other charges due under the Agreement. If Customer has elected to finance the purchase of some or all of the equipment with a third party lender or leasing company, then title to the equipment may be held by Customer's lender/lessor as security for Customer's loan/lease obligations. The terms of Customer's agreement with the lender/lessor may require Customer to maintain insurance, may make Customer responsible for various other costs and fees, and may obligate Customer to pay the lender/lessor regardless of ADT's performance hereunder. ADT makes no recommendations on lending or leasing sources and is not responsible for Customer's selection of a lending or leasing source, or the terms of Customer's agreement with its lender/lessor, and ADT hereby disclaims any and all liability in connection with Customer's arrangements with its lender/lessor.

10. Changes to Services. Except as otherwise set forth in a separate Appendix to this Agreement, any changes to the Agreement or to the Services will be by written change order, amendment or rider signed by duly authorized representatives of Customer and ADT that describes the changes and sets and sets forth the amount of money to be added or removed from the Total Price and/or the adjustment of time to complete the Services (a "Change Order"). ADT shall have no obligation to perform any change to Services in the absence of a Change Order. Customer may not cancel any equipment specially ordered for Customer or for labor and shipping costs already incurred. Customer shall be responsible for any restocking fees and shipping and handling charges incurred by ADT as a result of any requested changes to the Services. Change Orders shall include additional terms and conditions if the nature of the changes are outside of the scope of the original Agreement.

11. Duration of Agreement. The Agreement will be effective as of the date set forth on Page 1 of the Proposal and will remain in effect until the completion of the Services. However, except as set forth in a separate Appendix to this Agreement, the Agreement may be terminated early by either party upon giving thirty (30) days written notice to the other party.

12. Disclaimer of Legal Advice. In the course of performing the Services, ADT may give advice or opinions regarding the impact of certain security and risk-related laws or regulations on the business of the Customer. However, Customer is hereby put on notice that ADT is not a law firm, it does not engage in the practice of law, and it does not render any legal advice. Customer is advised to seek its own legal counsel regarding any legal issues relating to its business, including issues relating to any Services. By entering into the Agreement, Customer specifically acknowledges this disclaimer and advice to consult with counsel set forth in this Section.

13. Confidentiality. Each party acknowledges that material and information which has or will come into its possession or knowledge in connection with this Performance or in the performance of the Services may consist of confidential and proprietary information of the other party, the disclosure of which to third parties would be damaging. Confidential information shall include any information relating to the identity of the party's customers, the nature of their relationship with their customers, the nature of the other party's business, or the rates charged by it to third parties. The parties agree not to make use of this information other than for the performance of the Agreement, to release it only to employees requiring such information and only after ensuring that such employees are aware of the terms of this Section, and not to release or disclose it to any other party other than as required by law. The parties further agree not to use any Services performed under the Agreement for advertising, portfolio, or other promotional purposes without the written consent of the other party. Confidential information shall not include any information that: (a) was, is, or becomes public information through no fault of the receiving party; (b) is in the possession of the receiving Party before the commencement of this Agreement where that party can provide written proof thereof; (c) is developed by ADT independently of the Customer; (d) must be disclosed pursuant to or as required by law or by a court or other tribunal of competent jurisdiction; (e) is disclosed to the receiving Party by a third party with a right to disclose such information; or (f) is disclosed by a party to a third party with the express written consent of the other party. This obligation of confidentiality shall survive termination of the Agreement for a period of three (3) years.

14. Intellectual Property. The parties acknowledge that one or both parties may have certain intellectual property rights that may be revealed or provided to the other party in accordance with the Agreement. Each party acknowledges that the Agreement does not grant any right or title of ownership in their respective intellectual property rights to the other unless specifically provided in the Agreement. Any intellectual property shall remain the originator's property unless otherwise provided in the Agreement.

15. Independent Contractors. ADT is an independent contractor and not an employee, agent, joint venture, or partner of Customer. Nothing in this Agreement shall be interpreted or construed to create or establish the relationship of employer and employee between the parties or any employee or agents of ADT. Since ADT is an independent contractor to Customer, ADT shall retain the right to perform work and services for other parties during the term of this Agreement. Neither party shall have the power, nor shall either party represent that it has the power, to bind the other party to or to assume or create any obligations, express, or implied, on behalf of the other party. Customer will not provide fringe benefits, including, but not limited to, life, disability, and health insurance, paid vacation, worker's compensation, or any other employee benefits, for the benefit of ADT's employees, agents, or independent contractors.

16. Indemnification. Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all claims, actions, suits, liabilities, costs, and expenses (including attorney's fees) brought against either of them for or on account of bodily injury (including death) or property damage, to the extent that such claims, actions, suits, liabilities, costs, and expenses (including reasonable attorney's fees) arise out of or result from the negligent or willful acts or omissions of the indemnifying party, its employees, agents, or independent contractors, in the performance of its obligations under this Agreement. By entering into the Agreement, Customer acknowledges that the indemnity obligations in this Section were mutually negotiated.

17. Limitation of Liability. For box sales and test and inspect services, and sprinkler services (including but not limited to installation, testing, inspection, repair and maintenance), notwithstanding any contrary provision of the Agreement, Customer expressly agrees that in no event shall ADT's liability to Customer or any third party for any claim based on any legal theory in connection with any acts, omissions, errors, delays and/or interruptions relative to the Services exceed the total amount paid by Customer to ADT pursuant to the Agreement, or, in the case of recurring services, monitoring services or hosted services, the total amount paid by Customer to ADT for such Services in the preceding six (6) month period.

18. Mutual Waiver of Consequential Damages. ADT and Customer waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes damages incurred by the Customer for loss of use, income, profit, loss by reason of facility shut down or fluctuation in facility service or operation, loss of electronic or other data, Customer claims, or other economic loss or personal injury in connection with or arising out of the existence, furnishing, functioning or use of the work, Services, goods, and/or materials provided by ADT, including any damages arising from any theft by a third party.

19. Assignment. Neither Customer nor ADT may assign this Agreement or the obligations created thereby without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, ADT may assign this Agreement to a company under common ownership or control and may subcontract with third parties to perform any or all of its obligations under this Agreement.

20. Binding on Successors. Subject to any restrictions stated in any other provision of the Agreement, the Agreement will be binding on and will inure to the benefit of the Parties and their respective successors and permitted assigns. None of the provisions of the Agreement are intended to provide any rights or remedies to any person (including without limitation any employees, customers, or creditors of either of the parties hereto), other than the Parties and their

respective successors and permitted assigns.

21. Severability. In the event that any of the provisions of the Agreement should be held invalid or unenforceable by law, such invalidity or unenforceability will not affect the validity or enforceability of any other provision of the Agreement.

22. Entire Agreement. The Agreement contains the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes any and all prior oral and/or written understandings and agreements. There are no oral or written agreements, representations, or understandings by or between the parties affecting the Agreement or related to the Services to be performed by ADT. By entering into the Agreement, each Party is relying solely on its own judgment, investigation, and advice, and such other investigation, advice, legal counsel, and technical consultation as it deems appropriate.

23. Non-Solicitation. Customer and ADT agree that ADT has made an investment in its employees and subcontractors ("Personnel") which is not easily measured or ascertained. Should Customer (or any of its subsidiaries or divisions) hire such Personnel, ADT shall be damaged in an amount that cannot be easily measured. Therefore, Customer agrees to pay to ADT as liquidated damages the amount of thirty-five percent (35%) of the annual gross salary of such Personnel (which shall be calculated by multiplying by twelve (12) the monthly salary on the last day of the Personnel's employment) in the event that Customer (or any of its subsidiaries or divisions) hires such Personnel at any time during the term of this Agreement or within three (3) years after the termination of this Agreement. The Parties agree that the liquidated damages specified in this section are a reasonable forecast of just compensation to ADT and not a penalty or punitive amount.

24. Governing Law and Attorney's Fees. The parties knowingly, expressly, and willingly, and as a matter of agreed-upon risk allocation, agree that all disputes under or relating to this Agreement or otherwise shall be decided in accordance with the substantive laws of the State where the Services are performed without regard to the conflict of laws provisions thereof. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved through binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules in the location closest to where the Services are performed, and judgment on the award rendered by the arbitrator(s) may be entered exclusively in the Superior Court of the County where the Services are performed, and by entering into the Agreement, Customer and ADT voluntarily consent to jurisdiction in such court. The substantially prevailing party in the arbitration shall be entitled to recover its reasonable attorneys' fees, costs (including arbitration and collection costs), and expenses incurred in connection therewith.

25. Force Majeure. ADT shall not be responsible for any delays or costs caused by acts of nature or God, including but not limited to force majeure events, or for any other cause beyond ADT's reasonable control. ADT shall be entitled to a Change Order and reimbursement for all demonstrable costs incurred due to Force Majeure and an extension of time equivalent to the delay caused by Force Majeure.

26. Customer Cooperation. Customer shall permit or arrange for reasonable access to the premises by ADT's design, installation, and maintenance personnel. Customer shall cooperate with ADT in obtaining any and all necessary consents and waivers from the owner of the Premises in connection with the Services and shall supply all supplemental equipment and facilities necessary for the installation, such as structural changes, conduits, back boxes, commercial power electrical wiring, outlets, and associated equipment, equipment room(s), and necessary operating environment as specified by the manufacturers of any goods or equipment to be installed. This pricing specified in the Agreement is based upon Customer's premises and facilities being available to allow ADT to perform continuous, uninterrupted work between 7:30 am and 4:30 pm, Monday through Friday, pursuant to a prearranged schedule. Customer shall provide free and clear access to all work areas including the removal of furniture, shelving, and other impediments .Additional labor will be billed if ADT's labor schedule is altered or unscheduled overtime is required by reason of ADT's inability to have access to the premises and facilities.

27. Risk of Loss. This Section shall govern risk of loss of goods, materials and equipment notwithstanding ownership of the same pursuant to Section 9 hereof. ADT shall bear the risk of loss or damage to the goods, materials, and equipment while the same are in transit until delivery to Customer's premises. ADT shall be responsible for loss or damage to the goods, materials, and equipment during testing or installation to the extent directly caused by ADT's employees or agents, but not by others. Customer shall be responsible for security and proper storage of goods, material, and equipment after delivery to Customer's premises and shall be responsible for loss or damage. For ADT owned equipment, Customer shall keep all installed and uninstalled equipment owned by ADT insured against all risks of loss in an amount equal to the replacement cost and, at ADT's request, list ADT on the policy as the "loss payee."

28. Delays. ADT will not be responsible for delays and damages due to delays either by Customer or other contractors that impede progress and scheduling of the Services. Any such delays that cause ADT to incur more labor hours to complete the Services or overtime hours than was originally bid will be the subject of an equitable adjustment to the Contract Price and Customer shall pay the same. ADT will give appropriate notice when possible to the Customer prior to either the Customer or ADT incurring such charges. ADT shall be reimbursed for all costs incurred by ADT or its subcontractors due to work by others that alters or delays the Services, whether before, during, or after ADT has started performing the Services.

29. Hazardous Materials. Hazardous materials abatement is excluded. This includes, but is not limited to asbestos and lead and any other materials defined as being radioactive, infectious, hazardous, dangerous, or toxic by any federal, state, or local statute, regulation, or ordinance. If ADT encounters hazardous materials, it will immediately stop work in the affected area (as determined in ADT's discretion) until remediated by Customer. Customer agrees it will indemnify and hold ADT, its employees, officers, directors and affiliates harmless from and against any claim, suit or proceeding and loss or liability arising from or related to any toxic substance, pollution or contamination that ADT does not bring to or generate on the Project site to the proportionate extent such claim, suit or proceeding or loss or liability is associated with such hazardous waste, toxic substance, pollution or contamination, including but not limited to bodily injury (including death) to persons, damages to property, disposal and replacement costs for contaminated equipment and materials, fines and other remediation costs, and damage and/or loss of natural resources.

30. Systems Management, Optimization, Maintenance, and Backup. Unless ADT is specifically hired to perform security systems management, administration, optimization, maintenance or data backups and such work is specified in the Scope of Work, these tasks must be performed by others and will not be performed by ADT. Customer assumes all responsibility for performance of these mission critical tasks and assumes all responsibility for ensuring that any equipment will perform as anticipated in any of Customer's systems. Customer warrants that, if applicable, it has all necessary bandwidth (wired or wireless) to accommodate all equipment covered under this Agreement. ADT's Work does not include maintaining copies of Customer system configuration or user databases for any systems, unless Customer specifically hires ADT to do so under a Performance Optimization, Data Management and Backup, or Maintenance Program. ADT also does not keep copies of Customer system administrator passwords. If the information referenced above is lost by Customer, access to applications may not be possible, and Customer may be required to perform extensive software and or database rebuilds. Customer hereby acknowledges and accepts full responsibility for all tasks outlined in this section, and further acknowledges that ADT is not responsible for loss of data, integrity, passwords, system configuration, databases, backups, or other information.

31. Wireless Devices. Customer acknowledges and agrees that any wireless devices, including but not limited to, wireless local area network (WLAN or WiFi) networks and paths, wireless motion detectors, wireless smoke detectors, wireless door and window contacts, wireless home automation transmitters, and other wireless devices installed under this Agreement are not physically connected to the system (e.g., by electrical wire) and require a radio frequency network or path to operate. THESE WIRELESS DEVICES WILL NOT OPERATE, AND ANY ALARM WILL NOT SOUND, IF THE RADIO FREQUENCY NETWORK OR PATH IS IMPAIRED, INTERRUPTED, OR BECOMES INOPERABLE FOR ANY REASON WHATSOEVER. THESE WIRELESS DEVICES MAY USE FREQUENCIES AND SIGNAL PATHS THAT ARE NOT ENCRYPTED, AND ARE THUS SUBJECT AND VULNERABLE TO, INTERRUPTION, INTERCEPTION, INTERFERRENCE, CORRUPTION, ALTERATION, BLOCKAGE, MANIPULATION, AND TAMPERING. It is Customer's sole responsibility to maintain all wireless local area network (WLAN or WiFi) networks and paths. ADT recommends that Customer regularly inspects any wireless network and wireless devices and test them weekly to help maintain continued operation. ADT also recommends that Customer carefully reads and follows the owner's manual, instructions and warnings for all equipment, including all wireless devices.

32. Notices. Any and all notices permitted or required to be given under this Agreement shall be in writing and shall be deemed duly given: (i) upon actual delivery if delivery is by hand or by nationally recognized overnight express mail; or (ii) upon receipt by the sending party of a confirmation or answer back if delivery is by email, or (iii) after three (3) days following delivery into the mail if delivery is by postage paid certified return receipt requested mail. Each such notice shall be sent to the respective party at the address indicated on the first page of this Agreement or to any other address or person that the respective party may designate by written notice delivered pursuant hereto.

33. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement, (ii) technical data, (iii) software, (iv) information, or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify, and save harmless ADT from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by ADT as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.

34. Software. Any software provided with the Equipment or in connection with the Services is proprietary to ADT and/or ADT's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated Equipment with which it was furnished. A separate Software License Agreement or End User License Agreement between ADT and/or the software publisher may be required to use the software and/or obtain updates/upgrades.

35. Survival. Those provisions which by their sense are intended to survive the cancellation, expiration or termination of the Agreement, including, by way of example only, the indemnification and limit of liability obligations contained therein, shall survive the cancellation, expiration or termination of the Agreement for whatever reason.

36. Waiver. The waiver, by either party, of a breach or violation of any provision of this Agreement shall not operate as, or be considered, to be a waiver of any subsequent breach thereof.

APPENDIX 7 – MONITORING

This Appendix shall be the exclusive terms and conditions applicable to monitoring services provided by ADT to Customer (referred to in this Appendix 7 as "Subscriber"). Appendices 2 and 3 do not apply to any such monitoring services, even if attached to the Proposal. Any terms and conditions set forth in a Master Agreement (or similar document) between the parties do not apply to monitoring services.

1. Scope of Agreement. ADT will provide (or cause to be provided) the alarm monitoring and notification services specified on the Proposal for the security alarm system at the location(s) shown in the Proposal. References in this Appendix 7 to ADT shall mean, as the case may be, ADT or the company retained by ADT to provide the alarm monitoring and monitoring services set forth herein.

2. Service to be Provided. The alarm monitoring and notification services to be provided shall be provided on a continuing twenty-four (24) hour basis seven (7) days a week. The monitoring and notification services shall consist of the receipt of signals from Subscriber's security alarm system and providing notification to Subscriber's designees as specified in this Appendix in the event of an alarm. The services shall be via cable, telephone lines, internet protocol, and/or radio/cellular.

3. Term. The initial term of this Appendix shall be for Twelve (12) Months (the "Initial Term"). The Initial Term shall begin on the date all equipment is installed and is operational, and when any necessary communications connection is completed. NOTE: Payment of all charges for installation and equipment is a precondition to the activation of the equipment and any recurring services the Subscriber has selected.

4. Auto Renew. Upon the expiration of the Initial Term, all monitoring services shall automatically renew for successive terms of one (1) year each (each, a "Renewal Term"); provided that the Subscriber may, by providing written notice to ADT no less than thirty (30) (and no more than sixty (60)) days prior to the date of such auto renewal, cancel such auto renewal with respect to monitoring services.

5. Pricing Change. ADT may increase the monitoring charges (for any or all locations covered by this Agreement) after the first year of the Initial Term for each such location (but no more than once in any twelve (12) month period) by giving Subscriber thirty (30) days prior written notice.

6. Early Termination. In the event that the Subscriber terminates any monitoring services during the Initial Term or during a Renewal Term, Subscriber shall pay to ADT, in addition to all other charges due prior to termination, the charges remaining to be paid for the unexpired portion of the Initial Term or Renewal Term (as the case may be) for such monitoring services. Subscriber acknowledges and agrees that this amount is an agreed upon early termination charge in the nature of liquidated damages, and is not a penalty.

7. Notification Services; Information Required from Subscriber. a) The Subscriber shall furnish to ADT and supplement and update Exhibit B, including a complete and accurate list of names and telephone numbers of all persons to be contacted by ADT in the event of an alarm (the "Call List"). ADT shall be entitled to rely in full upon all information in the most recent signed and dated Call List received from Subscriber, regardless of any earlier or later Call List or other information provided. In order to modify the Call List, Subscriber shall complete, sign, date, and submit to the ADT a new Call List. ADT will not rely on any unsigned Call List or any alarm monitoring information not contained on a signed, dated Call List. Additional fees apply for the following services: any changes to the Call List, system code changes and any special reports requested by Subscriber.

b) Upon receipt of an alarm signal from Subscriber, ADT shall promptly notify the person(s) or entity(ies) identified on the Call List. Notification of Police (PD), Fire (FD), the alarm location (LOC), Guard Service (FR), and/or Subscriber's designated Responsible Party(ies) shall proceed in the order indicated on the Call List. Where "RP" is designated, ADT shall call the Responsible Parties identified on the Call List, proceeding in the order listed until a Responsible Party responds with the correct Pass Code. If no Responsible Party answers, the "RP" notification shall be deemed complete when ADT has called each phone number listed on the Call List. It is expressly agreed that ADT is entitled to rely on any direction provided by a Responsible Party who provides a correct Pass Code, including a direction to discontinue further notifications. ADT shall be deemed to have fully discharged any duty to the Subscriber under the Agreement when it has completed all notifications indicated in the Codes and Procedures. All notifications shall be by telephone using the phone number(s) listed unless otherwise indicated on the Call List. Local governmental regulations and industry standards designed to reduce false alarms may result in conditions or restrictions on the dispatch of emergency response providers in response to an alarm, and such conditions or restrictions may result in delays of notification of authorities or require that additional measures be taken to verify the alarm before dispatch. We do not guarantee that such additional measures will be successful or that emergency response providers will be dispatched should an alarm occur.

8. Subscriber's Alarm Equipment. The Subscriber shall be solely responsible for the testing of all alarm equipment utilized on the Subscriber's premises and agrees that such equipment shall be maintained, operated, and tested regularly and in accordance with the manufacturer's recommendations. ADT's obligations under the Agreement exclude any testing, operation, or maintenance of Subscriber's equipment or systems. The Subscriber shall not maintain or use any devices that interfere with the effectiveness and/or functioning of the alarm system. Under no circumstances shall ADT be responsible or liable for the performance of any alarm equipment on the Subscriber's premises.

9. Limitation of Services. The services described herein are only deterrents and notifications. ADT does not guarantee that such deterrents will prevent theft, loss or damage. The Subscriber acknowledges that no representations have been made concerning the services to be rendered other than as specified in the Agreement. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, ADT MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE SYSTEM, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. ADT NEITHER REPRESENTS NOR WARRANTS: THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; THAT THE SYSTEM WAS DESIGNED TO OR WILL PREVENT ANY LOSS BY BURGLARY, HOLD UP, FIRE, PHYSICAL INJURY, MEDICAL CONDITION OR ILLNESS, OR OTHERWISE; OR THAT THE SYSTEM WILL PROVIDE THE DETECTION OR RESPONSE FOR WHICH IT IS INTENDED. SUBSCRIBER AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY ADT SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; SUBSCRIBER REPRESENTS THAT SUBSCRIBER HAS NOT RELIED ON ANY STATEMENT, REPRESENTATION, ACTION, OR OTHER CONDUCT BY ADT IN ELECTING TO ENTER INTO THIS AGREEMENT OR THAT, ABSENT SUCH REPRESENTATION, SUBSCRIBER WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO SUBSCRIBER. THIS AGREEMENT GIVES SUBSCRIBER SPECIFIC LEGAL RIGHTS, AND SUBSCRIBER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**

10. Notification of Authorities. Upon receipt of an alarm signal from Subscriber, ADT shall notify persons and entities specified on the Call List, and further may, but shall have no obligation to, notify police, fire, or other authorities not listed on Call List. Subscriber shall promptly pay any costs, fees, fines or charges by any government or emergency response entity, including "false alarm" or similar, in connection with any notification of an alarm regardless of whether such government/entity is specified in the Codes and Procedures or the Call List. ADT may invoice Subscriber for such costs, fees, fines or charges. Certain cities have policies that require alarm verification prior to dispatching emergency services. Subscriber is to inquire with the applicable municipality about any such verification requirements and what steps, if any, must be taken in the event of an alarm. **NOTE:** In jurisdictions where required, a Direct Connection to the Municipal Police, Fire Department or other Agency shown shall be provided. In addition, certain states require alarm verification before ADT can contact a law enforcement agency for alarm dispatch. Subscriber understands and agrees that signals transmitted hereunder will be monitored in Municipal Police and/or Fire Departments or other locations and that the personnel of such Municipal Police and/or Fire Departments or other locations are not the agents of ADT, nor does ADT assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. In certain states, Subscribers using the protected premise to store firearms or ammunition and which hold a valid federal firearms license as a manufacturer, importer, or dealer of firearms ammunition may opt out of the alarm verification process by contacting ADT.

11. Payments. Upon entering into the Agreement, Subscriber shall pay the amounts set forth in the Proposal for setup of the monitored alarm account, alarm monitoring fees (billable in advance), and any permit fees specified on Exhibit A. Subscriber shall be responsible for and shall reimburse ADT for all taxes, permits, fees, and fines, arising out of the monitoring services, including but not limited to (i) any costs, fees, fines or charges referenced in Section 10 hereof and (ii) any permit fees set forth on Exhibit A hereof, and/or (iii) any taxes imposed by any governmental agency.

12. Communications Media: Limitations. Subscriber recognizes that the alarm signals and communications contemplated under this Appendix are transmitted over telephone or other cable lines, internet protocol, or by radio/cellular, and the maintenance and performance of such lines, networks, or radio/cellular systems are beyond the control of ADT. Under no circumstances shall ADT be responsible or liable for any failure of performance or malfunction due to ineffective transmission through lines under the control of third parties, including but not limited to telephone companies, cable companies, other utilities, or due to malfunctioning radio systems.

13. Waiver of Consequential Damages; Limitation of Liability. IN NO EVENT WILL ADT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED. SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CERTAIN CIRCUMSTANCES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO SUBSCRIBER. SUBSCRIBER AGREES TO FILE ANY LAWSUIT OR OTHER ACTION SUBSCRIBER MAY HAVE AGAINST ADT OR ADT'S ASSIGNEES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES WITHIN ONE (1) YEAR FROM THE DATE OF THE EVENT THAT CAUSED THE CLAIM, LOSS, DAMAGE OR LIABILITY. THE LIMITATION OF LIABILITY AS HEREIN SET FORTH IS KNOWINGLY FIXED BY THE PARTIES HERETO AS LIQUIDATED DAMAGE AND NOT AS A PENALTY. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE SERVICES PROVIDED UNDER THIS APPENDIX ARE SOLELY FOR SUBSCRIBER'S CONVENIENCE, AND ADT IS NOT AN INSURER OF SUBSCRIBER'S SECURITY OR ALARM SYSTEMS OR OF ANY FAILURE TO REPORT AN ALARM. SUBSCRIBER SHALL SEPARATELY OBTAIN ANY INSURANCE IT MAY DESIRE AGAINST SUCH RISKS. THE PRICING CONTEMPLATED IN THE AGREEMENT IS BASED ON ADT'S COST OF PROVIDING THE SERVICES AND DOES NOT TAKE INTO ACCOUNT ANY ASSUMPTION OF RISK OR RESPONSIBILITY BEYOND THE LIMITATIONS AGREED HEREIN. THE AGREED PRICING IS NOT SUFFICIENT TO WARRANT THE ASSUMPTION OF ANY RISK OF CONSEQUENTIAL OR OTHER DAMAGES TO THE SUBSCRIBER DUE TO ANY FAILURE TO PERFORM, FAILURE OF ANY EQUIPMENT OR SYSTEMS, FAILURE OF ANY ALARM TO BE RECEIVED BY ADT FROM THE SUBSCRIBER, OR BECAUSE OF ANY DELAY IN OR FAILURE OF ADT TO DISPATCH PUBLIC AUTHORITIES, FIRE, POLICE, OR OTHERS TO INVESTIGATE OR RESPOND TO AN ALARM. SUBSCRIBER SPECIFICALLY AGREES THAT ADT SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF ANY ACTUAL OR ALLEGED FAILURE TO DETECT, REPORT, PREVENT, OR MITIGATE ANY EVENT WHICH HAS, MAY, OR SHOULD RESULT IN AN ALARM. ADT'S LIABILITY UNDER THIS APPENDIX, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY OF RECOVERY, SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY SUBSCRIBER TO ADT UNDER THE AGREEMENT. THIS SUM SHALL BE SUBSCRIBER'S EXCLUSIVE REMEDY AND THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL LOSS, DAMAGE, INJURY OR DEATH, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTING DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY, FROM THE PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT, OR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FROM THE NEGLIGENCE, ACTIVE OR OTHERWISE, OF ADT, ADT'S ASSIGNEES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IN THE EVENT OF ANY EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER, ALL OF THE PROVISIONS, LIMITATIONS AND DISCLAIMERS HEREIN RELATING TO ADT LIABILITIES SHALL SUR VIVE SUCH EXPIRATION OR EARLY TERMINATION. IF SUBSCRIBER WISHES ADT TO ASSUME A GREATER DOLLAR LIABILITY THAN PROVIDED FOR IN THIS AGREEMENT, SUBSCRIBER MAY OBTAIN FROM ADT A HIGHER LIMIT BY PAYING A HIGHER MONITORING CHARGE TO ADT. IF SUBSCRIBER ELECTS TO EXERCISE THIS OPTION, A RIDER SHALL BE ATTACHED TO THIS AGREEMENT, SETTING FORTH SUCH HIGHER LIMIT AND ADDITIONAL COST, BUT SUCH RIDER SHALL IN NO WAY BE INTERPRETED TO HOLD ADT LIABILITY IN EXCESS OF SUCH PROVISIONS.

14. Events Beyond ADT's Control. Communication lines, cable, telephone lines, internet connections/protocols, radio/cellular systems or equipment and instruments used by ADT in the performance of its services may be destroyed or substantially damaged by fire or other catastrophes and ADT may be unable to secure or retain connections or privileges necessary for the transmission of signals between or among the alarm location, the ADT's facilities, any central monitoring station, Call List designees, police or fire dispatch centers having jurisdiction over the alarms, or other parties, all of which events are beyond ADT's control. ADT shall have no liability for events beyond its control. Should conditions beyond ADT's control, including but not limited to strike, flood, riot, fire, explosion, war, conflict, line damage, antenna failure, communications network failure, or other causes beyond the reasonable control of the ADT, hinder or prevent the performance of ADT's services, then ADT (upon learning of the issue) will notify the Subscriber as soon as is reasonably practical of the nature and extent thereof and the approximate anticipated duration. Upon such notification either party shall have the following options: (a) to proceed under this Appendix; or (b) to terminate this Agreement. If the Agreement is terminated, the Subscriber shall pay to ADT all fees and charges through the date of termination and the ADT shall refund any prepaid amount through the date of termination., less any equipment charges still due for ADT owned equipment. Upon such payment, the contractual relationship between the parties shall terminate.

15. Indemnity. SUBSCRIBER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS ADT FROM AND AGAINST ALL CLAIMS, INCLUDING THIRD PARTY CLAIMS, LIABILITIES AND DAMAGES (INCLUDING WITHOUT LIMITATION EXPENSES, COSTS AND ATTORNEYS' FEES) RELATING TO THE DESIGN, INSTALLATION, PERFORMANCE OR OPERATION OF THE SYSTEM, THE MONITORING OF THE SYSTEM, AND ANY RISKS, LOSSES, DAMAGES, INJURIES, DEATH OR OTHER EFFECTS OF ANY HAZARD OR EVENT THAT OCCURS AT OR AROUND THE PREMISES, INCLUDING, BUT

NOT LIMITED TO, SUCH CLAIMS OR LIABILITIES THAT ARE BASED UPON THE NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, AND/OR STRICT LIABILITY BY ADT, OUR ASSIGNEES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES. SUBSCRIBER'S INDEMNIFICATION OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

16. Integration. The terms and conditions stated herein constitute the final complete agreement between the Subscriber and ADT with respect to monitoring services. This Agreement may not be modified in any respect except by a subsequent writing executed by the Subscriber and ADT.

17. Subcontracting; Assignment. Neither party may assign the Agreement without the express prior written consent of both parties. ADT may, in ADT's sole discretion and without notice to Subscriber or any other person, provide to any actual or prospective assignee, purchaser, transferee, or participant, any information that ADT have or know pertaining to this Agreement. Subscriber acknowledges that this Agreement and particularly those paragraphs relating to ADT's disclaimer of warranties and limited liability and third party indemnification, inure to the benefit of, and are applicable to, any assignees and subcontractors with the same force and effect as they bind Subscriber to ADT. Subscriber further acknowledges that any assignees of this Agreement shall not be responsible for claims, liabilities, or damages which accrued prior to the date of assignment.

18. Governing Law. This Appendix shall be interpreted and construed in accordance with the laws of the State where the monitored premises are located.

19. Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement or the collection of any sums due hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in such action or proceeding, or on any appeal there from.

20. Notices. Notices, other than fee adjustments, shall be deemed given when delivered in person, delivered via reputable overnight courier service (such as FedEx or UPS) or delivered by USPS certified mail, return receipt requested, addressed to the parties at the addresses set forth in the Proposal. All changes of address must be in writing and delivered as provided in this Section.

21. Survival. The provisions of this Appendix pertaining to consequential damages, liability limitation, events beyond ADT's control, termination, indemnity, integration, and severability shall survive any termination or expiration of the Agreement.

22. Severability. If any provision in this Appendix is held to be invalid or unenforceable, such provision will be enforced to the maximum possible extent, and all other provisions will remain valid and enforceable.

23. Waiver of Jury Trial. Each party hereby waives any right to trial by jury in any suit, action or other legal proceeding brought by either party.

The following provisions apply to monitoring systems that include Mobile Control by Alarm.com.

Subscriber acknowledges that (i) it has read and accepted the Alarm.com terms below, and (ii) Subscriber must activate its Alarm.com account online pursuant to the instructions given to Subscriber by Alarm.com, and until Subscriber so activates its Alarm.com account, Subscriber will only have Alarm.com Signal Forwarding services and NOT Mobile Control services, which means, among other things, that Subscriber will not have the enhanced Mobile Control service, which means, among other things, that Subscriber will not have the enhanced Mobile Control service known as "Entry Delay Crash and Smash," which makes it difficult for an intruder to disarm Subscriber's panel upon entry into your premises. In addition, once Subscriber's Alarm.com account is activated, in order to maintain the enhanced Mobile Control services, Subscriber must arm/set its alarm system at least once every 30 calendar days. If Subscriber fails to arm/set its alarm system at least once every 30 days, then Subscriber will automatically and without further notice only have Alarm.com Signal Forwarding services going forward until such time as Subscriber contacts ADT or Alarm.com to reactivate Subscriber's Mobile Control services. Therefore, ADT strongly encourages Subscriber to activate its Alarm.com account and arm/set its alarm system often, but at a minimum every 30 days, in order to retain the enhanced Mobile Control services.

Subscriber has agreed to purchase commercial security, video, still-photo imaging and/or home automation products and services from an independently owned and operated security services dealer (**"Dealer"**) pursuant to an agreement with the Dealer (**"Dealer Agreement"**). Alarm.com Incorporated, a Delaware corporation, has authorized the Dealer to market and sell Alarm.com's services (**"Services"**) to Subscriber with certain hardware and other products, including communication modules, video, imaging and/or home automation devices (**"Equipment"**) that enable the Services. Sections A1 through A12 herein constitute the terms and conditions of Alarm.com's offering of the Equipment and Services ("Terms") and are part of Subscriber's agreement with the Dealer and contain, among other things, important warranty disclaimers (Section A4) and limitations of liability (Section A5) applicable to the Services and the Equipment. By signing the agreement with the Dealer, accessing the Alarm.com customer website or mobile applications, or using any other part of the Services and/or Equipment, subscriber Agrees to be bound by these Alarm.com Terms. Subscriber agree that these Alarm.com Terms may be enforced by ADT directly.

A1. Pursuant to the Dealer Agreement, Subscriber has agreed to purchase the Services and/or Equipment from the Dealer. The Dealer is an independent contractor and not an agent of Alarm.com. Subscriber acknowledges and agrees that (a) Subscriber has had the opportunity to read and review these Alarm.com Terms before entering into the Dealer Agreement, (b) Subscriber accepts the Alarm.com Terms and agrees to be bound by them, and (c) if, for any reason, Subscriber does not remain an Alarm.com subscriber or if the Services become unavailable to Subscriber for any reason, Subscriber will have no right of refund, return or deinstallation with respect to any Services or any Equipment, except if and to the extent otherwise required by law. ADT or Alarm.com may modify these Alarm.com Terms from time to time to comply with applicable law.

A2. The Equipment may contain proprietary software of Alarm.com that is embedded in the Equipment. Alarm.com solely owns and retains all rights, including all intellectual property rights, in the embedded software and all other Alarm.com materials (together, **"Materials"**) and Services. Subscriber will not (a) use, or cause or permit any other person or entity to use, any Materials or Services to design, build, market, or sell any similar or substitute product or service, or (b) cause, perform, or permit (i) the copying, decompilation, disassembly, or other reverse engineering of any Materials, (ii) the transferring or purported resale, licensing or sublicensing of any Materials, or (iii) the removal, delivery, or exportation of any Materials outside the United States or any other act in violation of any relevant export laws or regulations.

A3. If Subscriber's Services include emergency two-way voice over a cellular or internet connection, Subscriber acknowledges that the two-way voice connection may be interrupted or unable to connect, that the call may be dropped, and that the sound quality may be distorted or impossible to understand. By accepting the emergency two-way voice service, Subscriber understands and accepts the limitations inherent in cellular and internet technology and the consequences if the technology does not operate as designed. If Subscriber's Services include video or still-photo image cameras, the video clips and still-photo images generated from such cameras are stored on our servers and may be viewed by Subscriber only for a limited time based on the quantity of storage Subscriber has ordered from its Dealer. Alarm.com has no control over and take no responsibility for the placement of cameras and their view. Subscriber agrees to use the cameras and associated video and still-photo imaging features of the Services in compliance with all laws, including privacy and consumer protection laws, and not for any illegal purposes, including invasion of privacy or illicit conduct, and Alarm.com may disconnect the cameras from the Services if Subscriber, in Alarm.com's sole determination, breaches this covenant. Alarm.com does not guarantee the receipt, clarity or quality of any images that may be adversely impacted by, for example, lighting, Internet and wireless communication facilities and transmission quality, electrical interference, weather and other conditions beyond Alarm.com's control. Alarm.com may disclose stored video clips and still-photo images in response to a subpoena or a government request or order. If the Equipment provided by Subscriber's Dealer includes an Alarm.com image sensor device that also is being used as a motion sensor, then Subscriber understands and accepts that the motion sensor may not operate as designed and may be affected by conditions outside Alarm.com's control, which may cause the device to malfunction or provide false readings. If the Equipment provided by Subscriber's Dealer includes home automation devices (such as thermostats, lighting controls and door locks), Subscriber understands that such devices may not work together with the Equipment and Alarm.com Services, and Subscriber

may be unable to control the devices using the Equipment or Alarm.com Services. Alarm.com makes no representations or warranties regarding the quality, function or effectiveness of any such home automation devices.

A4. THE SOLE WARRANTY PROVIDED BY ALARM.COM WITH RESPECT TO THE SERVICES, MATERIALS AND EQUIPMENT IS A LIMITED WARRANTY TO USE COMMERCIALLY REASONABLE EFFORTS TO CORRECTOR BYPASS A MATERIAL DEFECT IN THE SERVICES, IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THESE ALARM.COM TERMS ("LIMITED WARRANTY"). THE LIMITED WARRANTY IS NOT EXTENDED TO SUBSCRIBER UNLESS SUBSCRIBER HAS ACCEPTED THESE ALARM.COM TERMS AND REMAIN BOUND BY THESE TERMS AND CONDITIONS. THE LIMITED WARRANTY IS FOR SUBSCRIBER'S BENEFIT ONLY AND MAY NOT BE ENFORCED BY ANY OTHER PERSON OR ENTITY. EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO SERVICES, ALL SERVICES, EQUIPMENT AND MATERIALS THAT ARE OR MAY BE PROVIDED BY ALARM.COM ARE PROVIDED "AS IS," WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALARM.COM DISCLAIMS (A) ALL EXPRESS WARRANTIES TO SUBSCRIBER OTHER THAN THIS LIMITED WARRANTY, (B) ALL IMPLIED WARRANTIES TO SUBSCRIBER OF ANY KIND, AND (C) ALL WARRANTIES TO OR FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES DISCLAIMED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDE ALL WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, QUIET ENJOYMENT, OR NON-INFRINGEMENT. EXCEPT FOR THE LIMITED WARRANTY, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF ALL SERVICES, ALL EQUIPMENT AND ALL ALARM.COM MATERIALS SHALL BE WITH SUBSCRIBER. ALARM.COM SHALL HAVE NO RESPONSIBILITY FOR EQUIPMENT WHICH IS MANUFACTURED BY THIRD PARTIES.

A5. (A) SUBSCRIBER AGREES THAT ALARM.COM IS NOT AN INSURER OF SUBSCRIBER'S PROPERTY OR THE PERSONAL SAFETY OF PERSONS IN OR AROUND SUBSCRIBER'S PREMISES. THE PRICES THAT ALARM.COM CHARGES FOR THE SERVICES AND EQUIPMENT REFLECT THE VALUE OF THE GOODS AND SERVICES ALARM.COM PROVIDES AND NOT THE VALUE OF SUBSCRIBER'S PREMISES OR ITS CONTENTS OR ANY LOSSES ASSOCIATED WITH PERSONAL INJURY OR DEATH. INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON YOUR PREMISES SHALL BE OBTAINED BY SUBSCRIBER FROM A THIRD PARTY. (B) ALARM.COM IS NOT ASSUMING RESPONSIBILITY FOR ANY LOSSES (DIRECTOR INDIRECT), IRRESPECTIVE OF CAUSE, THAT MAY OCCUR EVEN IF DUE TO ALARM.COM'S NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THESE TERMS OR ANY DEALER AGREEMENT OR OTHER BASIS. IF, NOTWITHSTANDING THESE TERMS, ALARM.COM IS HELD TO BE LIABLE TO SUBSCRIBER, OR ANY INVITEES, AGENTS, EMPLOYEES OR OTHERS, FOR BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, OR UNDER ANY OTHER THEORY OF LEGAL LIABILITY FOR ANY FAILURE OF THE SERVICES, MATERIALS OR EQUIPMENT, THEN THE LIMITATION OF ALARM.COM'S LIABILITY FOR ANY AND ALL HARM, DAMAGES, INJURY OR LOSS SHALL BE THE GREATER OF ONE THOUSAND DOLLARS ($1,000.00) OR THE ANNUAL AMOUNT THAT ALARM.COM RECEIVES FOR SUBSCRIBER'S USE OF THE SERVICES. (C) SUBSCRIBER HEREBY WAIVES ANY AND ALL CLAIMS FOR DAMAGES EXCEEDING THE LIMITS SET FORTH HEREIN FOR ALL HARM, DAMAGES, INJURY OR LOSS INCURRED, INCLUDING BUT NOT LIMITED TO ACTUAL, DIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGE AND LOSSES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, PERSONAL INJURY OR DEATH. UNDER NO CIRCUMSTANCES WILL ALARM.COM BE LIABLE TO SUBSCRIBER FOR ANY CONSEQUENTIAL DAMAGES. (D) SUBSCRIBER MAY OBTAIN FROM ALARM.COM A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL FEE TO ALARM.COM. IF SUBSCRIBER ELECTS THIS OPTION, A RIDER WILL BE ATTACHED TO THESE ALARM.COM TERMS WHICH WILL SET FORTH THE AMOUNT OF THE HIGHER LIMITATION OF LIABILITY AND THE AMOUNT OF THE FEE. AGREEING TO THE HIGHER LIMITATION OF LIABILITY DOES NOT MEAN THAT ALARM.COM IS AN INSURER. SUBSCRIBER WAIVES ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST ALARM.COM THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR HARM, DAMAGES, INJURY OR LOSS TO SUBSCRIBER OR ANY OTHER PERSON OR ENTITY.

A6. Subscriber agrees and acknowledges that the Services, Materials and Equipment may not detect, observe, view, or prevent an unauthorized intrusion onto the premises or any other emergency condition such as fire, smoke, carbon monoxide, medical emergencies or water damage. Subscriber agrees and acknowledges that the use of the Services, Materials and/or Equipment is voluntary.

A7. If any of Subscriber's employees, guests, relatives, invitees, or insurers, or any other person or entity connected to Subscriber, or any person or entity who seeks to assert rights they claim are derived from Subscriber's relationship with Alarm.com, attempts to hold Alarm.com responsible for any harm, damages, injury or loss (including property damage, personal injury or death) connected with or resulting from any alleged (a) failure of the Services, Materials or Equipment, (b) negligence (including gross negligence), (c) improper or careless activity of Alarm.com, or (d) claim for indemnification or contribution, then Subscriber will repay to Alarm.com (i) any amount that Alarm.com is required to pay or that Alarm.com agrees to pay in settlement of the claim, and (ii) the amount of Alarm.com's reasonable attorney's fees and any other losses and costs that Alarm.com may incur in connection with the harm, damages, injury or loss.

A8. Subscriber understands and agrees that these Alarm.com Terms, and particularly Sections A4, A5, A6, A7, and A8, shall (a) apply to and protect the employees, officers, shareholders, parent companies, directors, agents, licensors, representatives, subcontractors, affiliates and assignees of Alarm.com, and (b) be binding on Subscriber's heirs, administrators, custodians, trustees, agents and successors.

A9. TO THE EXTENT PERMITTED BY LAW, SUBSCRIBER AGREES THAT NO LAWSUIT OR ANY OTHER LEGAL PROCEEDING CONNECTED WITH THE SERVICES OR EQUIPMENT SHALL BE BROUGHT OR FILED BY SUBSCRIBER MORE THAN ONE (1) YEAR AFTER THE INCIDENT GIVING RISE TO THE CLAIM OCCURRED. IN ADDITION, TO THE EXTENT PERMITTED BY LAW, ANY SUCH LEGAL PROCEEDING SHALL NOT BE HEARD BEFORE A JURY, AND EACH PARTY GIVES UP ANY RIGHT TO A JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, SUBSCRIBER AGREES THAT SUBSCRIBER WILL NOT BRING ANY CLASS ACTION LAWSUIT AGAINST ALARM.COM OR BE A REPRESENTATIVE PLAINTIFF OR PLAINTIFF CLASS MEMBER IN ANY SUCH LAWSUIT.

A10. These Alarm.com Terms shall be governed by the law of the State of Delaware, without giving effect to its rules of conflict of laws. If Subscriber is a resident or business located in the State of California, the following applies: If either Subscriber or Alarm.com commences a lawsuit for a dispute arising under or related to these Alarm.com Terms or in any way relating to the Services, such suit shall be submitted to general judicial reference in Los Angeles, California pursuant to California Code of Civil Procedure section 638 et seq. and 641 through 645.1 or any successor statutes thereto.

A11. If any provision of these Alarm.com Terms or the application of any such provision to any person, entity or circumstance shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of these Alarm.com Terms. The parties intend that all disclaimers of warranties, limitations of liability, and exclusions of damages in these Alarm.com Terms shall be upheld and applied to the maximum extent permitted by law. Alarm.com is an intended third-party beneficiary of these Alarm.com Terms and shall have the right to enforce and/or otherwise invoke any and all provisions set forth in any of these Alarm.com Terms directly. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

A12. SUBSCRIBER EXPRESSLY UNDERSTANDS AND AGREES THAT SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT SUBSCRIBER IS NOT A THIRD PARTY BENEFICIAR` OF ANY AGREEMENT BETWEEN ALARM.COM AND THE UNDERLYING CARRIER. IN ADDITION, SCRIBER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO SCRIBER, AND SUBSCRIBER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

EXHIBIT A

ALARM PERMITS

Is a Permit required?

The City where the monitored premises are located (the “City”) does not currently require an alarm permit (the “Permit”).

Is there a fee for the Permit?

X The City does not currently charge an annual fee for the Permit (“Permit Fee”).

_ The City charges a Permit Fee, which, as of the date of this Agreement, is .

Who obtains the permit?

_ Based on City requirements, Subscriber is responsible for obtaining the Permit (and any necessary renewals) directly from the City. Subscriber will pay any Permit Fee directly to the City.

_ ADT shall obtain the initial Permit for Subscriber. Any initial Permit Fee will be invoiced to Subscriber together with the fees set forth in Section 7 of this Appendix. So long as, at the time of expiration of the current permit, the monitoring services remain in place, ADT shall obtain any renewals and invoice Subscriber for the cost of such Permit Fees (due upon receipt).

_ The City requires that ADT obtain the initial Permit for Subscriber. ADT will obtain the Permit, and ADT will invoice Subscriber for any Permit Fee (due upon receipt). So long as, at the time of expiration of the current permit, the monitoring services remain in place, ADT will also obtain any renewals. Again, ADT will invoice Client for the Permit Fees (due upon receipt).

(REMAINDER OF PAGE INTENTIONALLY BLANK - SIGNATURES ON FOLLOWING PAGE)

Acceptance

NOTICE: Our charges under this agreement are based on your agreement to receive and pay for the services for a full Twelve (12) month term.

IF THIS AGREEMENT IS TERMINATED BY YOU PRIOR TO THE END OF THE THEN-CURRENT TERM, EXCEPT AS OTHERWISE PROVIDED HEREIN, YOU AGREE TO PAY US THE SERVICE CHARGES THAT WOULD HAVE BEEN PAYABLE BY YOU FOR THE REMAINING TERM OF THE AGREEMENT BUT FOR THE EARLY TERMINATION HEREOF.

Agreed and accepted as of the date set forth above. All checked items and options, and the attachments represented by such checked items and options are a part of this Proposal which, once fully executed, shall also be referred to herein as the "Agreement."

Customer Authorized Representative	Printed Name	Title	Date

ADT Representative	Printed Name	Title	Date
Kenisha Black	Kenisha Black	Commercial Sales Manager	9/15/2020

ADT Authorized Manager	Printed Name	Title	Date

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Commissioners Court - Regular Session **34.**

Meeting Date: 09/29/2020

Paper Retriever of Texas, LLC extension and SOW amendment

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 monthly frequencies for disposal of bins in Williamson County locations as identified in Second Addendum A of the Services Contract with Paper Retriever of Texas, LLC, for the monthly amount of $530 and authorizing execution of the addendum.

Background

This service agreement is for pick-up services for the recycle bins located throughout Williamson County Departments, as identified in the Second Addendum A. The department point of contact is Shantil Moore. Funding source in the FY21 budget is 01.0100.0509.04990.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Commercial Service Agreement

Paper Retriever Addendum A

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/24/2020 09:01 AM
County Judge Exec Asst.	Andrea Schiele	09/24/2020 10:27 AM
Form Started By: Dianne West		Started On: 09/23/2020 01:56 PM
Final Approval Date: 09/24/2020		

COMMERCIAL SERVICE AGREEMENT

"Schedule A"

CUSTOMER SITE DETAILS	
SITE NAME:	REFERENCE ADDENDUM A
CONTACT:	Shantil Moore
PHONE:	512-943-1523
CELL:	
FAX:	512-930-3313
EMAIL:	shantil.moore@wilco.org
SITE ADDRESS:	REFERENCE ADDENDUM A
CITY, STATE, ZIP:	REFERENCE ADDENDUM A

CUSTOMER BILLING DETAILS	
BILLING NAME:	WILLIAMSON COUNTY
CONTACT:	Shantil Moore
PHONE:	512-943-1523
CELL:	
FAX:	512-930-3313
EMAIL:	shantil.moore@wilco.org
BILLING ADDRESS:	3101 Southeast Inner Loop Attention: Contracts Manager
CITY, STATE, ZIP:	Georgetown, TX, 78626

SERVICE AGREEMENT DETAILS	
CSA#:	0419-11417
SALESPERSON:	George Ward Jr.
INITIAL TERM (MONTHS):	
EFFECTIVE DATE:	October 1, 2019
BILLING CYCLE:	Monthly
BILLING START DATE:	October 1, 2019
SERVICE DESCRIPTION:	Service Increase
DELIVERY DATE:	Already in place

EQUIPMENT, SERVICE, AND RATE SPECIFICATIONS

QTY.	SIZE (YARDS)	SERVICE TYPE	DISPOSAL TYPE	MONTHLY SERVICE RATE	PICKUP FREQUENCY	EXTRA PICKUP RATE	ADDITIONAL ONE-TIME FEE	ENVIRONMENTAL FEE
9	7	Front-End Load	Eco - Fiber	$510.00	REFERENCE ADDENDUM A	$50.00	$0.00	Waived

BOX PLACEMENT INSTRUCTIONS:	Bin on site
ADDITIONAL COMMENTS: (Including Amendments to Terms and Conditions)	ECO-FIBER Program – Cardboard and Paper, anything that rips or tears is acceptable. Thank you for continuing with our recycling program. This agreement outlines our service commitment and rates as agreed by Paper Retriever of Texas, LLC and Williamson County for the sites on the attached Addendum A.

TERMS AND CONDITIONS BELOW

This is a legally binding contract. Contractor agrees to provide and customer agrees to accept and pay for the services and equipment at the rates and frequency set forth in this agreement and subject to the terms and conditions on the back.

CUSTOMER - WILLIAMSON COUNTY

CUSTOMER NAME PRINT	CUSTOMER TITLE	E-BILLING FOR FUTURE INVOICES?	AUTOPAY UPON FIRST INVOICE?

AUTHORIZED CUSTOMER SIGNATURE	DATE

CONTRACTOR - Paper Retriever of Texas, LLC.

SALESPERSON NAME PRINT	SALESPERSON SIGNATURE	DATE
George Ward Jr.		9/30/19

MANAGER APPROVAL	DATE
	9/30/19

TERMS AND CONDITIONS

CSA# **0419-11432**

This Agreement is made between Paper Retriever of Texas, LLC., ("PRT") located at 7510 Grissom Rd., San Antonio, TX 78251 and the Customer described on Schedule A ("Customer") on the following terms and conditions:

In this Agreement, the following terms will have the meaning set forth below (i) Customer Locations – refers to all of the properties, whether owned, leased or controlled by Customer or any of its affiliates, which are listed on Schedule A; (ii) Disposal Type, hereinafter referred to as "Recyclable Materials," means materials from Customer Locations expressly authorized on Schedule A that may include newsprint, magazines, office papers, cardboards, phone books, and other forms of books and mail, but expressly excluding any glass, metal, or plastic materials and any material contaminated by food, and any other non-fiber recyclable materials.PRT may, from time to time, issue a current Yes-No Recycling Flyer or Acceptables/Unacceptables Listing that Customer must adhere to. Any materials other than those expressly authorized on Schedule A will be considered to be non-recyclable and shall hereinafter be referred to as Contaminants; (iii) "Hazardous Waste – includes but is not limited to any amount of waste listed or characterized as hazardous or special by the United States Environmental Protection Agency or any state agency pursuant to the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §9601 et seq., the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act., 42 U.S.C. 6901 et seq (as such Acts may be amended from time to time) or any other applicable federal or state law; and (iv) "schedule A" means the schedule A to this Recycling Service Agreement which appears on the reverse side of this Agreement and forms an integral part hereof.

1) This Agreement will begin on the Effective Date agreed to on Schedule A and will continue for the term defined and agreed upon on Schedule A. This Agreement will automatically renew for successive like terms without any action from the parties, unless either party submits prior written notice to the other party at least ninety (90) days, but not more than one hundred and twenty (120) days, prior to the expiration of the initial or any subsequent terms. Notwithstanding anything to the contrary herein, PRT may, at its option and without any liability whatsoever, terminate this Agreement prior to the end of its term by transmitting a written notice to the Customer at least thirty (30) days in advance.
2) Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.
3) PRT will, on an exclusive basis, provide the following services (collectively described as the "Equipment, Service, And Rate Specifications"), either directly or through an affiliate or subcontractor (i) collect the Recyclable Materials from the Customer Locations; and (ii) supply to Customer the equipment listed in Schedule A (as amended from time to time, the "equipment"). Title to the Equipment will remain with PRT at all times but Customer will, upon delivery, keep it free and clear of all liens and Customer will also provide unobstructed access to the Equipment. If any lien or charges attach to the Equipment, Customer shall promptly procure a release of said lien and defend and indemnify PRT against all claims, damages, and expenses of any kind related to said liens or charges. Upon termination of this Agreement, Customer will immediately return the Equipment to PRT in the same condition as received except for normal wear and tear. Customer shall not overload (in weight or volume) or move the Equipment, or make any alterations or improvements to the Equipment and Customer shall use the Equipment only for the proper purposes for which it is intended. Customer shall be solely responsible and will reimburse PRT for any damages to the Equipment while on Customer's premises. 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.
4) In consideration for the Services under this Agreement, Customer agrees to pay to PRT the fees agreed on Schedule A, plus all applicable taxes. The Effective Date within Schedule A will dictate the effective date for monthly charges. PRT will generate a monthly statement for the Services rendered during the prior month. Customer will pay the entire amount owing under the statement within thirty (30) days from the statement date. The collection pickup frequency and disposal type(s) allowed shall be listed in Schedule A. TEX. CONST. art. III, § 52 ("The Legislature shall have no power to authorize any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever ..."). In the event that this Agreement is terminated prior to the completion of the initial Term (and any subsequent Term after) for any reason other than a default by PRT or termination for convenience by PRT, Customer shall pay to PRT, as liquidated damages, and not as a penalty (i) an amount equal to the average total monthly fees and rents multiplied by the lesser of the number of months remaining in the term or 6 months, a removal fee of $100 per bin/container/compactor forming part of the Equipment provided by PRT to Customer and (ii) if a bin/container/compactor forming part of the Equipment provided by PRT to Customer has been leased by PRT from a third party vendor and the number of months remaining under such lease is greater than 6 months as of the date of termination, an amount equal to any remaining rental obligations for such Equipment. Customer acknowledges that this liquidated damages clause is reasonable in light of the significant investment in equipment, time and effort undertaken by PRT to engage and commence services for the Customer under this Agreement and the costs that will be incurred by PRT due to an early termination.
5) PRT may pass through certain cost increases directly to the Customer to adjust for increases in fuel costs and costs due to changes in local, state, or federal rules, ordinances or regulations, and changes in taxes, fees or other governmental charges (other than taxes imposed on PRT's income or real property). Such fees may also be adjusted by PRT to reflect changes in service levels, material/disposal type or equipment type, size or quantity.
6) Customer represents and warrants that all Recyclable Materials collected by PRT hereunder: (i) will be free and clear of any liens and encumbrances, and (ii) will be free from any Hazardous Waste and (iii) free of Contaminants. Customer acknowledges that PRT does not handle Hazardous Waste of any kind and Customer hereby undertakes to indemnify, defend, and hold PRT harmless from and against any and all claims, including without limitation, any cleanup and remediation costs, resulting or relating from any material collected with, containing or contaminated by Hazardous Waste deposited in the Equipment. In addition to Hazardous Waste cleanup/remediation, should Contaminants in any load exceed 5% of the Recyclable Materials (by weight or volume), Customer shall not be paid any rebate for the Recyclable Materials in the load. PRT may reject, tender and/or return to Customer, at Customer's expense, any material containing Hazardous Waste. Customer shall bear full responsibility and pay all expenses and costs incurred (including but not limited to removal, decontamination, transportation, remediation, proper treatment and disposal, and any fines and penalties) with respect to such Hazardous Waste and any other material contaminated therewith, whether from the transfer and/or disposal facility(ies), the Customer's property, third party property or equipment or PRT's (or it's contractor's) vehicles or equipment. Customer shall be responsible for any and all damages to its pavement, including to pavement, curbing or other driving surfaces, resulting from the vehicles or the equipment used in providing the Services providing any such damage is not the result of negligence on the part of the driver.
7) To the extent authorized under Texas law, Customer shall indemnify and hold PRT (and its officers, agents, and employees) harmless from all liability arising out of the performance of services under this Agreement for (i) personal or bodily injury to or death of any person (including the Customer's employees) or (ii) damage to or destruction of any property or Equipment, sustained by any person or entity, when such injury, death, damage or destruction results from, arises out of, is caused by or contributed to by the negligent act or omission, breach of law, or breach of this Agreement on the part of the Customer (or its officers, agents, or employees). PRT's aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to PRT by Customer, regardless of whether recovery is sought in contract, tort, statute or otherwise.
8) The performance of any obligation (other than payment obligations) under this Agreement may be suspended by either party without liability to the extent such performance is prevented by an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, materials or equipment, governmental law, regulation or order, or any other cause beyond the reasonable control of such party; or any labor trouble, strike, lockout or injunction (whether or not such labor event is within reasonable control of such party). The affected party will promptly notify the other of the nature and estimated duration of the suspension period.
9) If a party fails to comply with this Agreement and does not remedy (to the extent it can be remedied) such default within thirty (30) business days after receipt of a written notice specifying the nature of such failure, the non-defaulting party may, at its sole option, without judicial proceedings and without prejudice to any other recourse available under this Agreement or at law, terminate this Agreement by giving a thirty (30) day notice thereof.
10) All representations, warranties and indemnification obligations contained herein shall survive the termination of this Agreement.
11) Any notice provided under this Agreement shall be in writing and sent by certified mail, return receipt requested, postage prepaid and sent to the address indicated in Schedule A for the relevant party.
12) This Agreement shall be binding upon the successors and assigns of the parties. Customer shall not assign its rights under this Agreement without PRT's prior written consent. PRT shall be entitled to assign its rights under this Agreement.

Addendum A - CSA 0419-11417 - Williamson County

Dumpster Wilco Bldg Name	Recycling Dumpster Bldg Address	City, State, Zip	Current Pickup Date	# of Containers	Frequency	ECO-FIBER Monthly Charges
Justice Center	405 Martin Luther King Blvd	Georgetown, TX 78628	Friday	1	Every Other Week	$ 70.00
Central Maintenance Facility	3151 South East Inner Loop	Georgetown, TX 78628	Friday	1	Weekly	$ 90.00
Cedar Park Annex	350 Discover Blvd	Cedar Park, TX 78613	Thursday	1	Monthly	$ 50.00
Taylor Annex	412 Vance Street	Taylor, TX 76574	Friday	1	Monthly	$ 50.00
Inner Loop Annex	301 South East Inner Loop	Georgetown, TX 78628	Friday	1	Monthly	$ 50.00
Round Rock Jester Annex	1801 East Old Settler Blvd	Round Rock, TX 78664	Thursday	1	Monthly	$ 50.00
Texas Ave	355 Texas Ave	Round Rock, TX 78664	Friday	1	Monthly	$ 50.00
EMS Training	3189 South East Inner Loop	Georgetown, TX 78626	Friday	1	Monthly	$ 50.00
Georgetown Annex	100 Wilco Way	Georgetown TX 78626	Friday	1	Monthly	$ 50.00
			Total	9	Total Monthly Cost	$ 510.00

Second Addendum A - CSA 0419-11417 - Williamson County

Dumpster Wilco Bldg Name	Recycling Dumpster Bldg Address	City, State, Zip	Current Pickup Date	# of Containers	Frequency	ECO-FIBER Monthly Charges
Justice Center	405 Martin Luther King Blvd	Georgetown, TX 78628	Friday	1	Every Other Week	$ 70.00
Central Maintenance Facility	3151 South East Inner Loop	Georgetown, TX 78628	Friday	1	Weekly	$ 90.00
Cedar Park Annex	350 Discover Blvd	Cedar Park, TX 78613	Thursday	1	Monthly	$ 50.00
Taylor Annex	412 Vance Street	Taylor, TX 76574	Friday	1	Monthly	$ 50.00
Inner Loop Annex	301 South East Inner Loop	Georgetown, TX 78628	Friday	1	Every Other Week	$ 70.00
Round Rock Jester Annex	1801 East Old Settler Blvd	Round Rock, TX 78664	Thursday	1	Monthly	$ 50.00
Texas Ave	355 Texas Ave	Round Rock, TX 78664	Friday	1	Monthly	$ 50.00
EMS Training	3189 South East Inner Loop	Georgetown, TX 78626	Friday	1	Monthly	$ 50.00
Georgetown Annex	100 Wilco Way	Georgetown TX 78626	Friday	1	Monthly	$ 50.00
			Total	9	Total Monthly Cost	$ 530.00

Customer - Williamson County

Customer Print Name _____

Authorized Customer Signature _____

Date _____

Contractor - Paper Retriever of Texas, LLC.

Salesperson Print Name George Ward Jr.

Signature _____

Date 9/15/20

Commissioners Court - Regular Session **35.**

Meeting Date: 09/29/2020

Reject Proposals submitted on RFP #T1620 Williamson County Facilities Automatic Door Annual Preventative Maintenance and Emergency Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on rejecting proposals for RFP #T1620 and authorizing the Purchasing Agent to advertise and receive sealed proposals for Williamson County Facilities – Automatic Door Preventative Maintenance and Emergency Services, and request that information related to competition be excepted pursuant to Texas Government Code 552.104 and Authorize the Purchasing Agent to advertise and receive proposals under the new RFP #T1993.

Background

Williamson County received 1 incomplete proposal for RFP #T1620. It is the recommendation of the Evaluation Team that we reject this proposal due to incompleteness and to obtain a greater number of proposals that would serve in the best interest of the County. An exemption is requested Pursuant to Government Code Sec. 552.104. EXCEPTION: INFORMATION RELATED TO COMPETITION OR BIDDING. (a) Information is excepted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder. Shantil Moore is the Point of contact with the estimated annual amount of $25,000.00 Funding Source 01-100-0509-4510 for FY 2021

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/24/2020 09:30 AM
County Judge Exec Asst.	Andrea Schiele	09/24/2020 10:43 AM

Form Started By: Johnny Grimaldo Started On: 09/24/2020 08:18 AM

Final Approval Date: 09/24/2020

Commissioners Court - Regular Session **36.**

Meeting Date: 09/29/2020

Expo Pavilion P474 and Concessions P475 Prime Construction Change Order No. 13

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No. 13 for Prime Construction Change Order No. 13 in the amount of $0.00 to approve additional contract days due to weather and scope changes to contract.

Background

This change order is to add 69 days to Expo Pavilion (P474) contract due to weather and scope changes for the Fire Suppression System. This change order will not affect funding for the project.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Expo Pavilion P474 and Concessions P475 Prime Change Order No. 13

Expo Impact Days for CO No 13 Prime Construction

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/24/2020 10:06 AM
County Judge Exec Asst.	Andrea Schiele	09/24/2020 10:30 AM
Form Started By: Wendy Danzoy		Started On: 09/24/2020 09:52 AM
Final Approval Date: 09/24/2020		

DocuSign Envelope ID: 7C9C20AD-2F9E-41BA-AC66-E5FF8B165531

PCCO #013

Prime Construction Company Inc.
20907 Martin Lane
Pflugerville, Texas 78660
Phone: (512) 244-7799
Fax: (512) 990-9886

Project: 02.19004 - Williamson County Exposition Center Pavilion
5253 Bill Pickett Trail
Taylor, Texas 76574

Prime Contract Change Order #013: CE #057 - Impact Days

TO:	**Williamson County** 219 Perry Mayfield Leander, Texas 78641	**FROM:**	**Prime Construction Company Inc.** 20907 Martin Lane Pflugerville Texas 78660
DATE CREATED:	9/ 21 /2020	**CREATED BY:**	Kristian Payton **(Prime Construction Company Inc.)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
DESIGNATED REVIEWER:	Gregg Matocha **(Prime Construction Company Inc.)**	**REVIEWED BY:**	
DUE DATE:	09/23 /2020	**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
REVISED SUBSTANTIAL COMPLETION DATE:			
CONTRACT FOR:	1:Williamson County Exposition Center Pavilion Prime Contract	**TOTAL AMOUNT:**	$ 0.00

DESCRIPTION:
CE #057 - Impact Days
CE #057 - Impact Days

PAVILION
16 Days - Weather 3/24/20 - 8/5/20
12 Days - Event 3/4/20 - 8/6/20
31 Days - Fire Suppression Wet to Dry Conversion
69 Days - Total

OR
0 Days - Weather related
0 Days - Event related
69 Days - Fire Suppression Wet to Dry Conversion

CONCESSION
19 Days - Weather 3/24/20 - 9/4/20
15 Days - Event 3/24/20 - 9/4/20
34 Days - Total

No additional cost to Owner.

This Change Order shall constitute full and final negotiations for the said scope of work with no assumptions, additional obligations, or promises made other than what is strictly written within this document. This instrument cannot and does not change, modify, or exclude any terms within the original contract entered into previously by both parties unless specifically stated. This change order will become effective, in whole, with or without signature within 7 days of receipt if notice is not provided identifying specific reasons the Subcontractor disputes the change order.

ATTACHMENTS:
EXPO - CE 57 IMPACT DAYS.PDF

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
013	CE #057 - Impact Days		0.00
		TOTAL:	**$0.00**

CHANGE ORDER LINE ITEMS:

PCCO #013

PCO # 013 : CE #057 - Impact Days

#	Cost Code	Description	Type	Amount
1				$ 0.00
			Subtotal:	$0.00
			Grand Total:	**$0.00**

The original (Contract Sum)	$ 4,499,000.00
Net change by previously authorized Change Orders	$ 98,036.01
The contract sum prior to this Change Order was	$ 4,597,036.01
The contract sum would be changed by this Change Order in the amount of	$ 0.00
The new contract sum including this Change Order will be	$ 4,597,036.01

The contract time will not be changed by this Change Order

John Fickel (Populous)
4800 Main Street Suite 300
Kansas City Missouri 64112

DocuSigned by:
John Fickel 9/22/2020
7B9DA7472E38456...
SIGNATURE **DATE**

Williamson County
219 Perry Mayfield
Leander Texas 78641

SIGNATURE **DATE**

Prime Construction Company Inc.
20907 Martin Lane
Pflugerville Texas 78660

DocuSigned by:
Gregg Matocha 9/21/2020
47D5E2B9CFF549B...
SIGNATURE **DATE**

Prime Construction Company Inc.
20907 Martin Lane
Pflugerville, Texas 78660
P: (512) 244-7799
F: (512) 990-9886

Project: 02.19004 - Williamson County Exposition Center Pavilion
5253 Bill Pickett Trail
Taylor, Texas 76574

CHANGE EVENT #057 - Impact Days

Origin:

Date Created: 8/18/2020

Created By: Gregg Matocha

Status: Open

Scope: TBD

Type: TBD

Change Reason:

Description: CE #057 - Impact Days

PAVILION
16 Days - Weather 3/24/20 - 8/5/20
12 Days - Event 3/4/20 - 8/6/20
31 Days - Fire Suppression Wet to Dry Conversion
69 Days - Total

OR
0 Days - Weather related
0 Days - Event related
69 Days - Fire Suppression Wet to Dry Conversion

CONCESSION
19 Days - Weather 3/24/20 - 9/4/20
15 Days - Event 3/24/20 - 9/4/20
34 Days - Total

No additional cost to Owner.

Attachments:

CHANGE EVENT LINE ITEMS

			Revenue			Cost					
Cost Code	**Cost Type**	**Vendor / Contract**	**ROM**	**Prime PCO**	**Latest Price**	**ROM**	**RFQ**	**Commit.**	**Latest Cost**	**Over/ Under**	**Budget Mod.**
			$0.00		$0.00	$0.00			$0.00	$0.00	
Grand Totals			**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Prime Construction Company Inc.

Job #: 02.19004 Williamson County Exposition Center Pavilion
5253 Bll Pickett Trail
Taylor, TX 76574

			Total
Beg to 3/23	39		39
3/24 - 8/05	16	12	28
8/05 - 9/4	3	3	6
Total	58	15	73

Daily Impact Log

Date	Delay	Comments	High Temp	Low Temp	Precip	Weather Day	Event Day
9/4/20	Yes	Heavy rain and wet conditions.	85	71	0.63	1	
9/3/20	Yes	Rain and wet conditions	82	74	0.56	1	
9/2/20	Yes	Rain caused the concrete pour to be canceled.	82	75	0.49	1	
9/2/20	Yes	rain	82	75	0.49	1	
8/8/20	Yes	Work was delayed for a county event.	96	74	0.03		1
8/7/20	Yes	Work was delayed due to workers prohibited from being on site during the county's event.	97	74	0.02		1
8/6/20	Yes	Work was stopped for a county event	98	75	0.01		1
7/26/20	Yes	County event	89	73	0.46		1
7/25/20	Yes	Work was stopped for an event.	88	74	0.30		1
7/24/20	Yes	Work was stopped for a county event	95	74	0.12		1
7/23/20	Yes	work was stopped for a county event.	96	75	0.05		1
7/23/20	Yes	Work was stopped for a county event	96	75	0.05		1
7/12/20	Yes	County event	101	77	0.02		1
7/11/20	Yes	Work was delayed for an event	99	75	0.02		1
7/10/20	Yes	work is delayed for an event	99	76	0.02		1
7/9/20	Yes	work was delayed for an event with the county.	97	77	0.01		1
7/8/20	Yes	Event prep	95	77	0.06		1
7/6/20	Yes	rain this morning has delayed fine grading in the front.	95	77	0.06	1	
6/25/20	Yes	wet conditions	89	70	0.25	1	
6/24/20	Yes	rain	84	71	0.23	1	
6/23/20	Yes	Heavy Rain	88	72	0.73	1	
6/23/20	Yes	rain and wet conditions	88	72	0.73	1	
6/20/20	Yes	Delayed due to event	92	70	0.23		1
6/19/20	Yes	County event	91	72	0.15		1
5/28/20	Yes	Heavy rains overnight	86	62	0.47	1	
5/26/20	Yes	wet conditions	82	63	0.13	1	
5/25/20	Yes	Rain overnight has saturated the site and made it unable to work in most areas.	78	64	0.69	1	
5/18/20	Yes	site was too wet to access with equipment	93	63	0.03	1	
5/16/20	Yes	Rain and wet conditions	79	62	1.97	1	
5/13/20	Yes	Wet conditions	83	64	0.06	1	
5/12/20	Yes	Rain	74	67	1.32	1	
4/29/20	Yes	Rain	79	62	0.58	1	
4/22/20	Yes	rain	82	66	0.44	1	
4/4/20	Yes	rain	50	42	0.45	1	
3/30/20	Yes	Rain stopped equipment and steel erection.	70	61	0.74	1	

Commissioners Court - Regular Session **37.**

Meeting Date: 09/29/2020

Animal Shelter P435 Vaughn Change Order No. 21

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting a report on the Williamson County Regional Animal Shelter Expansion Project (P435); Vaughn Construction Change Order #21 in the amount of <$133,780.00.> (CREDIT). This change order results in an overall credit to the project.

Background

This change order is to provide Project Funds Give Back for the Animal Shelter Project. On March 6, 2018, the Williamson County Commissioners Court granted Dale Butler, Williamson County Facilities Department Director, with general authority to approve change orders in relation to any Williamson County construction project pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Animal Shelter P435 Vaughn Change Order No. 21

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/24/2020 10:06 AM
Building Maintenance (Originator)	Wendy Danzoy	09/24/2020 10:57 AM
Hal Hawes	Hal Hawes	09/24/2020 11:00 AM
County Judge Exec Asst.	Andrea Schiele	09/24/2020 11:39 AM
Form Started By: Wendy Danzoy		Started On: 09/24/2020 09:57 AM
Final Approval Date: 09/24/2020		

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Williamson County Animal Shelter Expansion 1855 SE Inner Loop Georgetown, TX 78626	Contract For: General Construction Date: 1/8/18	Change Order Number: 021 Date: 9/3/20
OWNER: *(Name and address)* Williamson County, Texas 710 Main Street, Suite 101 Georgetown, TX 78626	**ARCHITECT:** *(Name and address)* Jackson & Ryan Architects 2370 Rice Boulevard, Suite 210 Houston, TX 77005	**CONTRACTOR:** *(Name and address)* J.T. Vaughn Construction, LLC 10355 Westpark Drive Houston, TX 77042

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Change Order No. 21 includes the below listed Vaughn Change Proposal #80. For Vaughn Project No. 2491-01.
- CP No. 80 - Project Funds Give Back

The original Contract Sum was	$	9,499,295.00
The net change by previously authorized Change Orders	$	288,000.00
The Contract Sum prior to this Change Order was	$	9,787,295.00
The Contract Sum will be decreased by this Change Order in the amount of	$	133,780.00
The new Contract Sum including this Change Order will be	$	9,653,515.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be 6/9/20

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
Jackson & Ryan Architects	J.T. Vaughn Construction, LLC	Williamson County, Texas
SIGNATURE	SIGNATURE	SIGNATURE
Martha Seng	Mike Simpson	~~Tom Stanfield~~ Dale Butler
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	09/10/2020 DATE	9-10-20 DATE

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User Notes:
(3B9ADA4E)

VAUGHN
CONSTRUCTION
1855 SE Inner Loop
ATTN: Vaughn
Construction
Georgetown, TX
78626

T: (210) 328-0193

August 17, 2020

Dale Butler
Williamson County
710 Main Street
Georgetown, TX 78626

Re: Animal Shelter Expansion
Job No: 249101

Subj: Change Proposal No. 249101-0080

Dear Sir or Madam:

We respectfully submit our proposal for a decrease to our contract in the amount of $133,780 (one hundred thirty-three thousand seven hundred eighty) dollars to provide Project Funds Give Back for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0080

QUOTATION :

Item	Labor	Materials	Subs	Total
Buyout Savings	$0.00	$(48,828.00)	$0.00	$(48,828.00)
Mock Up	$0.00	$(22,327.00)	$0.00	$(22,327.00)
Telecom/AV/Security Allowance	$0.00	$(18,006.00)	$0.00	$(18,006.00)
SMT Allowance	$0.00	$(3,927.00)	$0.00	$(3,927.00)
WRP - Painting	$0.00	$(2,200.00)	$0.00	$(2,200.00)
WRP - Wall and Door Protection	$0.00	$(5,487.00)	$0.00	$(5,487.00)
WRP - Termite Control	$0.00	$(460.00)	$0.00	$(460.00)
WRP - Exterior Kennel	$0.00	$(4,886.00)	$0.00	$(4,886.00)
Owners Contingency	$0.00	$(27,659.00)	$0.00	$(27,659.00)
Totals	$0.00	$(133,780.00)	$0.00	$(133,780.00)
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$0.00
	Fee on JTV			$0.00
	Bond			$0.00
	Remodel Tax			$0.00
	TOTAL			**$(133,780.00)**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 8/17/2020

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Thomas Morrill

Proposal Valid for 10 Days

Williamson County Regional Animal Shelter Funds Give Back

Cost Code	Cost Code Description	Current Balance	Total Give Back
01 21 33	Buyout Savings	$ 48,828	$ 48,828
01 43 31	Mock Up	$ 22,327	$ 22,327
01 21 11	Telecom/AV/Security Allowance	$ 18,006	$ 18,006
01 21 12	SMT Allowance	$ 3,927	$ 3,927
09 91 81	WRP - Painting	$ 2,200	$ 2,200
10 26 81	WRP - Wall and Door Protection	$ 5,487	$ 5,487
31 31 81	WRP - Termite Control	$ 460	$ 460
13 34 06	WRP Exterior Kennel	$ 4,886	$ 4,886
01 21 31	Owners Contingency	$ 27,659	$ 27,659
	Total Give Back		**$ 133,780**

Commissioners Court - Regular Session **38.**

Meeting Date: 09/29/2020

River Ranch County Park P315 - Prime Construction Change Order No. 08

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 deductive Change Order No. 08 from Prime Construction for the River Ranch County Park in the amount of <$11,078.05> (CREDIT). This change order results in an overall credit to the project.

Background

This change order is a credit to the project due to deductive water and electrical services.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

River Ranch CP Prime CO#08

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/24/2020 10:07 AM
County Judge Exec Asst.	Andrea Schiele	09/24/2020 10:28 AM
Form Started By: Wendy Danzoy		Started On: 09/24/2020 09:59 AM
Final Approval Date: 09/24/2020		

PRIME CONSTRUCTION COMPANY, INC.

WWW.PCCIUSA.COM 20907 Martin Ln Pflugerville, TX 78660 (office) 512.244.7799 (fax) 512.990.9886

CHANGE ORDER NO. 08

Project: River Ranch County Park

This Change Order includes the following modifications to the scopes of work originally contracted for the subject project between **Ritter – Botkin Prime Construction Company Inc.** (Contractor) and Williamson County (Owner):

SCOPE:

Change Event #122 – Deduct for Water & Electric Services

Water	$-10,705.24
Electric	$ - 372.81

Total request for this Change Order **$-11,078.05**

This Change Order shall constitute full and final negotiations for the said scope of work with no assumptions, additional obligations, or promises made other than what is strictly written within this document. This instrument cannot and does not change, modify, or exclude any terms within the original contract entered into previously by both parties unless specifically stated. This change order will become effective, in whole, with signatures from parties noted below.

Change Order : $ -11,078.05

Design Workshop

Claire Hempel 9/22/20
Signature / Date

Claire Hempel
Printed Name

Prime Construction Company Inc.

Gregg Matocha
Signature / Date

Gregg Matocha
Printed Name

Williamson County

Signature / Date

Printed Name

Commissioners Court - Regular Session **39.**

Meeting Date: 09/29/2020

Child Advocacy Center Addition (P530) Work Authorization No. 2 - Kleinfelder, Inc.

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 Work Authorization No. 2 for the Child Advocacy Center (P530) in the amount of $12,365.00 to expire on January 31, 2021, under Williamson County Contract for Engineering Services between Williamson County and Kleinfelder, Inc. dated May 5, 2020.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Child Advocacy Center Addition (P530) Work Authorization No. 2 - Kleinfelder, Inc.

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/24/2020 10:58 AM
Building Maintenance (Originator)	Wendy Danzoy	09/24/2020 11:52 AM
Hal Hawes	Hal Hawes	09/24/2020 01:45 PM
County Judge Exec Asst.	Andrea Schiele	09/24/2020 01:53 PM
Form Started By: Wendy Danzoy		Started On: 09/24/2020 10:09 AM
Final Approval Date: 09/24/2020		

WORK AUTHORIZATION NO. 2

PROJECT: Child Advocacy Center Annex (P530)

This Work Authorization is made pursuant to the terms and conditions of the **Contract for Engineering Services**, being dated **May 5, 2020,** and entered into by and between **Williamson County** a political subdivision of the State of Texas, ("County"), and **[Kleinfelder, Inc.]**, ("Engineer").

ARTICLE 1

Engineer shall provide Geotechnical Engineering Services set forth in **Attachment A** of this Work Authorization.

ARTICLE 2

The maximum amount payable for Basic Services under this Work Authorization without modification is **Twelve Thousand, Three Hundred Sixty-Five Dollars ($ 12,365.00)** as set forth in **Attachment B** of this Work Authorization.

ARTICLE 3

Payment to Engineer for the services established under this Work Authorization shall be made in accordance with the Agreement.

ARTICLE 4

This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **January 31, 2021** as set forth in **Attachment C** of this Work Authorization. The Engineering Services set forth in **Attachment A** of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

ARTICLE 5

This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

ARTICLE 6

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. A/E understands and agrees that County's payment of amounts under this Work Authorization is contingent on County receiving appropriations or other expenditure authority sufficient to allow County, in the exercise of reasonable

administrative discretion, to continue to make payments under this Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement 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 affect such termination by giving written notice of termination to A/E.

ARTICLE 7

This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this _____ day of _____, 20___.

A/E:	**COUNTY:**
Kleinfelder, Inc.	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Jason Reeves, PE	
Printed Name	Printed Name
Texas Materials Testing Manager	
Title	Title

ATTACHMENT A

SERVICES PROVIDED BY ENGINEER

Site Reconnaissance and Utility Clearance

Prior to drilling operations, we will contact the Texas 811 system for utility locations; however, be aware that the Texas 811 system only locates buried utilities within existing public easement and rights-of-way. All private on-site utilities such as irrigation lines, data lines, fire lines, electric lines, gas lines, and any other underground features must be located by Williamson County prior to the start of our field work. Due to safety concerns, it is critical that the underground utilities are properly located. Notifying the Texas 811 system alone may not provide the level of assurance required by Williamson County. The disruption of utilities or damage to underground structures which have not been marked by their owner will be the responsibility of others. To achieve a higher level of assurance, it may be required by Engineer to retain a utility locator (for an additional fee) to locate these utilities (marked or unmarked) prior to drilling. Engineer will consult with Williamson County to determine whether this step is necessary on a case-by-case basis. Also, Engineer can provide the name of a private utility locator that Williamson County can retain directly for these services, if needed.

Prior to the start of field activities, Engineer will prepare a site-specific Health and Safety Plan, which designates Personal Protective Equipment (PPE) and safe work practices to be used during field exploration activities.

Engineer will record the boring locations with a hand-held global positioning system (GPS) device (horizontal accuracy of approximately 15 feet). Locations may also be located by field measuring distances from a known location on the site map for better accuracy.

Field Exploration

Based on conversations with Williamson County, it is understood that the borings are accessible to truck-mounted drilling equipment, and no special training or permits will be required to access the boring locations on airport property. The borings will be drilled with a truck-mounted drill rig. Field work for this project will be performed under the direct supervision of a professional engineer, and soils will be logged in the field by Engineer's representative. Field exploration will include the following:

- Coordinate field activities with Williamson County personnel.
- One (1) boring to a depth of 15 feet, and two (2) borings to a depth of 25 feet within the building addition footprint.
- Three (3) borings to a depth of 10 feet within the proposed pavement addition.
- Borings will be completed with a truck-mounted drill rig during regular working hours (Monday to Friday 7 am to 6pm). No weekend or evening work will be required. Our proposal assumes boring are accessible to truck-mounted drilling equipment, and clearing, grading, traffic control, and permits will not be required to conduct our field exploration.
- Obtain relatively undisturbed tube samples and standard penetration test (SPT) samples as appropriate for the soils encountered.
- Core rock with an NX-size core barrel or evaluate with the Texas Cone Penetrometer test (TCP) if competent bedrock is encountered.
- Observe for groundwater seepage during drilling and at completion of individual borings; when considered necessary. Observations may also be made at the end of the day.
- Loosely backfill boreholes with cuttings upon completion or after delayed water levels are recorded. Extra cuttings will be spread on the ground surface nearby in grass-covered areas.
- Patch boring that are located in pavement areas with cold asphalt at the surface.

During the course of drilling, we will check for the presence of groundwater and record the depths.

Laboratory Testing

Select laboratory testing will be conducted on representative samples obtained during the field exploration. The tests will be used to classify the soils, identify subsurface site characteristics, and provide data for analysis. These tests may include:

- Moisture content;
- Atterberg limits (liquid and plastic limits);
- Unconfined compressive strength;
- Percent passing No. 200 sieve;
- Swell Tests; and
- Soil chemistry including pH, electrical resistivity, sulfates, sulfides, chlorides, and oxidation reduction.

Kleinfelder will retain soil/rock samples for 30 days after submission of the final report, at which time samples will be discarded. Further storage or transfer of samples can be made at owner expense upon written request.

Geotechnical Report

Evaluation of the field and laboratory data will be performed for the project, based on available project concepts. A report will be prepared under the direction of a registered professional engineer. Information to be provided in the report will include:

- Plan of borings illustrating the approximate location of each boring.
- A log of each boring indicating the boring number, depth of each stratum, soil and rock classification and description, and groundwater information.
- Description of the field exploration and laboratory testing.
- General discussion of the site geology.
- Discussion of subsurface soil, rock, and groundwater conditions.
- Calculated potential vertical rise (PVR) from expansive soil.
- Recommended remedial measures for the floor slab subgrade to reduce the impact of expansive soil.
- Recommendations for foundation type, depths, and allowable bearing pressures.
- Earthwork recommendations, including suitability of on-site materials for use as structural fill and remedial measures (if necessary) for existing fill.
- Seismic geotechnical criteria based on IBC 2015.
- Recommendations for pavement thickness. For pavements with concentrated truck and bus traffic, Williamson County must provide an estimate of the anticipated traffic.

ATTACHMENT B

COST OF SERVICES

Engineer proposes to perform the *Scope of Services* for a **Not to Exceed fee of $12,365.** Invoices will be issued on a monthly basis and upon completion of the project. These amounts will not be exceeded without prior approval. Williamson County and Engineer may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation.

The schedule summarized above may be significantly impacted by work limitations imposed by government mandates and general health concerns related to COVID-19. If the work is limited due to these concerns, our schedule will be extended. We will notify Williamson County immediately if this occurs.

ATTACHMENT C SCHEDULE

OF SERVICES

The field exploration will begin approximately 5 to 7 days from the time written authorization is received, depending on driller availability. The fieldwork will require approximately 2 days, depending on weather conditions and site accessibility. The laboratory testing should be completed within 2 weeks after completion of the field exploration. The report preparation should be completed within 2 weeks after completion of the laboratory testing.

Meeting Date: 09/29/2020

4. Williamson County Inner Loop Annex (P434) – Vaughn Construction Change Order No. 17

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #17 in the amount of $1,091.00. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is for labor and materials to provide installation of a Pendant Light and to demo a control panel. There are no time extensions included. On January 7, 2020, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders up to $30,000 in relation to Williamson County Inner Loop Annex Project, pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vaughn Change Order No. 17 Inner Loop (P434)

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/24/2020 10:58 AM
County Judge Exec Asst.	Andrea Schiele	09/24/2020 11:55 AM
Form Started By: Wendy Danzoy		Started On: 09/24/2020 10:15 AM
Final Approval Date: 09/24/2020		

VAUGHN
CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

July 24, 2020

Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Re: Annex Renovation
Job No: 279101

Subj: Change Proposal No. 279101-0017

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $1,091 (one thousand ninety-one) dollars to provide Installation of (1) Pendant Light, and Demo of Control Panel for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0017

QUOTATION :

Item	Labor	Materials	Subs	Total
Installation of (1) Pendant Light, and Demo of Control Panel	$0.00	$0.00	$657.00	$657.00
Patch and paint for control demo	$150.00	$150.00	$0.00	$300.00
Totals	$150.00	$150.00	$657.00	$957.00
	Insurance, Tax, Benefits on Labor			$2.30
	Overhead			$0.00
	Fee on Subs			$65.70
	Fee on JTV			$52.15
	Bond			$13.63
	Remodel Tax			$0.00
	TOTAL			**$1,090.78**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 7/24/2020

Accepted

By: Dwayne Donley

Date 8-11-2020

VAUGHN CONSTRUCTION

By:

Thomas Morrill

Proposal Valid for 10 Days

2791-01 Wilco Annex Renovation Funds Tracking Log

CP #	Description	Date Submited	Date Returned	Amount	Days Added	Owners Contingency Remaining
1	Credit for Taking Security Scope from Contract	3/2/2020	4/22/2020	$ (195,667.00)	0	$ 190,000.00
2	Changes associated with ASI 1	3/18/2020	4/22/2020	$ 9,995.00	6	$ 180,005.00
3	Various Framing/Sheet Rock Changes Per RFI's 41, 51, 52 and 54	3/26/2020	4/22/2020	$ 1,905.00	0	$ 178,100.00
4	Sprinkler System changes per RFI 49 and ASI 002	3/30/2020	6/9/2020	$ 121,178.00	59	$ 56,922.00
5	Bring existing water heater up to code per RFI 045	3/31/2020	4/22/2020	$ 3,218.00	0	$ 53,704.00
6	Various Electrical Changes per RFI's 1, 5, 6, 23, 30, 31, 32, 34	4/2/2020	5/5/2020	$ 9,726.00	26	$ 43,978.00
7	sawcut, excavate and tie in drain line per RFI 65	5/8/2020	5/11/2020	$ 7,164.00	0	$ 36,814.00
8	sawcut and relocate electrical conduit and domestic water line into Receptions wall per RFI 6R	5/8/2020	5/11/2020	$ 4,504.00	0	$ 32,310.00
9	Add Unistrut and All thread system to support soffit in Voting Room 101 -Per RFI 50	5/8/2020	5/11/2020	$ 3,023.00	0	$ 29,287.00
10	Material and labor to cut out and re-caulk the gray sealant with aluminum stone sealant	5/11/2020	5/19/2020	$ 855.00	0	$ 28,432.00
11	Adding (2) 42 Circuit panels, 75KVA Transformer, and Demo (1) 24 Circuit panel	6/2/2020	6/4/2020	$ 19,578.00	8	$ 8,854.00
12	Additional framing for recessed projector screens	6/10/2020	6/10/2020	$ 1,671.00	0	$ 7,183.00
13	unneeded electrical scope at the Annex and Radio Shop	6/11/2020	7/9/2020	$ (1,990.00)	0	$ 9,173.00
County Added Contingincy Funds $150,000						$ 159,173.00
14	paint existing gas pipe on roof	6/22/2020	7/15/2020	$ 5,179.00	0	$ 153,994.00
15	A/V and Data Changes	7/7/2020	7/9/2020	$ 3,042.00	0	$ 150,952.00
16	Open Office 602 Ceiling	7/7/2020	7/9/2020	$ 15,965.00	0	$ 134,987.00
17	Installation of (1) Pendant Light, and Demo of Control Panel	7/24/2020		$ 1,091.00		$ 133,896.00
18						
19						
20						
T				$ 10,437.00	99	$ 133,896.00

Initail Contract Amount	$3,761,000.00
New Contract Amount	$3,771,437.00
Initial Completion Date	11/13/2020
New Completion Date	2/20/2021

Doyle Electric, LLC
917 Sixth St
Marble Falls, Texas 78654
Phone: 512-743-5534

Request for Change Order

7/24/2020

TO:
Vaughn Construction
Doug Boram
Houston, Texas 77042

JOB:
Project: Annex Renovation
301 SE Inner Loop #109
Georgetown, TX 78626

Change Order Number: 552 - 18

CHANGE ORDER INFORMATION: Installation of (1) Pendant Light, and Demo of Control Panel

WORK DESCRIPTION: Includes installing (1) Pendant Light, Demo of (1) Control Panel

The total amount of this Change Order is: **$657.00**

Total Number of Working Days: **1**

Exclusions:
- **Overtime**
- **Sheetrock Patch work**
- **Tax**
- **Existing Electrical Voltage Conditions**
- **Paint**
- **Schedule Delays**

Sincerely,

Dustin Doyle

Dustin Doyle
Doyle Electric, LLC
512-743-5534

Item#	Description	Qty	Price	Price Unit	Ext Price	Labor	Labor Unit	Ext Labor
2659	#14 THHN CU Stranded Wire	60.00	106.44	M	6.39	0.00	M	0.00
2660	#12 THHN CU Stranded Wire	85.00	163.28	M	13.88	0.00	M	0.00
4897	4" Square-1G Plaster Ring-5/8"D	1.00	948.10	C	9.48	0.00	E	0.00
T0001	Demo of Controll Panel	1.00	0.00		0.00	2.00	E	0.00
T0002	Installation of Pendant Fixture	1.00	0.00		0.00	0.00	E	0.00
					29.75			0.00

Change Order Summary	
Material Total	$29.75
Material Subtotal	***$29.75***
Electrician Hours	4.00
Electrician per Hour with Burden	$35.03
Overtime Electrician Hours	
OT Electrician per Hour with Burden	N/A
Superintendent Hours	4.00
Superintendent per Hour with Burden	$59.85
OT Superintendent Hours	
OT Superintendent per Hour with Burden	N/A
Labor Subtotal	***$379.52***
Consumables (6% of material)	*$1.78*
Project Management (5% of labor)	*$18.98*
Safety ($0.50 per labor hour)	*$0.00*
Equipment	*$125.00*
Subcontractors	*$0.00*
Direct Costs Subtotals	***$145.76***
Total Costs Subtotal	$555.03
Overhead & Profit (15%)	$83.25
Bond (3%)	$19.15
CHANGE ORDER TOTAL	$657

Commissioners Court - Regular Session **41.**

Meeting Date: 09/29/2020

5. Williamson County Inner Loop Annex (P434) – Vaughn Construction Change Order No. 18

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #18 in the amount of $1,225.00. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is for materials and installation of a new wall-mounted wire rack in IT Supply Closet. There are no time extensions included. On January 7, 2020, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders up to $30,000 in relation to Williamson County Inner Loop Annex Project, pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

5. Williamson County Inner Loop Annex (P434) – Vaughn Construction Change Order No. 18

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/24/2020 10:58 AM
County Judge Exec Asst.	Andrea Schiele	09/24/2020 11:54 AM
Form Started By: Wendy Danzoy		Started On: 09/24/2020 10:16 AM
Final Approval Date: 09/24/2020		

VAUGHN
CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

August 03, 2020

Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Re: Annex Renovation
Job No: 279101

Subj: Change Proposal No. 279101-0018

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $1,225 (one thousand two hundred twenty-five) dollars to provide and install a new wall mounted wire rack in IT Supply Closet 806 for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0018

QUOTATION :

Item	Labor	Materials	Subs	Total
provide and install a new wall mounted wire rack in IT Supply Closet 806	$0.00	$0.00	$1,100.00	$1,100.00
Totals	$0.00	$0.00	$1,100.00	$1,100.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$110.00
	Fee on JTV			$0.00
	Bond			$15.31
	Remodel Tax			$0.00
	TOTAL			**$1,225.31**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 8/3/2020

Accepted

By: Dwayne Jones

Date 8-1-2020

VAUGHN CONSTRUCTION

By: Thomas Morrill

Thomas Morrill

Proposal Valid for 10 Days

2 Sierra Way, Ste 105 | Georgetown, Texas 78626 | (P) 888.902.5563 | (F) 254.299.1396 | www.tfeconnect.com

Quote #94228

Brandy A. Mynar-Olson, Account Manager
Brandy.Olson@TFEconnect.com | 254-741-2456
Paul Pelton, Structured Cabling Design Estimator
Paul.Pelton@TFEconnect.com | 512-819-6932

To: Vaughn Construction

Date: July 28, 2020

Attn: Shawn Baggett

RE: Williamson County - Inner Loop Annex & Radio Shack Building Renovation - Structered Cabling Division 27 10 00

- Please Reference Quote Number on Correspondence -

Qty	Part #	Description	Price Each	Extended
		Copper & Fiber Section		
1	MRQ300S10	Wall Mount, Standard MiniRaQ	$ 850.58	$ 850.58
1	13622-012	Grounding Bus Bar	$ 100.99	$ 100.99
10	THHN6-GR	6AWG Green Ground Wire	$ 0.60	$ 6.00
		CATV Section		
1	TFE-MISC	Miscellaneous Cables, Connectors and Installation Hardware	$ 22.83	$ 22.83
1	TFE-CABLE	Labor & Installation	$ 119.60	$ 119.60
			Total	**$ 1,100.00**

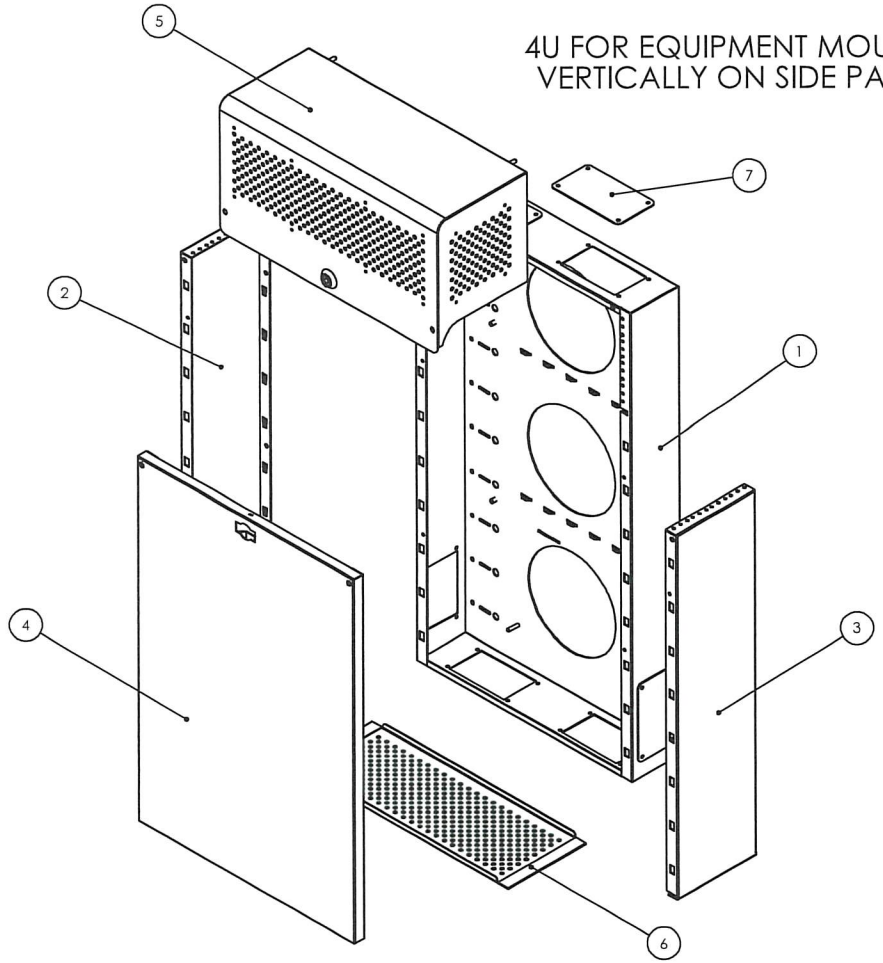
Terms and Conditions

* Pricing is based on an eight (8) hour workday, Monday through Friday, 8:00 AM to 5:00 PM.
* If required, customer will provide all installation personnel with access badges, keys, and/or escorts in order to perform the work in a timely manner.
* Customer will have a designated Project Manager to answer any/all questions that might arise during the project installation.
* Customer will provide an area, of adequate size, for storage of materials.
* Return trips for operational verification of other vendors' equipment will be at billable rates should there be no fault found with the cabling installation.
* Any customer requested work and/or materials beyond the original scope of work described in this proposal are subject to additional charges. An authorized s required before any additional work will be performed. Due to time constraints, any changes in the scope of work may require additional time to complete tl
* TFE will not rough-in any cable until site is determined ready by TFE. (ie. paint, electrical, secure facility, ect.)
* Cable color is specified by TFE unless previously agreed upon between customer and TFE.
* Payment for material is due upon delivery.
* Customer is responsible for any applicable sales and/or use tax.

Scope

* Provide and Install 1 Wall mount Rack and Mount Patch Panels
  Ground Rack

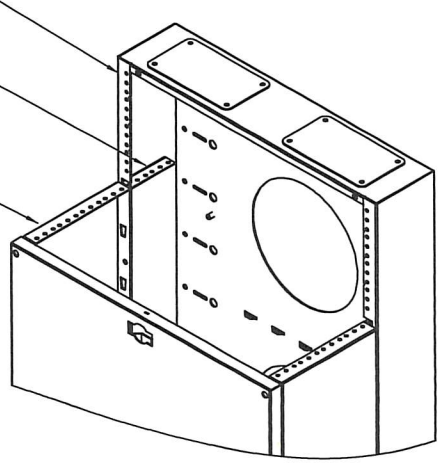
ITEM #	DESCRIPTION	QTY.
1	BACK PLATE	1
2	LEFT SIDE PANEL	1
3	RIGHT SIDE PANEL	1
4	FRONT PANEL	1
5	COVER	1
6	VENT TRAY	1
7	RECTANGULAR PLATE	6



4U FOR EQUIPMENT MOUNTED VERTICALLY ON BACKPLATE

2U FOR EQUIPMENT MOUNTED VERTICALLY INSIDE OF BACKPLATE

4U FOR EQUIPMENT MOUNTED VERTICALLY ON SIDE PANELS



NOTES:
1. INSTALLATION MUST COMPLY WITH NATIONAL AND LOCAL ELECTRICAL REGULATIONS.
2. ALL DIMENSIONS ARE IN INCHES.
3. NET WEIGHT OF UNIT IS 54 LBS.
4. CABLE ENTRY IS TOP, BOTTOM, AND SIDES OF UNIT.
5. EQUIPMENT MOUNTING IS 12-24 TAPPED IN EIA PATTERN.
6. CAPACITY IS 400 LBS. WHEN MOUNTED AS RECOMMENDED.
7. CONSTRUCTION IS 14AWG C.R. STEEL WITH BLACK POWDER COAT FINISH.

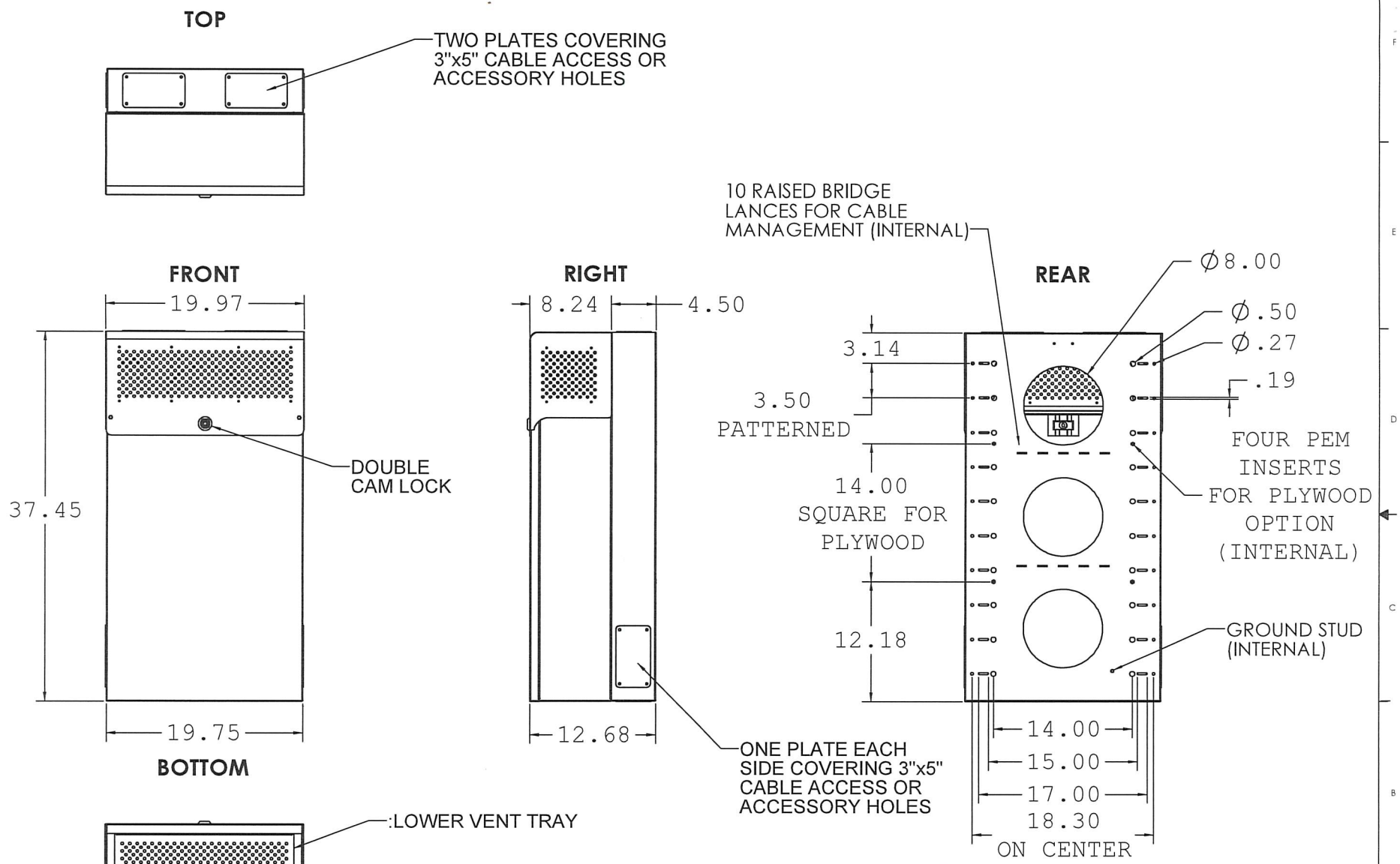
Black Hawk Labs

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF BLACKHAWKLABS. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF BLACKHAWKLABS IS PROHIBITED.

COMMENTS: MRQ300S10 Sheet 1/2

TITLE: MiniRaQ Standard

SIZE	DWG. NO.	DATE	REV
C	90-065	3-20-11	2
		DRAWN BY ML	
SCALE: 2:1	WEIGHT: 54 lbs	SHEET 1 OF 2	



NOTES:

1. INSTALLATION MUST COMPLY WITH NATIONAL AND LOCAL ELECTRICAL REGULATIONS.
2. ALL DIMENSIONS ARE IN INCHES.

PROPRIETARY AND CONFIDENTIAL

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF BLACKHAWKLABS. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF BLACKHAWKLABS IS PROHIBITED.

COMMENTS: MRQ300S10 Sheet 2/2

TITLE: MiniRaQ Standard

SIZE	DWG. NO.	DATE	REV
C	90-065	3-20-11	2
		DRAWN BY ML	
SCALE: 2:1	WEIGHT: 54 lbs	SHEET 2 OF 2	

Commissioners Court - Regular Session **42.**

Meeting Date: 09/29/2020

Williamson County Inner Loop Annex (P434) – Vaughn Construction Change Order No. 20

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #20 in the amount of <$6,000.00.> This deductive change order will be credited to owner's contingency from within the original project budget and results in an overall credit to the project.

Background

This deductive change order is a credit for alternate carpet flooring. There are no time extensions included. On January 7, 2020, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders up to $30,000 in relation to Williamson County Inner Loop Annex Project, pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Williamson County Inner Loop Annex (P434) – Vaughn Construction Change Order No. 20

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/24/2020 10:58 AM
County Judge Exec Asst.	Andrea Schiele	09/24/2020 11:56 AM
Form Started By: Wendy Danzoy		Started On: 09/24/2020 10:20 AM
Final Approval Date: 09/24/2020		

VAUGHN
CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

August 03, 2020

Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Re: Annex Renovation
Job No: 279101

Subj: Change Proposal No. 279101-0020

Dear Sir or Madam:

We respectfully submit our proposal for a decrease to our contract in the amount of $6,000 (six thousand) dollars to provide Credit for accepting alternate carpet flooring at Annex for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0020

QUOTATION :

Item	Labor	Materials	Subs	Total
Credit for accepting alternate carpet flooring at Annex	$0.00	$0.00	$(6,000.00)	$(6,000.00)
Totals	$0.00	$0.00	$(6,000.00)	$(6,000.00)
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$0.00
	Fee on JTV			$0.00
	Bond			$0.00
	Remodel Tax			$0.00
	TOTAL			**$(6,000.00)**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 8/3/2020

Accepted

By: Dwayne Morrill

Date 8-11-2020

VAUGHN CONSTRUCTION

By: Tom Morrill

Thomas Morrill

Proposal Valid for 10 Days

Intertech
COMMERCIAL FLOORING

~~October 9, 2019~~ August 3. 2020 A18053C

Camille Carpenter – Vaughn Construction
CCarpenter@vaughnconstruction.com
512-516-4569

Re: WILCO Inner Loop Annex & Radio Shop Building

Dear Camille,

Our proposal is as follows:

To provide labor and material necessary to install-
- Carpet
- C01 - Mohawk; Style: Hem Series; Color: Custom 955 Skinny with color 33C109 Electric Orange Sorbet as the accent Stripe; Size: 12"x36"; Herringbone
- C02 - Mohawk; Style: Hem Series; Color: Custom 955 Skinny with color 33C109 Electric Orange Sorbet as the accent Stripe; Size: 12"x36"; Ashlar
Credit for accepting alternate carpet ($6,000.00)

- C03 - Carpet to match building standard
- **Resilient**
- VF02 - Armstrong; Pattern: Natural Creations; Item#: NA190; Color: Moroccan Sand; Style: Arborart Avila Oak; Size 4"x36"
- **Rubber Base**
- VF01 - Flexco; Profile: Millwork Reveal; Color: 48 Grey WG
- VF03 – Base to match existing
- Transitions (rubber)
- Minor Floor prep
- During normal business hours

Total ~~$142,111.00~~ **$136,111.00**

~~**Ceramic floor, Schleuter metals and walls $54,294.00**~~

~~**Ramboard Protection on floors* ADD $4,500 for all $1,500 for Ceramic only**~~

- This bid does **not** include sales tax on freight or materials. **No tile work is figured in Radio Shop Bldg.**

- Ceramic floor tile is Arizona per finish installed per TCNA F125 Thin set with Customs 9240 Waterproofing / Anti Fracture membrane over acceptable concrete by others with EPOXY grout.
- Ceramic wall is Arizona and Dal Tile per finish and elevations installed per TCNA W245 over backer board installed and prepared by others with High Performance grout.
- All metals are included per finish and details.
- ***Protection is supply and install only; does not include removal or maintaining of protection.**
- This proposal includes patching of minor holes and cracks but does not include the floating and leveling of rough and uneven concrete slabs.
- Intertech Flooring only uses environmentally safe adhesives as instructed in specifications.
- Workers Compensation and Liability Insurance cover all Intertech Flooring installers.

Respectfully submitted

Billy Chrzan

Billy Chrzan
Project Manager / Safety
Director of Wood Flooring
C 512.771.1880
O 512.385.4574 x-352
E bchrzan@intertechflooring.com

JOB SPECIFIC EXCLUSIONS: This bid does not include floor protection, shop drawings; excludes floor floating, leveling or repair of concrete; cleaning or removal of oil, grease, solvents, paints, plaster or other foreign substances; excludes work after hours and weekends and multiple phases; excludes any permits required by state(s) or local requirements; caulking, expansion materials, any items not listed above, mortar beds under tile floors, sealers, supply, taping or install of backer board, work week is figured as 5 – 8 hour days. Overtime, demo, major floor prep, sealed concrete, Wood base, moisture or PH barriers, vacuuming, waxing, mopping and protection of our finished product from damage by others, any flooring service, product or its accessories not specifically mentioned above.

MATERIALS TARIFF CONTINGENCY
As a result of the well-publicized trade dispute between the United States government and a number of other countries, substantial tariffs on manufactured goods and materials have been imposed, and additional tariffs may be imposed in the future. Intertech Flooring believes the pricing contained in this quotation is accurate as of the date of submission. Intertech Flooring reserves the right to modify its price, or withdraw its bid, in the event of a vendor price increase due to tariffs or if subsequent government action yields a material

increase in the price of required materials or serves to interrupt the supply of required materials.

SITE CONDITIONS: Per CRI-104 7.0, the owner or general contractor is responsible for providing an acceptable substrate for the specified installation as well as light, power, water and HVAC enclosed space.

SCHEDULE ACCELERATION: If the schedule is accelerated beyond the plan at the time of pricing, additional charges may occur in order to accommodate extra staff and/or irregular hours.

FLOOR PREPARATION: Substrate must meet manufacturer's requirement for flatness and levelness even if that standard is more demanding than what the concrete contractor's specifications call for. Any leveling or floating to meet these standards will result in additional charges and will be billed on a per bag basis at the following rates unless otherwise specified; $55 per bag for general floor prep/feather finish and $125 per bag for self-leveler.

AMBIENT RELATIVE HUMIDITY: Must be within manufacturer recommended values for certain products such as wood flooring prior to installation. Please refer to the National Wood Flooring Association Guidelines Chapter 1 Part 1 Section C, Chapter 2 Part 1 Sections A and B, in addition to the manufacturer's specifications for the specified product requirements.

PRODUCT STORAGE: Client is subject to payment for materials held more than 30 days prior to the start or 30 days subsequent to the last day of the job. Storage fees are $.25 per yard per month for rolled/sheet goods and $100 per pallet/bin per month for all other material. Client is not subject to early storage if a result of our own ordering process.

WARRANTY: Intertech Flooring will provide a one year workmanship warranty on most services. Warranty does not include any moisture related sub floor failures or product failures as they are subject to the respective manufacturer.

GENERAL TERMS: Intertech Flooring will not accept charge backs of damage or cleaning without the option to inspect claim(s) to repair or without the option to make arrangements for acceptable repairs at their expense. Intertech Flooring is not responsible for any claims that might result from product delivery date changes beyond their control.

SPECIAL ORDERED / CUSTOM MATERIALS: If a manufacturer requires a deposit to manufacture/ship certain items, client will be responsible for pre-payment of said deposit. This proposal is valid for thirty (30) days. Full payment is due thirty (30) days from receipt of invoice unless otherwise specified.

We require a 50% deposit on all new customers or where negotiated and/or required. Credit cards are subject to a 3% service fee on all products.

NOTE: NO PRODUCT ORDERS WILL BE PLACED WITHOUT APPROVED SUBMITTALS ON HAND

*PLEASE NOTE BID IS VALID FOR 90 DAYS *

Commissioners Court - Regular Session **43.**

Meeting Date: 09/29/2020

Williamson County Inner Loop Annex (P434) – Vaughn Construction Change Order No. 19

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #19 in the amount of $1,288.00. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is to provide removal of metal panels and finishing of Kitchen 609 wall. There are no time extensions included. On January 7, 2020, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders up to $30,000 in relation to Williamson County Inner Loop Annex Project, pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Williamson County Inner Loop Annex (P434) – Vaughn Construction Change Order No. 19

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/24/2020 10:32 AM
Form Started By: Wendy Danzoy		Started On: 09/24/2020 10:23 AM
Final Approval Date: 09/24/2020		

VAUGHN
CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

August 03, 2020

Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Re: Annex Renovation
Job No: 279101

Subj: Change Proposal No. 279101-0019

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $1,288 (one thousand two hundred eighty-eight) dollars to provide removal of metal panels and finishing of Kitchen 609 wall for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0019

QUOTATION :

Item	Labor	Materials	Subs	Total
Refinish and paint wall in Kitchen 609	$0.00	$0.00	$931.00	$931.00
Removal and clean up of metal panels	$244.00	$0.00	$0.00	$244.00
Totals	$244.00	$0.00	$931.00	$1,175.00
	Insurance, Tax, Benefits on Labor			$3.73
	Overhead			$0.00
	Fee on Subs			$93.10
	Fee on JTV			$0.00
	Bond			$16.10
	Remodel Tax			$0.00
	TOTAL			**$1,287.93**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 8/3/2020

Accepted

By Dwayne Donald

Date 8-11-2020

VAUGHN CONSTRUCTION

By: Thomas Morrill

Thomas Morrill

Proposal Valid for 10 Days

Slater Painting

7/31/2020

Jarvis Brawley
Vaughn Construction
6604 N. Lamar
Austin, TX 78712

Re: Wilco Annex

Dear Jarvis:

We have reviewed proposal request to tape, float and paint 8' X 12' added wall and the cost for this work is an add of $ 930.50

Attached for your review is our cost breakdown. Please advise if this change proposal is accepted.

Sincerely,

Brad Jackson
Project Manager

9607 Gray Blvd Austin, TX 78758 Phone:512-451-4246 Fax:

ESTIMATE RECAP

PROJECT: WILCO ANNEX
BID DATE: 7/31/20

DESCRIPTION	QNTY	UNIT	LABOR M.H.UNIT	$25.11 MAN HOUR	TOTAL	MATERIAL: UNIT	TOTAL	PROJECT F TOTALS
T/F WALLS	192	SF	0.030	5.76	144.63	0.100	19.20	163.83
PRIME WALLS	192	SF	0.010	1.92	48.21	0.040	7.68	55.89
PAINT WALLS- 1ST COAT	192	SF	0.008	1.54	38.57	0.060	11.52	50.09
PAINT WALLS- 2ND COAT	192	SF	0.008	1.54	38.57	0.060	11.52	50.09
PROTECTION & CLEAN UP	1	LS	8.000	8.00	200.88	100.000	100.00	300.88
SUBTOTAL				18.75	470.86		149.92	620.78
BURDEN	40.00 %				188.35			188.35
SALES TAX	0.00 %						0.00	0.00
SUBTOTAL					659.21		149.92	809.13
						O & P	0.15	121.37
						TOTAL		930.50

Williamson County Annex Renovation
Form B

Change in Work - Cost Analysis Form

(To Be Completed All Subcontractors, Suppliers & Contractors Associated with the Change Proposal)

roject No. & Name: 2791-01 Wilco Annex Renovation DATE 8/3/2020

Contractor Name: Vaughn Construction Change No. 019

scription of Change: Metal Panel removal and cleanup in Kitchen 609

Means Code	Description	Quantity	Unit	Unit Cost	Labor	Material & Equipment	Subcontract
	Labor (2 guys, .5 days)	8.0		$ 26.54	$212.32	$ -	$ -
					$ -	$ -	$ -
				SUBTOTAL	$ 212.32	$ -	$ -
				BOND			$ -

Work preformed by the Contractor's own employees		**SUBTOTAL**	$ 212.32
Work up to $10,000.00, add...	15.0%		$ 31.85
Work between $10,000.01 and $20,000.00, add...	10.0%		$ -
Work greater than $20,000.00, add...	7.5%		$ -

Managing subcontracted work		**SUBTOTAL**	$ -
Work up to $10,000.00, add...	10.0%		$ -
Work between $10,000.01 and $20,000.00, add...	7.5%		$ -
Work greater than $20,000.00, add...	5.0%		$ -

Sales Tax 8.25% $ -

TOTAL FOR THIS CHANGE PROPOSAL $ 244.17

Commissioners Court - Regular Session **44.**

Meeting Date: 09/29/2020

SAM 2586 WA4 Durham Park Subdivision

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 4 in the amount of $61,901.50 to expire on December 31, 2020 under Williamson County Contract for Surveying Services between Surveying And Mapping LLC and Williamson County dated May 19, 2020 for Design Survey & ROW delineation within Durham Park Subdivision. Funding source: P498.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SAM 2586 WA4 Durham Park Subdivision

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/18/2020 10:29 AM
County Judge Exec Asst.	Andrea Schiele	09/21/2020 08:29 AM
Form Started By: Vicky Edwards		Started On: 09/17/2020 11:53 AM
Final Approval Date: 09/21/2020		

WORK AUTHORIZATION NO. 4
PROJECT: Design Survey & ROW delineation within Durham Park Subdivision

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **May 19, 2020** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Surveying And Mapping, LLC** (the "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$61,901.50**.

Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **December 31, 2020**. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 2020.

SURVEYOR:	COUNTY:
Surveying And Mapping, LLC (SAM)	Williamson County, Texas
By: _____	By: _____
Signature	Signature
SCOTT BRASHEAR	Bill Gravell, Jr.
Printed Name	Printed Name
PROJECT MANAGER	Williamson County Judge
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

The County shall:

A. Designate a project manager to serve as the County's point of contact with the Surveyor.

B. Provide the specification requirements for all surveys.

C. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in Attachment C.

D. The horizontal datum for this project will be NAD83 (2011) Texas Coordinate System, Central zone, with a scale factor of 1.00012 or as provided by the county.

E. Vertical values for this project will be based on NAVD88, GEOID 12B.

F. It is assumed that Right-of-Entry (ROE) will not be required during this Work Authorization. If ROE is required, Williamson County will coordinate with the Property Owners prior to the Surveyor entering private property.

Attachment B - Services to be Provided by Surveyor (SAM)

Project Limits –

Throughout Durham Park Subdivision, Cara Cove (~923'), San Gabriel Dr. (~5,146'), Birdsong Cove (~402'), Deer Trail (~1,533'), Jenkins Davis Road (~1,317'), N San Gabriel Loop (~1,952') & S San Gabriel Loop (~1,927'). Approximately 13,200' total. As depicted in Exhibit "A".

Exhibit "A"

Project Control

The Surveyor shall establish horizontal & vertical control including a minimum of 4 points within the survey project limits at Durham Park subdivision. The survey control points (5/8" iron rods with aluminum caps set in concrete) will be set in locations that will likely be undisturbed by construction or maintenance. The project control will be placed on horizontal & vertical datum's [NAD83/2011/NAVD88 values (Texas Coordinate System, Central Zone)] with a scale factor of 1.00012 or as provided by the county. Elevations will be derived from GPS observations using Geoid 2012B model. Secondary control points will be set throughout the project corridors as needed to complete the scope of work.

Design/Topographic Survey

I. SAM will obtain design survey data within the project limits at approximate 50' intervals and major grade breaks necessary to produce a one-foot interval contour DTM. This data will typically include as follows: edge of pavement/gutter & back of curb, crown (physical centerline), roadway striping , top and bottom of drainage ditches, sidewalk, fences, guardrails, signs (with text), mailboxes, retaining walls, paved areas, buildings, driveways (with type noted), driveway pipes, visible utilities and visible evidence of underground utilities only. Design survey limits will be from fence line to fence line within the existing right-of-way. No trees will be located during this work authorization.

Right-of-Way Delineation Survey

I. Upon notice to proceed, the Surveyor will conduct research at the Williamson County Appraisal District/County Clerk's Office in order to obtain the most recent plat & right-of-way information. The Surveyor will recover monuments/front property corners marking the existing ROW lines (if any). This shall be done in conjunction with the design survey. Utilizing the records research and data collected from the field survey, the Surveyor shall determine locations of the existing ROW lines.

Project Deliverables (same deliverables for each site)

a. 2D planimetrics & 3D DTM (Microstation V8i)
b. GPK & TIN file
c. 1-Foot Contour map in Microstation V8i DGN format
d. 2D DGN of existing ROW delineation
e. PDF Field Book copies
f. ASCII file of points

ADDITIONAL SERVICES - In addition to the services described in the foregoing Scope of Services, the SURVEYOR can provide additional services if requested by Williamson County, on a time and materials basis, after submittal of an estimated budget and receipt of written authorization. These additional services could include, but are not limited to, the following:

- ROW surveying and mapping services beyond that scoped herein
- Replacement of any missing control monumentation
- Subsurface Utility Engineering services.
- Additional surveying to support engineering and or architectural design, beyond the scope described herein.
- Obtaining permission to access adjoining properties.
- Providing construction surveying or layout services
- Safeguarding or maintenance of control or benchmarks during construction.

Wilco WA 4 Road Topo/ROW Delineation
(Durham Park Subdivision)

ATTACHMENT C - WORK SCHEDULE

Surveying and Mapping, LLC

	Week 1 (10/5)	Week 2 (10/12)	Week 3 (10/19)	Week 4 (10/26)	Week 5 (11/2)	Week 6 (11/9)	Week 7 (11/16)
Verify/Establish Project Control							
Collect Design Survey							
Locate Existing Right of Way							
QA/QC & Prepare Final Deliverables							
Williamson County Review							

* Dependant upon weather

SAM, LLC has sufficient office & field staff available to accommodate accelerated work schedules that may become necessary during the course of the project. Please contact us immediately upon becoming aware of this situation to discuss compressing the schedule, along with associated fees, to deliver the final product to meet the new deadline.

ATTACHMENT D
TIME & MATERIALS PAYMENT BASIS
SURVEY SERVICES

Project: WA # 4 Durham Park Subdivision Phase 1 Topo & ROW Delineation
Proposal Number: 1019052774D

TASK DESCRIPTION	SENIOR PROJECT MANAGER	PROJECT MANAGER	STAFF SURVEYOR	SENIOR SURVEY TECHNICIAN	SURVEY TECHNICIAN	2-PERSON SURVEY CREW	3-PERSON SURVEY CREW	FIELD COORDINATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
Control Survey	1	4		2	8	20		2		$5,134.00
Topo/ROW Survey	1	8		20	40	200	20	2		$42,890.00
Abstract Map	1		10	38	16					$7,058.00
Final Deliverables	2	4		4	4					$1,632.00
SUB-TOTALS	5	16	10	62	68	220	20	4	0	$0.00 $56,714.00
HOURS SUB-TOTALS	5	16	10	62	68	220	20	4	0	405
CONTRACT RATE PER HOUR	$180.00	$160.00	$135.00	$110.00	$98.00	$156.00	$195.00	$105.00	$75.00	
TOTAL LABOR COSTS	$900.00	$2,560.00	$1,350.00	$6,820.00	$6,664.00	$34,100.00	$3,900.00	$420.00	$0.00	$56,714.00

OTHER DIRECT EXPENSES		# OF UNITS	COST/UNIT							
Mileage (number x current state rate)		2500	$0.575							$1,437.50
GPS Receiver		150	$25.00							$3,750.00
										$0.00
										$0.00
SUBTOTAL DIRECT EXPENSES										$5,187.50

SUMMARY		
LABOR COSTS		$56,714.00
NON-SALARY (OTHER DIRECT EXPENSES)		$5,187.50
TOTAL SAM SURVEY		$61,901.50

Commissioners Court - Regular Session **45.**

Meeting Date: 09/29/2020

Atlas 14 Floodplain Mapping Grant & Resolutions

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on TWDB FIF Williamson County Atlas 14 Floodplain Mapping Grant Application and Resolutions.

Background

This grant would provide funding for a comprehensive, countywide Atlas 14 Floodplain modeling and mapping study of all of Williamson County. This study will enable the County to be prepared to mitigate existing flooding problems, to properly plan for new development, and to provide prudent floodplain management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Atlas 14 Floodplain Mapping Grant

Atlas14 TWDB Budget

Atlas14 - TWDB Resolution

Application Resolution - Certificate of County Clerk

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/22/2020 04:30 PM
Infrastructure Department (Originator)	Vicky Edwards	09/23/2020 12:06 PM
Form Started By: Vicky Edwards		Started On: 09/21/2020 01:28 PM
Final Approval Date: 09/23/2020		

Grant Title/Project Name:	TWDB FIF Williamson County Atlas 14 Floodplain Mapping
Department:	Infrastructure
Requestor:	Bob Daigh
Contact Email:	bdaigh@wilco.org
Contact Phone Number:	512-943-3330
Start Date:	8/1/2020
End Date:	10/19/2020
Please select request category:	Service
Describe the purpose of the grant in detail to include all requirements.	This grant would provide funding for a comprehensive, countywide Atlas 14 Floodplain modeling and mapping study of Williamson County. This study will enable the County to be prepared to mitigate existing flooding problems, to properly plan for and guide new development, and to provide prudent floodplain management.
Select the type of grant your department is applying for:	State
What is the amount of the grant?	$9,299,185.00
Please provide a breakdown of the total cost above.	Please see attachment.
Is there a match requirement?	Yes
What is the source of the match?	Williamson County General Fund CIP and General Fund Long Range Transportation Plan
Does the grant cover the cost of the request 100%?	No
If not, how much is left unpaid?	$1.4 Million
What is the plan to obtain grants/funds for the remaining amount?	The Court action of 9/22/2020 plus the previously allocated road bond monies fully funds the project.
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?	No existing countywide data exists but all available data will be leveraged during this planning effort.
How is this item request different from any similar assets currently in the County and/or region?	No comprehensive technically current data exists.
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	• Consistent and defendable Atlas 14 modeling and mapping for the entire county. • Upated and accurate flood inundation information to illustrate risk • Cost effective structural and non-structural flood reduction alternatives • Grant (Federal and State) eligible flood reduction projects • Integration of models and inundation mapping with National Weather Service flood forecasting and FEMA flood risk products
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	Existing County Engineer staff will "operate this item".
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	N/A

Where will the item be stored?	Study models and reports will be stored in County's Engineer's Office. Updated floodplain maps will be available on the Williamson County's webpage.
What is the useful life of the item?	20 plus years
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.)	There may be minimal cost savings due to the reduction in floodplain review costs. It is not anticipated that the Floodplain Study will generate any revenue unles a fee structure is put in place. The Court has requested a potential user fee be evlauated by County Engr. staff.
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	All departments may benefit from the increased awareness of potential flood risk and availability of hydrologic and hydraulic models throughout the County. There will hopefully be less work for Emergency Services and the S.O. if future devleopments are not put in flood prone areas.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	Yes
If yes, how much is the match amount?	County match of 50% is required
ID	58

Version	6.0
Attachments	True
Created	9/21/2020 1:56 PM
Created By	Vicky Edwards
Modified	9/22/2020 3:22 PM
Modified By	Vicky Edwards

Williamson County: Countywide Atlas 14 Floodplain Update

1,550 mi Detailed and 1,350 mi Limited Detailed Analysis

Study Classification	Stream Miles	Unit Rate per Classification	Totals
BLE to Zone AE w/Field Measure	460	$2,525	$1,161,500
BLE to Zone AE	85	$5,625	$478,125
Leverage A to Zone AE w/Field Measure	45	$1,138	$51,210
Leverage A to Zone AE	15	$3,300	$49,500
Leverage AE to Zone AE	320	$1,363	$436,000
New Zone A Extension	1350	$2,100	$2,835,000
New Zone AE Extension	15	$7,250	$108,750
New Zone AE w/ Field Measure	390	$4,150	$1,618,500
New Zone AE	220	$7,250	$1,595,000
Survey, Hydrology, Hydraulics & Mapping Total	**2900**		**$8,333,585**
Project Management	5%		$450,000
Data Collection	1380	$30	$41,400
Terrain Development	1380	$90	$124,200
Alternatives Analysis	6	$50,000	$300,000
Documentation	1	$50,000	$50,000
GRAND TOTAL			**$9,299,185**
		TWDB 50%	$4,649,593
		Wilco 50%	$4,649,593

TWDB-0201A
Rev 11/16

Application Filing and Authorized Representative Resolution

A RESOLUTION by the Commissioner's Court of the County of Williamson requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE Commissioner's Court OF THE County of Williamson:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed $4,649,593 to provide for the costs of a County-wide Atlas 14 Floodplain Update.

SECTION 2: That David Zwernemann be and is hereby designated the authorized representative of the County of Williamson for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the County of Williamson before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: n/a

Engineer: HNTB
Halff Associates

Bond Counsel: n/a

PASSED AND APPROVED, this the _____ day of_____, 20_____.

ATTEST: _____ By:_____

(Seal)

Application Resolution - Certificate of County Clerk

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

APPLICANT §

I, the undersigned, County Clerk of Williamson County, Texas, DO HEREBY CERTIFY as follows:

That on the 29th day of September, 2020, a regular/special meeting of the Williamson County Commissioners Court was held; the duly constituted members of the Williamson County Commissioners Court being as follows:

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner, Precinct 1
Cynthia Long, Commissioner, Precinct 2
Valerie Covey, Commissioner, Precinct 3
Russ Boles, Commissioner, Precinct 4

all of whom were present at the meeting, except the following:

_____

Among other business considered at the meeting, the attached resolution entitled:

> "A RESOLUTION by the Commissioners Court of Williamson County requesting financial participation from the Texas Water Development Board; authorizing the filing of an application for financial participation; and making certain findings in connection therewith."

was introduced and submitted to the Williamson County Commissioners Court for passage and adoption. After presentation and consideration of the resolution, and upon a motion made by _____ and seconded by _____ the resolution was passed and adopted by the Williamson County Commissioners Court by the following vote

_____ voted “For” ____ voted "Against" ____ abstained

all as shown in the official minutes of the Williamson County Commissioners Court for this meeting.

2. That the attached resolution is a true and correct copy of the original on file in the official records of the Williamson County Commissioners Court; the qualified and acting members of the Williamson County Commissioners Court on the date of this meeting are those persons shown above and, according to the records of my office, advance notice of the time, place, and purpose of meeting was given to each member of the Williamson County Commissioners Court and that the meeting, and the deliberations of the public business described above, was open to the public and written notice of the meeting, including the subject of the resolution described above, was posted and given in advance of the meeting in compliance with the provisions of Chapter 551 of the Texas Government Code.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Williamson County Clerk, this the _____ day of, _____ 2020.

_____
Williamson County Clerk

(SEAL)

Commissioners Court - Regular Session **46.**

Meeting Date: 09/29/2020

Amarillo College Contracts

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 agreements between Williamson County and the Amarillo Junior College District to provide technical training to the Williamson County Road & Bridge Division in the amount of $39,800.00 and authorizing execution of the agreements.

Background

Each agreement fee is for up to four (4) students to attend the class specified in the agreements. Training will occur at different times throughout FY21 as specified in the agreements. Funding source is 01.0200.0210.004232 and was approved in the FY21 budget. Department Contact is Lee Garrett.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contracts 1-8

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/24/2020 08:48 AM
County Judge Exec Asst.	Andrea Schiele	09/24/2020 09:25 AM
Form Started By: Andrew Portillo		Started On: 09/22/2020 01:54 PM
Final Approval Date: 09/24/2020		

Amarillo College

Technical Education Division

Williamson County Training Agreement
#21001
Loader/Dump Truck Operator

AGREEMENT with Amarillo Junior College District
Through the Technical Education Division
PO Box 447 Amarillo, TX 79178-0001

July 20, 2020

The Amarillo Junior College District, a political subdivision of the State of Texas commonly referred to as Amarillo College, through its Technical Education Division, hereinafter referred to as **"College",** and Williamson County, 710 South Main Street, Georgetown, TX 78626, hereinafter referred to as "**Client"** enter into this agreement as follows:

1.0 **Purpose:** The **College** shall provide one (1) 16 hour Loader/Dump Truck Operator class for certain employees of the **Client** as provided in this agreement:

2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with state regulations and policies of the **College**. Instructional content of all services will be designed with mutual consent of both parties prior to delivery of any training.

3.0 **Term:** The **College** will conduct the Loader/Dump Truck Operator training on or about the following schedule:

October 12, 2020 through October 13, 2020.

Time: 8:00am to 5:00pm with one hour for lunch.

4.0 **Fee:** The fee for this training (including travel) is $2700.00. This contract is up to six (6) students; this fee stands even if fewer than six (6) students are enrolled in the training.

4.1 **Billing Procedure:** The **College** will invoice the **Client** within thirty (30) working days of the completion of training. Invoice is due and payable *net 30 days*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.

5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**

AGREEMENT between Amarillo College and Williamson County, continued page 2.

5.1 **Copying:** No portion of the services provided herein shall be copied or reproduced in any form without prior consent of the **College** and **Client.**

5.2 **Videotaping:** No portion of the services provided herein shall be videotaped without the prior consent of the **College** and **Client.**

6.0 **Facilities/Equipment:** The training will be conducted at facilities of the **Client**. Loaders and Dump trucks provided by the **Client**.

7.0 **Amendment:** This agreement may be changed in writing to notify or extend the stated terms by mutual consent of the parties herein.

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

7.2 **Assignment:** The **College** shall not assign this agreement without the written consent of the **Client.**

7.3 **Force Majeure:** Neither the **College** nor the **Client** shall be responsible for any delays in performance of this agreement due to strike, riots, acts of God, war, governmental laws or regulations. If a delay occurs, the **College** and the **Client** will make a good faith effort to reschedule the service.

7.4 **Indemnity:** TO THE EXTENT ALLOWED BY LAW (a) **Client**, in consideration of the training described above, hereby releases, waives, discharges and covenants not to sue the **College**, its officers and employees, and (b) agrees to indemnify and save and hold harmless the **College**, its officers, and employees from any loss, liability, damage, or cost and all claims for damages, personal or otherwise, arising while the **Client** is performing this agreement, whether caused by a member of the **Client** or by any other persons, without regard to whether the damage, personal or otherwise, is brought about or caused by negligence, whether on the part of the **Client** or the **College** or the **College's** employees.

Amarillo College	**Technical Education Division**	**Williamson County Training Agreement** #21001 Loader/Dump Truck Operator

AGREEMENT between Amarillo College and Williamson County, continued page 3.

7.5 **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 **College** or the **Client**.

7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.

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

7.8 **Enrollment Eligibility Notice:** Students with outstanding obligations to Amarillo College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.

7.9 **Venue:** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Potter County, Texas.

8.0 **Notice:** Any notice provided under this agreement shall be delivered by mail or personal service to the parties named below.

Client Representative

The Honorable Bill Gravell Jr.
Williamson County Judge
710 South Main Street
Suite 101
Georgetown, TX 78626

By:_____

Date:_____

College Representative

Mark D. White
Executive Vice President & General Counsel
Amarillo College

By: Mark D. White

Date: 09/10/2020

Amarillo College	Technical Education Division	Williamson County Training Agreement #21002 Advanced Maintainer Operator

AGREEMENT with Amarillo Junior College District
Through the Technical Education Division
PO Box 447 Amarillo, TX 79178-0001

July 20, 2020

The Amarillo Junior College District, a political subdivision of the State of Texas commonly referred to as Amarillo College, through its Technical Education Division, hereinafter referred to as **"College",** and Williamson County, 710 South Main Street, Georgetown, TX 78626, hereinafter referred to as **"Client"** enter into this agreement as follows:

1.0 **Purpose:** The **College** shall provide one (1) 32 hour Advanced Maintainer Operator class for certain employees of the **Client** as provided in this agreement:

2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with state regulations and policies of the **College**. Instructional content of all services will be designed with mutual consent of both parties prior to delivery of any training.

3.0 **Term:** The **College** will conduct the Advanced Maintainer Operator training on or about the following schedule:

November 2, 2020 through November 5, 2020.

Time: 8:00am to 5:00pm with one hour for lunch.

4.0 **Fee:** The fee for this training (including travel) is $5300.00. This contract is up to four (4) students; this fee stands even if fewer than four (4) students are enrolled in the training.

4.1 **Billing Procedure:** The **College** will invoice the **Client** within thirty (30) working days of the completion of training. Invoice is due and payable *net 30 days*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.

5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**

AGREEMENT between Amarillo College and Williamson County, continued page 2.

5.1 **Copying:** No portion of the services provided herein shall be copied or reproduced in any form without prior consent of the **College** and **Client.**

5.2 **Videotaping:** No portion of the services provided herein shall be videotaped without the prior consent of the **College** and **Client.**

6.0 **Facilities/Equipment:** The training will be conducted at facilities of the **Client**. Maintainers provided by the **Client**.

7.0 **Amendment:** This agreement may be changed in writing to notify or extend the stated terms by mutual consent of the parties herein.

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

7.2 **Assignment:** The **College** shall not assign this agreement without the written consent of the **Client.**

7.3 **Force Majeure:** Neither the **College** nor the **Client** shall be responsible for any delays in performance of this agreement due to strike, riots, acts of God, war, governmental laws or regulations. If a delay occurs, the **College** and the **Client** will make a good faith effort to reschedule the service.

7.4 **Indemnity:** TO THE EXTENT ALLOWED BY LAW (a) **Client**, in consideration of the training described above, hereby releases, waives, discharges and covenants not to sue the **College**, its officers and employees, and (b) agrees to indemnify and save and hold harmless the **College**, its officers, and employees from any loss, liability, damage, or cost and all claims for damages, personal or otherwise, arising while the **Client** is performing this agreement, whether caused by a member of the **Client** or by any other persons, without regard to whether the damage, personal or otherwise, is brought about or caused by negligence, whether on the part of the **Client** or the **College** or the **College's** employees.

AGREEMENT between Amarillo College and Williamson County, continued page 3.

7.5 **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 **College** or the **Client**.

7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.

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

7.8 **Enrollment Eligibility Notice:** Students with outstanding obligations to Amarillo College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.

7.9 **Venue:** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Potter County, Texas.

8.0 **Notice:** Any notice provided under this agreement shall be delivered by mail or personal service to the parties named below.

Client Representative

The Honorable Bill Gravell Jr.
Williamson County Judge
710 South Main Street
Suite 101
Georgetown, TX 78626

By:_____

Date:_____

College Representative

Mark D. White
Executive Vice President & General Counsel
Amarillo College

By: Mark D. White

Date: 8-10-2020

Amarillo College	Technical Education Division	Williamson County Training Agreement #21003 Basic Maintainer Operator

AGREEMENT with Amarillo Junior College District
Through the Technical Education Division
PO Box 447 Amarillo, TX 79178-0001

July 20, 2020

The Amarillo Junior College District, a political subdivision of the State of Texas commonly referred to as Amarillo College, through its Technical Education Division, hereinafter referred to as **"College",** and Williamson County, 710 South Main Street, Georgetown, TX 78626, hereinafter referred to as "**Client**" enter into this agreement as follows:

1.0 **Purpose:** The **College** shall provide one (1) 32 hour Basic Maintainer Operator class for certain employees of the **Client** as provided in this agreement:

2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with state regulations and policies of the **College**. Instructional content of all services will be designed with mutual consent of both parties prior to delivery of any training.

3.0 **Term:** The **College** will conduct the Basic Maintainer Operator training on or about the following schedule:

November 16, 2020 through November 19, 2020.

Time: 8:00am to 5:00pm with one hour for lunch.

4.0 **Fee:** The fee for this training (including travel) is $5300.00. This contract is up to four (4) students; this fee stands even if fewer than four (4) students are enrolled in the training.

4.1 **Billing Procedure:** The **College** will invoice the **Client** within thirty (30) working days of the completion of training. Invoice is due and payable *net 30 days*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.

5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**

AGREEMENT between Amarillo College and Williamson County, continued page 2.

5.1 **Copying:** No portion of the services provided herein shall be copied or reproduced in any form without prior consent of the **College** and **Client.**

5.2 **Videotaping:** No portion of the services provided herein shall be videotaped without the prior consent of the **College** and **Client.**

6.0 **Facilities/Equipment:** The training will be conducted at facilities of the **Client**. Maintainers provided by the **Client**.

7.0 **Amendment:** This agreement may be changed in writing to notify or extend the stated terms by mutual consent of the parties herein.

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

7.2 **Assignment:** The **College** shall not assign this agreement without the written consent of the **Client.**

7.3 **Force Majeure:** Neither the **College** nor the **Client** shall be responsible for any delays in performance of this agreement due to strike, riots, acts of God, war, governmental laws or regulations. If a delay occurs, the **College** and the **Client** will make a good faith effort to reschedule the service.

7.4 **Indemnity:** TO THE EXTENT ALLOWED BY LAW (a) **Client**, in consideration of the training described above, hereby releases, waives, discharges and covenants not to sue the **College**, its officers and employees, and (b) agrees to indemnify and save and hold harmless the **College**, its officers, and employees from any loss, liability, damage, or cost and all claims for damages, personal or otherwise, arising while the **Client** is performing this agreement, whether caused by a member of the **Client** or by any other persons, without regard to whether the damage, personal or otherwise, is brought about or caused by negligence, whether on the part of the **Client** or the **College** or the **College's** employees.

AGREEMENT between Amarillo College and Williamson County, continued page 3.

7.5 **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 **College** or the **Client**.

7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.

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

7.8 **Enrollment Eligibility Notice:** Students with outstanding obligations to Amarillo College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.

7.9 **Venue:** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Potter County, Texas.

8.0 **Notice:** Any notice provided under this agreement shall be delivered by mail or personal service to the parties named below.

Client Representative

The Honorable Bill Gravell Jr.
Williamson County Judge
710 South Main Street
Suite 101
Georgetown, TX 78626

By:_____

Date:_____

College Representative

Mark D. White
Executive Vice President & General Counsel
Amarillo College

By: Mark D. White

Date: 8-10-2020

Amarillo College	Technical Education Division	Williamson County Training Agreement #21004 Backhoe Operator

AGREEMENT with Amarillo Junior College District
Through the Technical Education Division
PO Box 447 Amarillo, TX 79178-0001

July 20, 2020

The Amarillo Junior College District, a political subdivision of the State of Texas commonly referred to as Amarillo College, through its Technical Education Division, hereinafter referred to as **"College",** and Williamson County, 710 South Main Street, Georgetown, TX 78626, hereinafter referred to as "**Client**" enter into this agreement as follows:

1.0 **Purpose:** The **College** shall provide one (1) 32 hour Backhoe Operator class for certain employees of the **Client** as provided in this agreement:

2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with state regulations and policies of the **College**. Instructional content of all services will be designed with mutual consent of both parties prior to delivery of any training.

3.0 **Term:** The **College** will conduct the Backhoe Operator training on or about the following schedule:

December 7, 2020 through December 10, 2020.

Time: 8:00am to 5:00pm with one hour for lunch.

4.0 **Fee:** The fee for this training (including travel) is $5300.00. This contract is up to four (4) students; this fee stands even if fewer than four (4) students are enrolled in the training.

4.1 **Billing Procedure:** The **College** will invoice the **Client** within thirty (30) working days of the completion of training. Invoice is due and payable *net 30 days*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.

5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**

AGREEMENT between Amarillo College and Williamson County, continued page 2.

5.1 **Copying:** No portion of the services provided herein shall be copied or reproduced in any form without prior consent of the **College** and **Client.**

5.2 **Videotaping:** No portion of the services provided herein shall be videotaped without the prior consent of the **College** and **Client.**

6.0 **Facilities/Equipment:** The training will be conducted at facilities of the **Client**. Backhoes provided by the **Client**.

7.0 **Amendment:** This agreement may be changed in writing to notify or extend the stated terms by mutual consent of the parties herein.

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

7.2 **Assignment:** The **College** shall not assign this agreement without the written consent of the **Client.**

7.3 **Force Majeure:** Neither the **College** nor the **Client** shall be responsible for any delays in performance of this agreement due to strike, riots, acts of God, war, governmental laws or regulations. If a delay occurs, the **College** and the **Client** will make a good faith effort to reschedule the service.

7.4 **Indemnity:** TO THE EXTENT ALLOWED BY LAW (a) **Client**, in consideration of the training described above, hereby releases, waives, discharges and covenants not to sue the **College**, its officers and employees, and (b) agrees to indemnify and save and hold harmless the **College**, its officers, and employees from any loss, liability, damage, or cost and all claims for damages, personal or otherwise, arising while the **Client** is performing this agreement, whether caused by a member of the **Client** or by any other persons, without regard to whether the damage, personal or otherwise, is brought about or caused by negligence, whether on the part of the **Client** or the **College** or the **College's** employees.

Amarillo College	Technical Education Division	Williamson County Training Agreement #21004 Backhoe Operator

AGREEMENT between Amarillo College and Williamson County, continued page 3.

7.5 **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 **College** or the **Client**.

7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.

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

7.8 **Enrollment Eligibility Notice:** Students with outstanding obligations to Amarillo College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.

7.9 **Venue:** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Potter County, Texas.

8.0 **Notice:** Any notice provided under this agreement shall be delivered by mail or personal service to the parties named below.

Client Representative

The Honorable Bill Gravell Jr.
Williamson County Judge
710 South Main Street
Suite 101
Georgetown, TX 78626

By:_____

Date:_____

College Representative

Mark D. White
Executive Vice President & General Counsel
Amarillo College

By: Mark D. White

Date: 8-10-2020

Amarillo College	Technical Education Division	Williamson County Training Agreement #21005 Regenerative Air Sweeper Operator

AGREEMENT with Amarillo Junior College District
Through the Technical Education Division
PO Box 447 Amarillo, TX 79178-0001

July 20, 2020

The Amarillo Junior College District, a political subdivision of the State of Texas commonly referred to as Amarillo College, through its Technical Education Division, hereinafter referred to as **"College",** and Williamson County, 710 South Main Street, Georgetown, TX 78626, hereinafter referred to as **"Client"** enter into this agreement as follows:

1.0 **Purpose:** The **College** shall provide one (1) 32 hour Regenerative Air Sweeper Operator class for certain employees of the **Client** as provided in this agreement:

2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with state regulations and policies of the **College**. Instructional content of all services will be designed with mutual consent of both parties prior to delivery of any training.

3.0 **Term:** The **College** will conduct the Regenerative Air Sweeper Operator training on or about the following schedule:

January 11, 2021 through January 14, 2021.

Time: 8:00am to 5:00pm with one hour for lunch.

4.0 **Fee:** The fee for this training (including travel) is $5300.00. This contract is up to four (4) students; this fee stands even if fewer than four (4) students are enrolled in the training.

4.1 **Billing Procedure:** The **College** will invoice the **Client** within thirty (30) working days of the completion of training. Invoice is due and payable *net 30 days*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.

5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**

AGREEMENT between Amarillo College and Williamson County, continued page 2.

5.1 **Copying:** No portion of the services provided herein shall be copied or reproduced in any form without prior consent of the **College** and **Client.**

5.2 **Videotaping:** No portion of the services provided herein shall be videotaped without the prior consent of the **College** and **Client.**

6.0 **Facilities/Equipment:** The training will be conducted at facilities of the **Client**. Sweepers provided by the **Client**.

7.0 **Amendment:** This agreement may be changed in writing to notify or extend the stated terms by mutual consent of the parties herein.

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

7.2 **Assignment:** The **College** shall not assign this agreement without the written consent of the **Client.**

7.3 **Force Majeure:** Neither the **College** nor the **Client** shall be responsible for any delays in performance of this agreement due to strike, riots, acts of God, war, governmental laws or regulations. If a delay occurs, the **College** and the **Client** will make a good faith effort to reschedule the service.

7.4 **Indemnity:** TO THE EXTENT ALLOWED BY LAW (a) **Client**, in consideration of the training described above, hereby releases, waives, discharges and covenants not to sue the **College**, its officers and employees, and (b) agrees to indemnify and save and hold harmless the **College**, its officers, and employees from any loss, liability, damage, or cost and all claims for damages, personal or otherwise, arising while the **Client** is performing this agreement, whether caused by a member of the **Client** or by any other persons, without regard to whether the damage, personal or otherwise, is brought about or caused by negligence, whether on the part of the **Client** or the **College** or the **College's** employees.

AGREEMENT between Amarillo College and Williamson County, continued page 3.

7.5 **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 **College** or the **Client**.

7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.

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

7.8 **Enrollment Eligibility Notice:** Students with outstanding obligations to Amarillo College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.

7.9 **Venue:** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Potter County, Texas.

8.0 **Notice:** Any notice provided under this agreement shall be delivered by mail or personal service to the parties named below.

Client Representative

The Honorable Bill Gravell Jr.
Williamson County Judge
710 South Main Street
Suite 101
Georgetown, TX 78626

By:_____

Date:_____

College Representative

Mark D. White
Executive Vice President & General Counsel
Amarillo College

By: Mark D. White

Date: 8-10-2020

Amarillo College	Technical Education Division	Williamson County Training Agreement #21006 Advanced Maintainer Operator

AGREEMENT with Amarillo Junior College District
Through the Technical Education Division
PO Box 447 Amarillo, TX 79178-0001

July 20, 2020

The Amarillo Junior College District, a political subdivision of the State of Texas commonly referred to as Amarillo College, through its Technical Education Division, hereinafter referred to as **"College",** and Williamson County, 710 South Main Street, Georgetown, TX 78626, hereinafter referred to as **"Client"** enter into this agreement as follows:

1.0 **Purpose:** The **College** shall provide one (1) 32 hour Advanced Maintainer Operator class for certain employees of the **Client** as provided in this agreement:

2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with state regulations and policies of the **College**. Instructional content of all services will be designed with mutual consent of both parties prior to delivery of any training.

3.0 **Term:** The **College** will conduct the Advanced Maintainer Operator training on or about the following schedule:

January 25, 2021 through January 28, 2021.

Time: 8:00am to 5:00pm with one hour for lunch.

4.0 **Fee:** The fee for this training (including travel) is $5300.00. This contract is up to four (4) students; this fee stands even if fewer than four (4) students are enrolled in the training.

4.1 **Billing Procedure:** The **College** will invoice the **Client** within thirty (30) working days of the completion of training. Invoice is due and payable *net 30 days*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.

5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**

AGREEMENT between Amarillo College and Williamson County, continued page 2.

5.1 **Copying:** No portion of the services provided herein shall be copied or reproduced in any form without prior consent of the **College** and **Client.**

5.2 **Videotaping:** No portion of the services provided herein shall be videotaped without the prior consent of the **College** and **Client.**

6.0 **Facilities/Equipment:** The training will be conducted at facilities of the **Client**. Maintainers provided by the **Client**.

7.0 **Amendment:** This agreement may be changed in writing to notify or extend the stated terms by mutual consent of the parties herein.

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

7.2 **Assignment:** The **College** shall not assign this agreement without the written consent of the **Client.**

7.3 **Force Majeure:** Neither the **College** nor the **Client** shall be responsible for any delays in performance of this agreement due to strike, riots, acts of God, war, governmental laws or regulations. If a delay occurs, the **College** and the **Client** will make a good faith effort to reschedule the service.

7.4 **Indemnity:** TO THE EXTENT ALLOWED BY LAW (a) **Client**, in consideration of the training described above, hereby releases, waives, discharges and covenants not to sue the **College**, its officers and employees, and (b) agrees to indemnify and save and hold harmless the **College**, its officers, and employees from any loss, liability, damage, or cost and all claims for damages, personal or otherwise, arising while the **Client** is performing this agreement, whether caused by a member of the **Client** or by any other persons, without regard to whether the damage, personal or otherwise, is brought about or caused by negligence, whether on the part of the **Client** or the **College** or the **College's** employees.

AGREEMENT between Amarillo College and Williamson County, continued page 3.

7.5 **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 **College** or the **Client**.

7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.

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

7.8 **Enrollment Eligibility Notice:** Students with outstanding obligations to Amarillo College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.

7.9 **Venue:** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Potter County, Texas.

8.0 **Notice:** Any notice provided under this agreement shall be delivered by mail or personal service to the parties named below.

Client Representative

The Honorable Bill Gravell Jr.
Williamson County Judge
710 South Main Street
Suite 101
Georgetown, TX 78626

By:_____

Date:_____

College Representative

Mark D. White
Executive Vice President & General Counsel
Amarillo College

By: Mark D. White

Date: 8-10-2020

Amarillo College	Technical Education Division	Williamson County Training Agreement #21007 Telescopic Excavator Operator

AGREEMENT with Amarillo Junior College District
Through the Technical Education Division
PO Box 447 Amarillo, TX 79178-0001

July 20, 2020

The Amarillo Junior College District, a political subdivision of the State of Texas commonly referred to as Amarillo College, through its Technical Education Division, hereinafter referred to as **"College",** and Williamson County, 710 South Main Street, Georgetown, TX 78626, hereinafter referred to as "**Client**" enter into this agreement as follows:

1.0 **Purpose:** The **College** shall provide one (1) 32 hour Telescopic Excavator Operator class for certain employees of the **Client** as provided in this agreement:

2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with state regulations and policies of the **College**. Instructional content of all services will be designed with mutual consent of both parties prior to delivery of any training.

3.0 **Term:** The **College** will conduct the Telescopic Excavator Operator training on or about the following schedule:

February 8, 2021 through February 11, 2021.

Time: 8:00am to 5:00pm with one hour for lunch.

4.0 **Fee:** The fee for this training (including travel) is $5300.00. This contract is up to four (4) students; this fee stands even if fewer than four (4) students are enrolled in the training.

4.1 **Billing Procedure:** The **College** will invoice the **Client** within thirty (30) working days of the completion of training. Invoice is due and payable *net 30 days*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.

5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**

AGREEMENT between Amarillo College and Williamson County, continued page 2.

5.1 **Copying:** No portion of the services provided herein shall be copied or reproduced in any form without prior consent of the **College** and **Client.**

5.2 **Videotaping:** No portion of the services provided herein shall be videotaped without the prior consent of the **College** and **Client.**

6.0 **Facilities/Equipment:** The training will be conducted at facilities of the **Client**. Excavators provided by the **Client**.

7.0 **Amendment:** This agreement may be changed in writing to notify or extend the stated terms by mutual consent of the parties herein.

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

7.2 **Assignment:** The **College** shall not assign this agreement without the written consent of the **Client.**

7.3 **Force Majeure:** Neither the **College** nor the **Client** shall be responsible for any delays in performance of this agreement due to strike, riots, acts of God, war, governmental laws or regulations. If a delay occurs, the **College** and the **Client** will make a good faith effort to reschedule the service.

7.4 **Indemnity:** TO THE EXTENT ALLOWED BY LAW (a) **Client**, in consideration of the training described above, hereby releases, waives, discharges and covenants not to sue the **College**, its officers and employees, and (b) agrees to indemnify and save and hold harmless the **College**, its officers, and employees from any loss, liability, damage, or cost and all claims for damages, personal or otherwise, arising while the **Client** is performing this agreement, whether caused by a member of the **Client** or by any other persons, without regard to whether the damage, personal or otherwise, is brought about or caused by negligence, whether on the part of the **Client** or the **College** or the **College's** employees.

AGREEMENT between Amarillo College and Williamson County, continued page 3.

7.5 **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 **College** or the **Client**.

7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.

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

7.8 **Enrollment Eligibility Notice:** Students with outstanding obligations to Amarillo College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.

7.9 **Venue:** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Potter County, Texas.

8.0 **Notice:** Any notice provided under this agreement shall be delivered by mail or personal service to the parties named below.

Client Representative

The Honorable Bill Gravell Jr.
Williamson County Judge
710 South Main Street
Suite 101
Georgetown, TX 78626

By:_____

Date:_____

College Representative

Mark D. White
Executive Vice President & General Counsel
Amarillo College

By: Mark D. White

Date: 8-10-2020

Amarillo College	Technical Education Division	Williamson County Training Agreement #21008 Asphalt Distributor Operator

AGREEMENT with Amarillo Junior College District
Through the Technical Education Division
PO Box 447 Amarillo, TX 79178-0001

July 20, 2020

The Amarillo Junior College District, a political subdivision of the State of Texas commonly referred to as Amarillo College, through its Technical Education Division, hereinafter referred to as **"College",** and Williamson County, 710 South Main Street, Georgetown, TX 78626, hereinafter referred to as "**Client**" enter into this agreement as follows:

1.0 **Purpose:** The **College** shall provide one (1) 32 hour Asphalt Distributor Operator class for certain employees of the **Client** as provided in this agreement:

2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with state regulations and policies of the **College**. Instructional content of all services will be designed with mutual consent of both parties prior to delivery of any training.

3.0 **Term:** The **College** will conduct the Asphalt Distributor Operator training on or about the following schedule:

February 22, 2021 through February 25, 2021.

Time: 8:00am to 5:00pm with one hour for lunch.

4.0 **Fee:** The fee for this training (including travel) is $5300.00. This contract is up to four (4) students; this fee stands even if fewer than four (4) students are enrolled in the training.

4.1 **Billing Procedure:** The **College** will invoice the **Client** within thirty (30) working days of the completion of training. Invoice is due and payable *net 30 days*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.

5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**

AGREEMENT between Amarillo College and Williamson County, continued page 2.

5.1 **Copying:** No portion of the services provided herein shall be copied or reproduced in any form without prior consent of the **College** and **Client.**

5.2 **Videotaping:** No portion of the services provided herein shall be videotaped without the prior consent of the **College** and **Client.**

6.0 **Facilities/Equipment:** The training will be conducted at facilities of the **Client**. Distributors provided by the **Client**.

7.0 **Amendment:** This agreement may be changed in writing to notify or extend the stated terms by mutual consent of the parties herein.

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

7.2 **Assignment:** The **College** shall not assign this agreement without the written consent of the **Client.**

7.3 **Force Majeure:** Neither the **College** nor the **Client** shall be responsible for any delays in performance of this agreement due to strike, riots, acts of God, war, governmental laws or regulations. If a delay occurs, the **College** and the **Client** will make a good faith effort to reschedule the service.

7.4 **Indemnity:** TO THE EXTENT ALLOWED BY LAW (a) **Client**, in consideration of the training described above, hereby releases, waives, discharges and covenants not to sue the **College**, its officers and employees, and (b) agrees to indemnify and save and hold harmless the **College**, its officers, and employees from any loss, liability, damage, or cost and all claims for damages, personal or otherwise, arising while the **Client** is performing this agreement, whether caused by a member of the **Client** or by any other persons, without regard to whether the damage, personal or otherwise, is brought about or caused by negligence, whether on the part of the **Client** or the **College** or the **College's** employees.

AGREEMENT between Amarillo College and Williamson County, continued page 3.

7.5 **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 **College** or the **Client**.

7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.

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

7.8 **Enrollment Eligibility Notice:** Students with outstanding obligations to Amarillo College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.

7.9 **Venue:** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Potter County, Texas.

8.0 **Notice:** Any notice provided under this agreement shall be delivered by mail or personal service to the parties named below.

Client Representative

The Honorable Bill Gravell Jr.
Williamson County Judge
710 South Main Street
Suite 101
Georgetown, TX 78626

By:_____

Date:_____

College Representative

Mark D. White
Executive Vice President & General Counsel
Amarillo College

By: Mark D. White

Date: 8-10-2020

Commissioners Court - Regular Session **47.**

Meeting Date: 09/29/2020

Final plat for the Hillside at Coupland Unit 2 subdivision – Pct 4

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Hillside at Coupland Unit 2 subdivision – Precinct 4.

Background

This subdivision consists of 17 lots and no new roads.

Timeline

2020-07-06 – initial submittal of final plat
2020-08-04 – 1st review complete with comments
2020-08-11 – 2nd submittal of final plat
2020-08-25 – 2nd review complete with comments clear
2020-09-18 – final plat received with signatures except for OSSF
2020-09-23 – final plat signed for OSSF subdivision approval
2020-09-24 – final plat placed on the September 29, 2020 Commissioners Court agenda for consideration

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Fiscal Impact

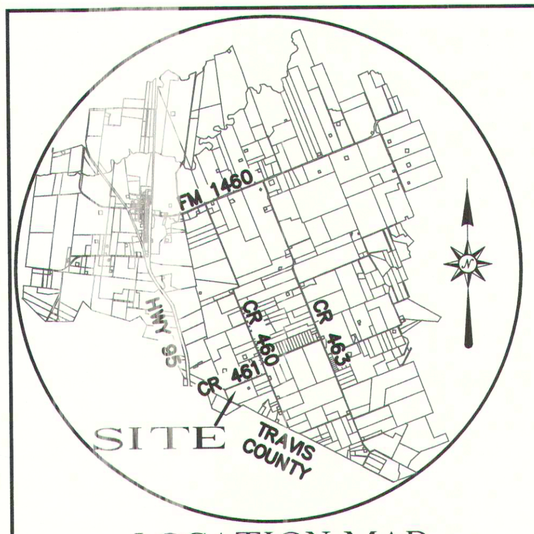
From/To	Acct No.	Description	Amount

Attachments

final plat - Hillside at Coupland Unit 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/24/2020 11:15 AM
Form Started By: Adam Boatright		Started On: 09/24/2020 10:57 AM
Final Approval Date: 09/24/2020		



LOCATION MAP
NOT TO SCALE

HILLSIDE AT COUPLAND -- UNIT 2			
LOT NUMBER	CULVERT DIA (in)	CULVERT LENGTH (FT)	SLOPE
1	18	22	3.5%
2	18	22	2.5%
3	18	22	1.5%
4	18	22	0.5%
5	18	22	2.2%
6	18	22	1.7%
7	24	22	1.1%
8	24	22	1.1%
9	24	22	0.6%
10,11,12 (SHARED)	24	22	0.9%
13	24	22	1.4%
14	30	22	0.9%
15	30	22	1.0%
16	30	22	1.0%
17	30	22	1.0%

The culvert sizes were based on the 10-yr flows and 20% impervious cover and existing conditions for the properties along County Road NO. 461

FINAL PLAT
HILLSIDE AT COUPLAND – UNIT 2

A SUBDIVISION OF 28.715 ACRES, MORE OR LESS, OF LAND AREA IN THE HENRY H. WHEELER SURVEY, ABSTRACT NO. 672, IN WILLIAMSON COUNTY, TEXAS.,

FLOOD NOTE: NO PORTION OF THE PROPERTY SHOWN HEREON LIES WITHIN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP PANEL NO. 48491C0725F DATED 12/20/2019.

BENCHMARK: (TIED TO NGS H 805)

GENERAL PRELIMINARY NOTES: THIS PLAT LIES IN EMERGENCY SERVICES DISTRICT #10.

THIS SUBDIVISION IS IN WILLIAMSON COUNTY AND IS NOT WITHIN ANY ETJ. 25' BUILDING SET BACK LINES ALONG COUNTY ROAD 461.

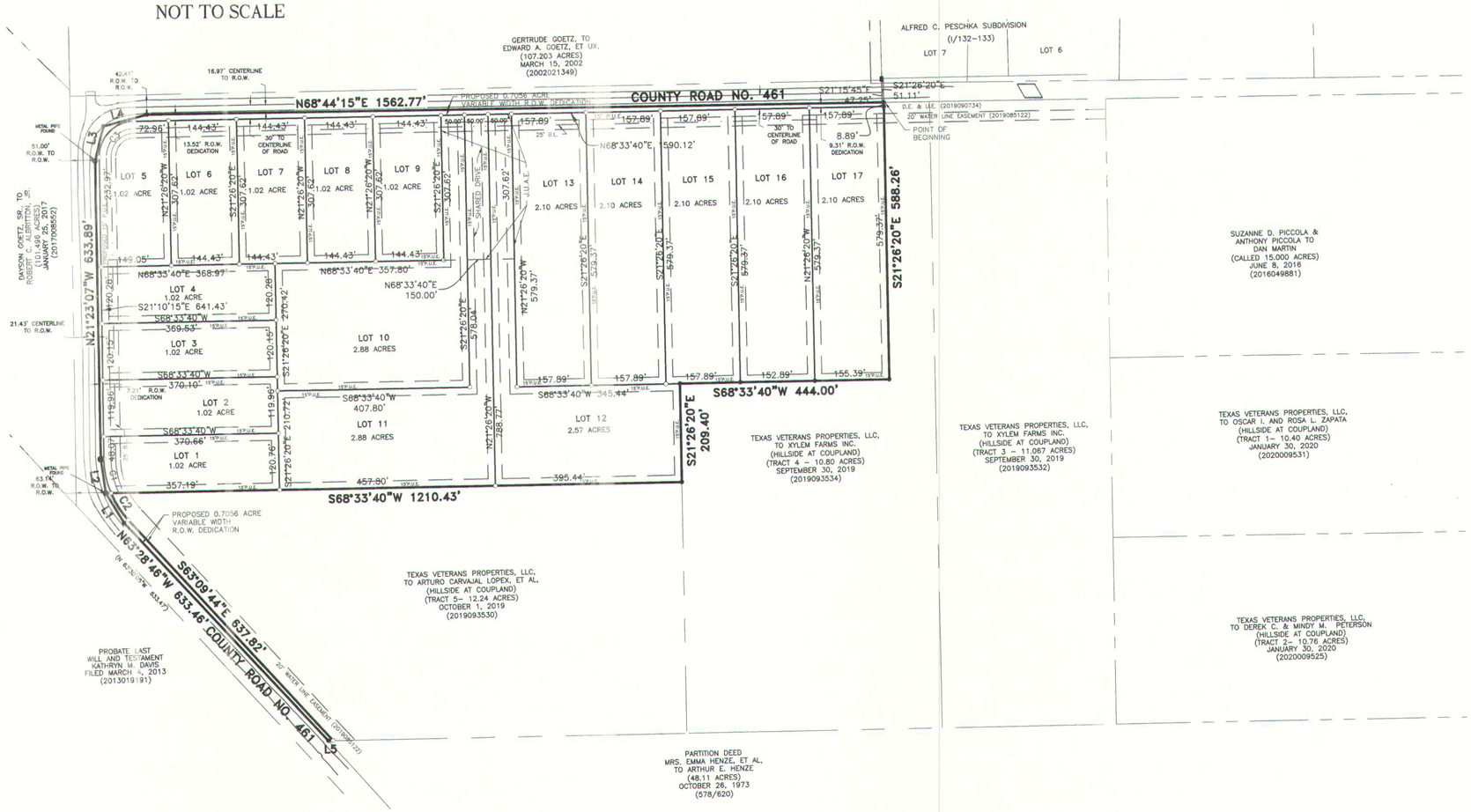
RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITH COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

WATER SERVICE IN THIS SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION. SEWAGE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.

SCALE: 1" = 200'
0 200 400

LEGEND

●	IRON ROD FOUND CAPPED UNLESS OTHERWISE NOTED
●	IRON ROD FOUND UNLESS OTHERWISE NOTED
○	IRON ROD SET WITH CAP MARKED "ATWELL LLC"
B.L.	BUILDING LINE
O.R.W.C.T.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
P.U.E.	PUBLIC UTILITY EASEMENT
J.U.A.E.	JOINT USE ACCESS EASEMENT



CURVE TABLE					
Curve #	Length	Radius	Central Angle	Chord Bearing	Chord
C1	74.42'	195.00'	21°52'04"	S32°06'17"E	73.97'
C2	68.49'	195.00'	20°07'25"	S53°06'01"E	68.14'
C3	117.46'	75.00'	89°43'55"	S23°41'43"W	105.82'

Line Table		
Line #	Direction	Length
L1	N51° 39' 42"W	73.61'
L2	N28° 51' 22"W	72.94'
L3	N06° 58' 07"W	75.38'
L4	N54° 27' 00"E	95.43'
L5	S68° 29' 06"W	9.89'

EXHIBIT "A"
DESCRIPTION

A 28.715 ACRE (1,250,802 SQUARE FEET), TRACT OF LAND, LYING WITHIN THE HENRY H. WHEELER SURVEY, ABSTRACT NO. 672, CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER OF AN 83.833 ACRE TRACT CONVEYED TO TEXAS VETERANS PROPERTIES, LLC IN DOCUMENT NO. 2019049240, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWCT), DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD WITH CAP FOUND ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 461 (R.O.W. VARIES), BEING THE NORTHEAST CORNER OF THE REMAINDER OF SAID 83.833 ACRE TRACT, THE MOST WESTERN NORTHEAST CORNER OF A 10.80 ACRE TRACT (TRACT 4) CONVEYED TO XYLEM FARMS INC. IN DOCUMENT NO. 2019093534, OPRWCT, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID REMAINDER OF 83.833 ACRE TRACT AND SAID 10.80 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES;

1. S21°26'20"E, A DISTANCE OF 588.26 FEET TO AN IRON ROD WITH CAP FOUND;
2. S68°33'40"W, A DISTANCE OF 444.00 FEET TO AN IRON ROD WITH CAP FOUND;
3. S21°26'20"E, A DISTANCE OF 209.40 FEET TO AN IRON ROD WITH CAP FOUND FOR THE MOST WESTERN SOUTHEAST CORNER OF SAID REMAINDER OF 83.833 ACRE TRACT, ALSO BEING IN THE WESTERN LINE OF SAID 10.80 ACRE TRACT, ALSO BEING THE NORTHEAST CORNER OF A 12.24 ACRE TRACT (TRACT 5) CONVEYED TO ARTURO CARVAJAL LOPEX, ET AL IN DOCUMENT NO. 2019093530, OPRWCT, FOR THE MOST WESTERN SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID REMAINDER OF 83.833 ACRE TRACT AND SAID 12.24 ACRE TRACT, S68°33'40"W, A DISTANCE OF 1210.43 FEET TO AN IRON ROD WITH CAP MARKED "ATWELL LLC" SET ON THE ARC OF A CURVE TO THE LEFT, BEING AN ANGLE POINT OF SAID REMAINDER OF A 83.833 ACRE TRACT AND THE NORTHWEST CORNER OF SAID 12.24 ACRE TRACT;

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID REMAINDER OF 83.833 ACRE TRACT AND SAID 12.24 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES;

1. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 195.00 FEET, AN ARC DISTANCE OF 68.49 FEET, A CENTRAL ANGLE OF 20°07'25", AND A CHORD BEARING S53°06'01"E, A DISTANCE OF 68.14 FEET TO AN IRON ROD WITH CAP MARKED "ATWELL LLC" SET;
2. S63°09'44"E, A DISTANCE OF 637.82 FEET TO AN IRON ROD WITH CAP MARKED "ATWELL LLC" SET AT AN ANGLE POINT OF SAID REMAINDER OF 83.833 ACRE TRACT, ALSO BEING THE SOUTHWEST CORNER OF SAID 12.24 ACRE TRACT AND BEING IN THE NORTH LINE OF A 48.11 ACRE TRACT CONVEYED TO ARTHUR E. HENZE IN VOLUME 578, PAGE 620, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (DRWCT);

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID REMAINDER OF 83.833 ACRE TRACT AND SAID 48.11 ACRE TRACT, S68°29'06"W, A DISTANCE OF 9.89 FEET TO AN IRON ROD FOUND ON THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 461, BEING THE SOUTHERNMOST SOUTHWEST CORNER OF SAID REMAINDER OF A 83.833 ACRE TRACT, THE NORTHWEST CORNER OF SAID 48.11 ACRE TRACT, FOR THE SOUTHERNMOST SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID REMAINDER OF 83.833 ACRE TRACT AND SAID COUNTY ROAD NO. 461, THE FOLLOWING SIX (6) COURSES AND DISTANCES;

1. N63°28'46"W, A DISTANCE OF 633.46 FEET TO AN IRON ROD FOUND;
2. N51°39'42"W, A DISTANCE OF 73.61 FEET TO A METAL PIPE FOUND;
3. N28°51'22"W, A DISTANCE OF 72.94 FEET TO AN IRON ROD WITH CAP FOUND;
4. N21°23'07"W, A DISTANCE OF 633.89 FEET TO A METAL PIPE FOUND, FOR THE MOST SOUTH NORTHEAST CORNER OF SAID REMAINDER OF 83.833 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;
5. N06°58'07"W, A DISTANCE OF 75.38 FEET TO AN IRON ROD FOUND;
6. N54°27'00"E, A DISTANCE OF 95.43 FEET TO AN IRON ROD WITH CAP MARKED "ATWELL LLC" SET ON THE SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 461, FOR THE NORTHERNMOST NORTHEAST CORNER OF SAID REMAINDER OF 83.833 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID REMAINDER OF 83.833 ACRE TRACT AND SAID COUNTY ROAD NO. 461, N68°44'15"E, A DISTANCE OF 1562.77 FEET TO THE POINT OF BEGINNING;
CONTAINING 28.715 ACRES OR 1,250,802 SQUARE FEET, MORE OR LESS.

ATWELL, LLC, TBPLS FIRM NO. 10193726
ATWELL, LLC, TBPE NO. 12242

PROJECT:	FINAL PLAT HILLSIDE AT COUPLAND – UNIT 2
JOB NUMBER:	
DATE:	APRIL 2020
SCALE:	1" = 200'
SURVEYOR:	ROBERT GERTSON, RPLS 6367
TECHNICIAN:	GTM

ATWELL
866.850.4200 www.atwell-group.com
3815 N. CAPITAL OF TEXAS HIGHWAY, SUITE 300
AUSTIN, TX 78704
512.804.0505

FINAL PLAT
HILLSIDE AT COUPLAND - UNIT 2
HENRY H. WHEELER SURVEY ABSTRACT NO. 672
WILLIAMSON COUNTY, TEXAS

SHEET 1 OF 2

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, RUSSELL SPILLERS, MANAGING MEMBER OF TEXAS VETERANS PROPERTIES, LLC, OWNER OF THAT CERTAIN 83.833 ACRE TRACT OF LAND, DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019049240 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE 28.715 ACRES OF SAID 83.833 ACRE TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "FINAL PLAT HILLSIDE AT COUPLAND – UNIT 2"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 18th DAY OF September, 2020.

RUSSELL SPILLERS, MANAGING MEMBER
TEXAS VETERANS PROPERTIES, LLC.
8127 MESA DRIVE #206-93
AUSTIN, TEXAS 78759
RUSSELL SPILLERS [RUSSELLSPILLERS@GMAIL.COM]
CELL: 512-814-7357

OWNER'S RESPONSIBILITIES
IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED RUSSELL SPILLERS, KNOWN TO ME TO BE THE PERSON-WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 18th DAY OF September, 2020 A.D.,

NOTARY PUBLIC SIGNATURE
Kelley Clampitt
NOTARY PUBLIC PRINT OR TYPE NAME
MY COMMISSION EXPIRES: 4/3/23

Kelley Clampitt
Notary Public, State of Texas
Comm. Expires 04/03/2023
Notary ID 594013-7

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

TOWERS INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY, 1703 W. 11TH ST., AUSTIN TX 78703, AMBER TOWERS AS MANAGING MEMBER, LIEN HOLDER OF THE CERTAIN 83.833 ACRE TRACT OF LAND, DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019049240 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE 28.715 ACRES OF SAID 83.833 ACRE TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "FINAL PLAT HILLSIDE AT COUPLAND – UNIT 2"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 18th DAY OF September 2020.

TOWERS INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY
1703 W. 11TH ST., AUSTIN, TX 78703
AMBER TOWERS, MANAGING MEMBER

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED TOWERS INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY 1703 W. 11TH ST., AUSTIN, TX 78703 AMBER TOWERS, MANAGING MEMBER, KNOWN TO ME TO BE THE PERSON-WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 18th DAY OF September, 2020 A.D.,

NOTARY PUBLIC SIGNATURE
Kelley Clampitt
NOTARY PUBLIC PRINT OR TYPE NAME
MY COMMISSION EXPIRES: 4/3/23

Kelley Clampitt
Notary Public, State of Texas
Comm. Expires 04/03/2023
Notary ID 594013-7

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

LAKELINE OFFICE CONDOMINIUM PARTNERSHIP, A TEXAS JOINT VENTURE, 200 NORWOOD COVE, GEORGETOWN, TEXAS, 78628, ANDY VAUGHN AS GENERAL PARTNER, LIEN HOLDER OF THE CERTAIN 83.833 ACRE TRACT OF LAND, DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019049240 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE 28.715 ACRES OF SAID 83.833 ACRE TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "FINAL PLAT HILLSIDE AT COUPLAND – UNIT 2"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 17 DAY OF Sept, 2020.

LAKELINE OFFICE CONDOMINIUM PARTNERSHIP, A TEXAS JOINT VENTURE,
200 NORWOOD COVE, GEORGETOWN, TEXAS, 78628,
ANDY VAUGHN AS GENERAL PARTNER,

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED LAKELINE OFFICE CONDOMINIUM PARTNERSHIP, A TEXAS JOINT VENTURE, 200 NORWOOD COVE, GEORGETOWN, TEXAS, 78628, ANDY VAUGHN AS GENERAL PARTNER,, KNOWN TO ME TO BE THE PERSON-WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 17 DAY OF Sept, 2020 A.D.,

NOTARY PUBLIC SIGNATURE
NOTARY PUBLIC PRINT OR TYPE NAME
Misty Holder
MY COMMISSION EXPIRES: 08-31-2021

MISTY HOLDER
Notary Public, State of Texas
Comm. Expires 08-31-2021
Notary ID 131265343

GENERAL NOTES:

1. THIS PLAT LIES IN WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT 10.

2. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.

3. THIS SUBDIVISION IS IN WILLIAMSON COUNTY AND IS NOT WITHIN ANY ETJ.

4. 25' BUILDING SETBACK LINES ALONG COUNTY ROAD 461.

5. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

6. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION.

7. SEWAGE SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.

8. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

9. THE MAXIMUM IMPERVIOUS COVER PER LOT IS 7000 SQUARE FEET ACCORDING TO THE ASSUMED HYDROLOGIC CALCULATIONS.

10. ON-SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.

11. ANY IMPROVEMENTS PROPOSED WITHIN THE RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, IRRIGATION, LANDSCAPING, SIDEWALKS, SUBDIVISION IDENTIFICATION SIGNS, ETC. SHALL BE MAINTAINED IN ACCORDANCE WITH AN EXECUTED LICENSE AGREEMENT BETWEEN THE COUNTY AND THE OWNER.

12. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER

13. DRIVEWAY CULVERTS SHALL HAVE A MINIMUM INTERIOR DIAMETER OF 18" OR EQUAL AND A MINIMUM LENGTH OF 22 FEET, AND SHALL INCLUDE A CONCRETE APRON SAFETY TREATMENT IN ACCORDANCE WITH CITY OF AUSTIN STANDARD DETAIL 508S-20, "STORMDRAIN OUTFALL PROTECTION CULVERT UNDER ROADWAY/INLINE". LARGER OR LONGER CULVERTS SHALL BE INSTALLED IF NECESSARY TO ACCOMMODATE DRAINAGE BASED UPON A 10-YEAR FLOW FREQUENCY. ALL DRIVEWAY CULVERTS SHALL HAVE SAFETY END TREATMENTS WITH CONCRETE APRONS. THE DRIVEWAY CULVERTS WERE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER PER B11.3 AND B11.4.

14. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THEN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICH EVER IS LESS.

15. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

16. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET 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 ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

17. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

18. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

19. 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.

20. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS REMAIN WITH THE OWNER.

21. 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.

22. J.U.A.E. MAINTENANCE: IN CONSIDERATION FOR THE GRANT OF RIGHTS UNDER THE EASEMENT, EACH LOT OWNER IS RESPONSIBLE FOR ALL FUTURE MAINTENANCE AND REPAIR OF THE EASEMENT, INCLUDING:

A) COOPERATING WITH OTHER LOT OWNERS TO CONTRIBUTE, ON A PRO RATA BASIS WITH OTHER LOT OWNERS, ANY MONIES NECECESSARY TO MAINTAIN, IMPROVE, AND REPAIR THE EASEMENT SO THAT IT SHALL REMAIN AT ALL TIMES IN A GOOD AND PASSABLE CONDITION, TO ALLOW FOR CONVENIENT AND SAFE VEHICULAR INGRESS AND EGRESS TO AND FROM THE LOTS. DECLARANT SHALL HAVE NO FUTURE RESPONSIBILITY FOR THE MAINTENANCE, IMPROVEMENT, REPAIR OR REPAVING OF THE EASEMENT.

B) KEEP THE EASEMENT FREE AND CLEAR OF ANY CONSTRUCTION, FENCING AND LANDSCAPING EQUIPMENT OR MATERIALS, VEHICLE PARKING IS NOT ALLOWED ON THE EASEMENT. NO LOT OWNER SHALL CAUSE OR PERMIT ANY OBSTRUCTION ON THE EASEMENT.

C) KEEP HIS OR HER LOT MOWED, MAINTAINED AND FREE OF TRASH OR DEBRIS.

23. J.U.A.E. ENFORCEMENT: THE DECLARANT AND EACH LOT OWNER SHALL HAVE THE RIGHT TO ENFORCE, BY ANY PROCEEDING AT LAW OR IN EQUITY, ALL CONDITIONS AND RESERVATIONS IMPOSED BY THIS DECLARATION. DECLARANT SHALL NOT HAVE AN OBLIGATION TO ENFORCE ANY OF THESE PROVISIONS AT LAW OR IN EQUITY, AND NORTHING HEREIN SHALL BE CONSTRUED AS COMPELLING THE DECLARANT TO ENFORCE ANY OF THESE PROVISIONS. FAILURE TO ENFORCE ANY OF THESE PROVISIONS SHALL NOT BE DEEMED A WAIVER OF THE RIGHT OF ENFORCEMENT EITHER WITH RESPECT TO THE VIOLATON IN QUESTION OR ANY OTHER VIOLATION. ANY WAIVER OF A RIGHT UNDER THIS DOCUEMNT MUST BE IN WRITING AND SIGNED BY THE PARTY TO BE BOUND IN ORDER TO BE ENFORCED.

24. DRIVEWAY SPACING ON WILLIAMSON COUNTY ROADS SHALL BE NO CLOSER THAN 100 FT MEASURED FROM CENTER TO CENTER.

25. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.

26. LAND WITHIN THIS PLAT IS TERRACED FROM PRIOR AGRICULTURAL USE. THE TERRACING RETAINS RAINFALL RUNOFF AND DIRECTS IT THROUGH EXISTING DRAINAGE PATTERNS ON LOTS. EXISTING DRAINAGE PATTERNS SHALL REMAIN THE SAME. PROPERTY OWNERS SHALL NOT GRADE OR DEVELOP LAND ON PROPERTY IN A MANNER THAT WOULD ALTER THE EXISTING DRAINAGE PATTERNS. IN THE EVENT DRAINAGE PATTERNS ARE CHANGED AND ADJACENT PROPERTIES ARE ADVERSLY IMPACTED OR DAMAGED, THE PROPERTY OWNER MAY BE LIABLE PER TEXAS WATER CODE SECTION 11.086.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, ROBERT GERTSON, A REGISTERED PROFESSIONAL LAND SURVEYOR, AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTION OF WILLIAMSON COUNTY, SUBDIVISION ORDINANCE, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

ROBERT GERTSON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6367 – STATE OF TEXAS
ATWELL, LLC,
3815 S. CAPITAL OF TEXAS HWY, SUITE 300
AUSTIN, TX 78704 PHONE: 512-904-0505
TBPLS FIRM REGISTRATION NO. 10193726

STATE OF TEXAS
REGISTERED
ROBERT J. GERTSON
6367
PROFESSIONAL
LAND SURVEYOR

FLOOD NOTE:

NO PORTION OF THE PROPERTY SHOWN HEREON LIES WITHIN A FLOOD HAZARD AREA AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP PANEL NO. 48491C0725F DATED 12/20/2019.

NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0725F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, THE UNDERSIGNED, MARK T. ZUPAN, P.E. (A REGISTERED PROFESSIONAL ENGINEER) IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT; AND THAT ALL ASPECT OF IT ARE IN ACCORDANCE TO THE COUNTY OF WILLIAMSON SUBDIVISION ORDINANCE. EXCEPT FOR THE VARIANCES GRANTED BY THE CITY COUNCIL. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.

MARK T. ZUPAN, P.E.
TEXAS LICENSED PROFESSIONAL ENGINEER NO. 128994
ATWELL, LLC, TBPE NO. 12242
3815 S. CAPITAL OF TEXAS HWY, SUITE 300
AUSTIN, TX 78704

STATE OF TEXAS
MARK T ZUPAN
128994
LICENSED
PROFESSIONAL ENGINEER

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES (OSSF)

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

J. TERRON EVERTSON, PE, DR, CFM — Adam D. Boatright For J. Terron Evertson — DATE September 23, 2020
COUNTY ENGINEER

ROAD NAME AND 911 ADDRESSING APPROVAL
ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 11th DAY OF September, 2020 A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges
COUNTY JUDGE'S APPROVAL

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, JUDGE BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

JUDGE BILL GRAVELL JR., COUNTY JUDGE — DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D., AT _____O'CLOCK, _____M., AND DULY RECORDED THIS THE DAY OF _____ _____, 20____ A.D., AT _____ O'CLOCK, _____M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

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

NANCY RISTER,, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

ATWELL, LLC, TBPLS FIRM NO. 10193726
ATWELL, LLC, TBPE NO. 12242

PROJECT:	FINAL PLAT HILLSIDE AT COUPLAND – UNIT 2
JOB NUMBER:	
DATE:	APRIL 2020
SCALE:	
SURVEYOR:	ROBERT GERTSON, RPLS 6367
TECHNICIAN:	GTM

ATWELL
866.850.4200 www.atwell-group.com
3815 N. CAPITAL OF TEXAS HIGHWAY, SUITE 300
AUSTIN, TX 78704
512.804.0505

FINAL PLAT
HILLSIDE AT COUPLAND - UNIT 2
HENRY H. WHEELER SURVEY ABSTRACT NO. 672
WILLIAMSON COUNTY, TEXAS

Commissioners Court - Regular Session **48.**

Meeting Date: 09/29/2020

Resolution of Texans Feeding Texans

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 a Resolution Authorizing County Grant in relation to the Texas Department of Agriculture Texans Feeding Texans: Home Delivered Meal Grant Program.

Background

The proposed resolution will certify that the county will make a grant of $45,000 to Williamson-Burnet County Opportunities to be used by such organization during October 1, 2020 to September 30, 2021 to provide meals to homebound elderly and/or disabled persons. The resolution also certifies that the county has approved Williamson-Burnet County Opportunities accounting system in relation to the grant requirements. The county has participated in the same grant in prior years. The Williamson County Commissioners Court approved $45,000 funding to Williamson-Burnet County Opportunities' Senior Nutrition program within the FY '21 adopted budget. The Texans Feeding Texans Home-Delivered Meal Grant Program was established to help supplement and extend the applicants current home-delivered meal program for seniors and/or disabled Texans.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WBCO Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/24/2020 08:34 AM

Form Started By: Saira Hernandez Started On: 09/15/2020 10:03 AM

Final Approval Date: 09/24/2020

TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME-DELIVERED MEALS GRANT PROGRAM

RESOLUTION AUTHORIZING COUNTY GRANT PROGRAM YEAR 2021

A resolution of the County of Williamson (County), Texas, certifying that the county has made a grant to Opportunities for Williamson & Burnet Counties (Organization), an organization that provides home-delivered meals to homebound persons in the county who are elderly and/or have a disability, and certifying that the county has approved the organization's accounting system or fiscal agent.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meals Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the County recognizes Marco Cruz, Executive Director (Authorized Official) as an official of the Organization applying for a Home-Delivered Meal Grant from the Texas Department of Agriculture.

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of $45,000 to be used between the:

1st	of	October	2020	and the	30th	of	September	2021
Day		Month	Year		Day		Month	Year

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Uniform Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 29th day of September, 2020

_____

Signature of Authorized Official of the County

Bill Gravell, Williamson County Judge

Typed Name and Title

NOTE: All information shown in this resolution must be included in the resolution passed by the County.

Updated May 2020

Commissioners Court - Regular Session **49.**

Meeting Date: 09/29/2020

Virtual Benefit Fair and 2021 Open Enrollment

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

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the upcoming Williamson County Employee/Spouse Virtual Benefit Fair that will be held on October 5--16, 2020 and the 2021 Open Enrollment Period, October 19-30, 2020.

Background

Key Benefit Information:

Williamson County Virtual Benefit Fair, October 5-16, 2020, employees will register attendance through the invite link that will be sent by email to all employees through their work email address. Upon registering to this event, employees may view the two-week schedule to participate in the following live webinars:

- Review the 2021 Open Enrollment Presentation, and participate in the daily chat
- Self Care/Wellness Webinars (Real Appeal & Airrosti Physical Well Being
- Financial, Stress Management, Dear Oaks, EAP Resources
- Step and Hydration Challenges
- Live Cooking Demonstrations
- Office Yoga
- TCDRS Retirement Planning Webinar
- Nationwide 457 B Retirement Planning
- Voluntary Benefits offered through MetLife

Open Enrollment Oct. 19-30, 2021, Active enrollment, all fulltime employees/retirees must complete open enrollment elections through the Benefit Portal to have benefit coverage in the 2021 Benefit Plan Year.

- Three ways to enroll:
- Employee completes their enrollment through the benefit portal www.wilcobenefits.com
- By phone, call the Winston Benefits Call Center at 855-327-7150 between 7:30 a.m. - 7:00 p.m. to speak with an enrollment counselor to assist with their enrollment
- Email the Benefits Team @ benefitsteam@wilco.org for assistance and/or benefit questions

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Virtual Benefit Fair Flyer

2021 Open Enrollment Flyer

2021 Williamson County Benefits Guide

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/24/2020 10:03 AM
Form Started By: Shelley Loughrey		Started On: 09/24/2020 08:51 AM
Final Approval Date: 09/24/2020		

WILLIAMSON COUNTY

VIRTUAL BENEFIT FAIR

Stop in daily from your desktop, laptop, personal laptop or smart phone.

When: OCTOBER 2-16, 2020
10:00 AM - 3:00 PM

Employees, covered spouses and retirees may virtually attend this event.

USE THE FOLLOWING LINK TO VIRTUALLY ATTEND
HTTPS:\\WWW.EMPLOYEEWELLNESSHUB.COM\WILLIAMSONCOUNTY\

email benefitsteam@wilco.org with any questions

OPEN ENROLLMENT

IMPORTANT REMINDER

IF YOU WANT HEALTH INSURANCE YOU MUST ENROLL

This applies to ALL benfits that are offered by Williamson County

Failure to enroll during open enrollment will result in NO BENEFIT coverage in 2021

WHEN CAN I ENROLL IN BENEFITS?

STARTS

OCTOBER 19TH

ENDS

OCTOBER 30TH

COMPLETE YOUR ENROLLMENT BY VISITING:

WWW.WILCOBENEFITS.COM

OR CONTACT 1-855-327-7150 FOR ASSISTANCE WITH ENROLLMENT BETWEEN 7:30AM - 7:00PM CST

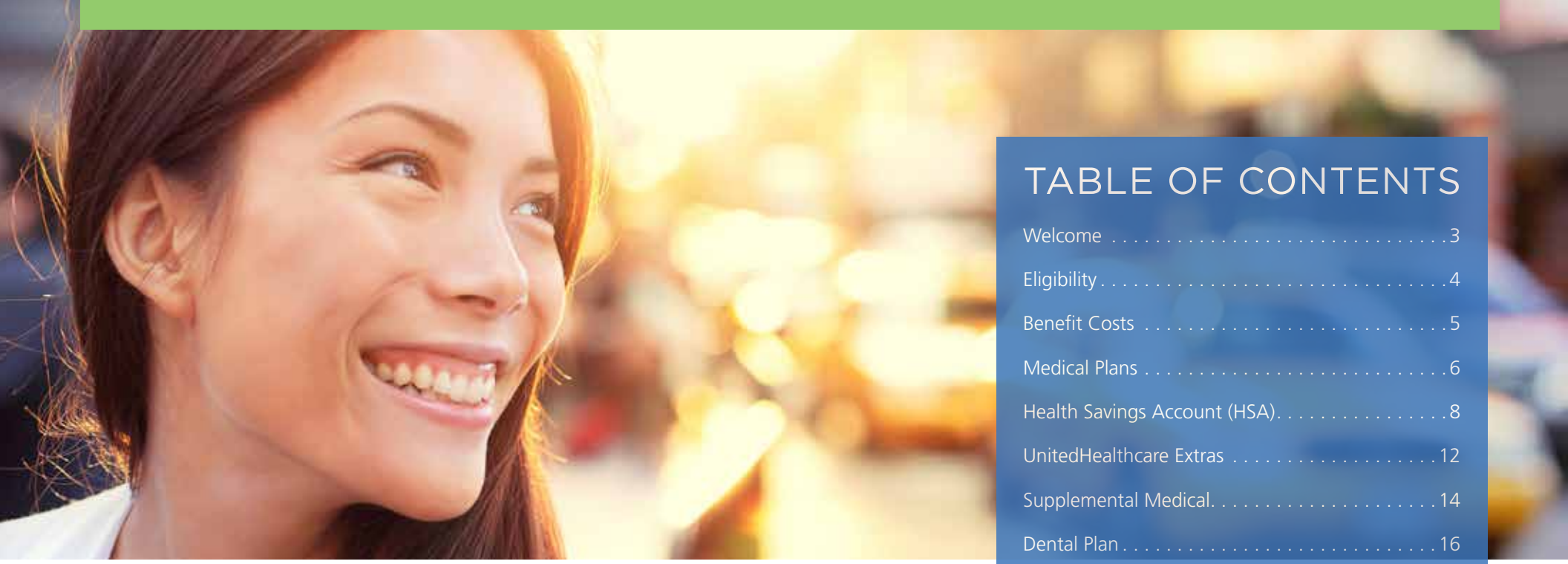
DON'T MISS THE OPPORTUNITY TO ENROLL

For more information contact:
benefitsteam@wilco.org

FOR MORE INFORMATION VISIT: WWW.WILCOBENEFITS.COM

A GUIDE TO YOUR BENEFITS 2021

WILLIAMSON COUNTY
1848



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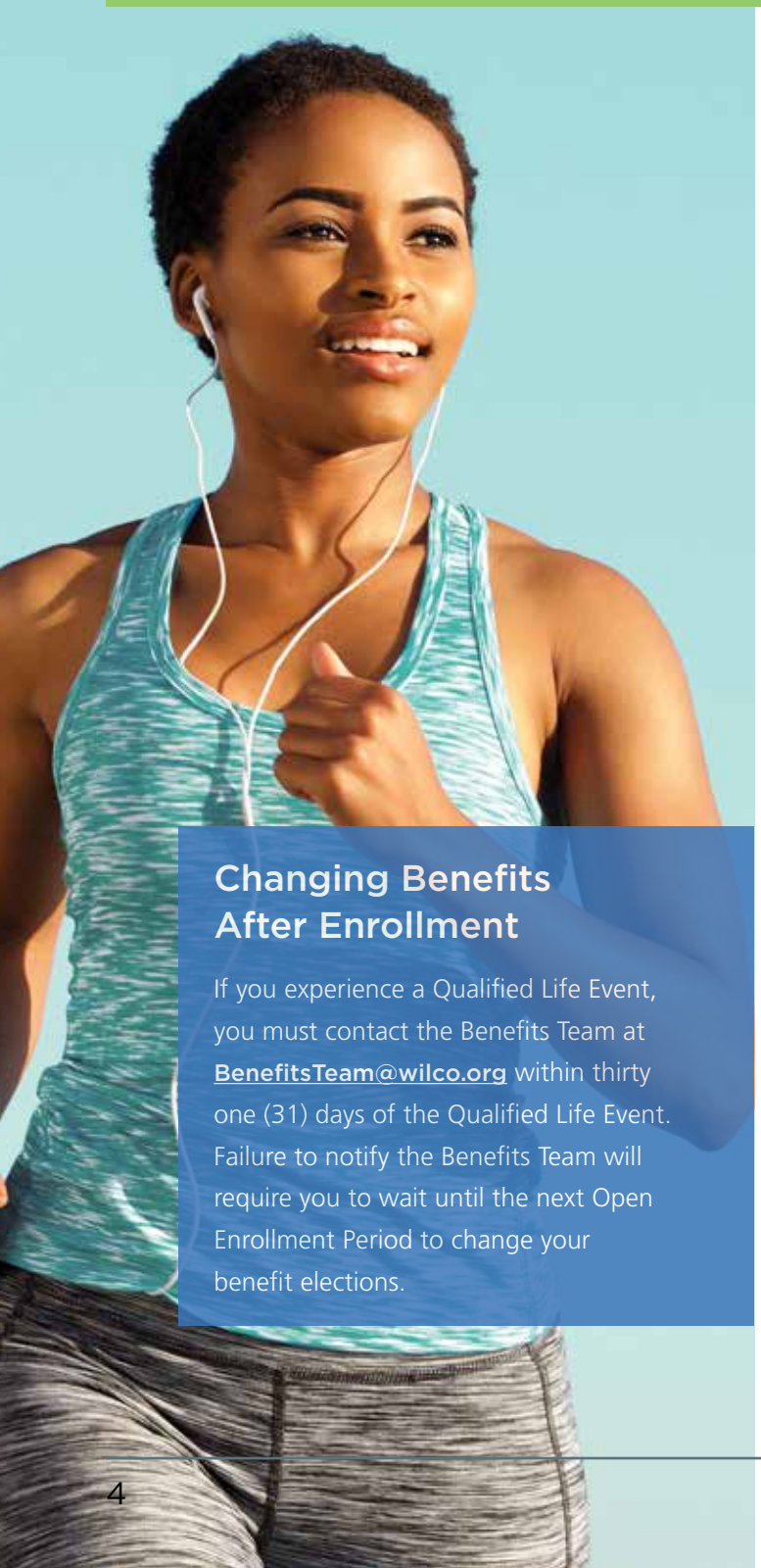
If you (and/or your dependents) have Medicare or will become eligible for Medicare in the next 12 months, a federal law gives you more choices about your prescription drug coverage. Please see page 33 for more details.

WELCOME

At Williamson County it's our employees who make the difference in our success. That's why you have the opportunity to choose from a variety of benefits that can make a real difference in your life. We offer a broad range of benefits, including health insurance, dental insurance, vision insurance, life insurance, disability insurance and much more.

You can customize a benefits program that's exactly right for your personal situation. This guide provides a summary of your benefit options. Please review it carefully and make your elections before the deadline.

If you have any questions about your benefits choices or about how to enroll, contact the Benefits Team at **BenefitsTeam@wilco.org**. Then you'll be sure to have the benefits you need for the year ahead.



Changing Benefits After Enrollment

If you experience a Qualified Life Event, you must contact the Benefits Team at **BenefitsTeam@wilco.org** within thirty one (31) days of the Qualified Life Event. Failure to notify the Benefits Team will require you to wait until the next Open Enrollment Period to change your benefit elections.

ELIGIBILITY

Full-time employees are eligible for benefits. Most of your benefits are effective on the first day of the month following your 60-day waiting period. New employees have twenty (20) days from your date of hire to complete your new hire election in the Benefits Portal.

All full-time employees must complete Open Enrollment elections to continue elected coverage (or change your elected coverage) during the Open Enrollment Period. Benefit elections are completed in the Benefits Portal each benefit plan year. You may also enroll your eligible dependents for coverage. This includes the following:

- Your legal spouse or qualified domestic partner
- Children under the age of 26, regardless of student, dependency or marital status
- Children who are past the age of 26 and are fully dependent on you for support due to a mental or physical disability, and who are indicated as such on your federal tax return

Qualified Life Events

Generally, you may only change your benefit elections during the Open Enrollment Period. However, since life happens, changes to your benefit elections during the year are allowed for Qualified Life Events.

Below are examples of Qualified Life Events:

QUALIFIED LIFE EVENT		DOCUMENTATION NEEDED
Change in marital status	• Marriage • Divorce/Legal Separation • Death	• Copy of marriage certificate • Copy of divorce decree • Copy of death certificate
Change in number of dependents	• Birth or adoption • Step-child • Death	• Copy of birth certificate or copy of legal adoption papers • Copy of birth certificate plus a copy of the marriage certificate between employee and spouse • Copy of death certificate
Change in employment	• Change in your eligibility status (i.e., full-time to part-time) • Change in spouse's benefits or employment status	• Notification of increase or reduction of hours that changes coverage status • Notification of spouse's employment status that results in a loss or gain of coverage

BENEFIT COSTS

Williamson County pays the full cost of many of your benefits. For others, Williamson County and you share the cost or you pay the full cost. Pretax means the cost comes out of your pay before taxes are deducted. After-tax means your cost comes out of your pay after taxes are deducted. The chart below shows who pays for each benefit and the related tax treatment.

BENEFIT	WHO PAYS	TAX TREATMENT
Medical and Prescription	Williamson County/You	Pretax
Vision	You	Pretax
Dental	You	Pretax
Basic Life and Accidental Death & Dismemberment (AD&D) Insurance	Williamson County	N/A
Voluntary Life and Accidental Death & Dismemberment (AD&D) Insurance	You	Post-tax
Voluntary Short-Term	You	Post-tax
Voluntary Long-Term Disability	You	Post-tax
Health Savings Account	Williamson County/You	Pretax
Flexible Spending Accounts	You	Pretax
TCDRS Retirement Plan	Williamson County/You	Pretax
457B Deferred Compensation Plan	You	Pretax
Employee Assistance Plan	Williamson County	N/A
Additional Voluntary Benefits	You	Post-tax

MEDICAL PLANS

Our medical coverage provides you and your family the protection you need for everyday health issues or when the unexpected happens.

Each medical plan offers:

- Comprehensive health care benefits
- In-network preventive care covered at 100%
- Coverage for eligible children up to age 26
- Prescription drug coverage

Key Plan Differences

The key difference between the plans is the amount of money you'll pay each pay period. The plans have different:

- **Network** – Nexus has a smaller network and lower cost share, Choice Plus has a larger network and therefore a higher cost share
- **Annual deductible amount** – the amount you pay each year for eligible in-network and out-of-network charges before the plan begins to pay
- **Out-of-pocket maximums** – the most you will pay each year for eligible network services including prescriptions
- **Copay and coinsurance** – money you pay toward the cost of covered services

Save when you use in-network providers

In-network providers offer the highest level of benefits and lower out-of-pocket costs.

Medical Plan Comparison

	NEW HEALTH SAVINGS ACCOUNT – HIGH DEDUCTIBLE HEALTH PLAN	TRADITIONAL PLANS UHC NEXUS ACO OA		TRADITIONAL PLANS UHC CHOICE PLUS	
	IN-NETWORK	IN ACO TIER 1	UHC NETWORK NON-TIER 1	IN-NETWORK	OUT-OF-NETWORK
ANNUAL DEDUCTIBLE					
Individual	$3,000	$2,000	$2,000	$2,000	$4,000
Family	$6,000	$4,000	$4,000	$4,000	$8,000
ANNUAL OUT-OF-POCKET MAXIMUM (INCLUDES DEDUCTIBLE)					
Individual	$5,500	$5,500	$5,500	$5,500	Unlimited
Family	$11,000	$11,000	$11,000	$11,000	Unlimited
		YOU PAY		YOU PAY	
COINSURANCE					
Physician Office Visit	20%*	$30 copay	50%*	$30 copay	50%*
Specialist Office Visit	20%*	$55 copay	50%*	$55 copay	50%*
Preventive Care	$0**	$0**	$0**	$0**	$0**
Urgent Care	20%*	$45 copay	$45 copay	$45 copay	50%*
Emergency Room	20%*	$400 copay	$400 copay	$400 copay	$400 copay
Inpatient Hospital	20%*	20%*	50%*	20%*	50%*
PHARMACY					
RETAIL RX (UP TO 30-DAY SUPPLY)					
RX Deductible	Deductible / Coinsurance	$0			
Limited Preventive Scripts	$0***	Diabetic Tier 1, Generic & Tier 2, Preferred; Blood Pressure Tier 1, Generic; Cholesterol – Tier 1, Generic****			
Tier 1 - Generic	20%*	35% ($10 Min/$100 Max)			
Tier 2 - Preferred	20%*	35% ($40 Min/$100 Max)			
Tier 3 - Brand	20%*	35% ($75 Min/$100 Max)			
Specialty Pharmacy	20%*	$125			
MAIL ORDER RX (UP TO 90-DAY SUPPLY)					
Tier 1 - Generic	20%*	$20			
Tier 2 - Preferred	20%*	$80			
Tier 3 - Brand	20%*	$100			

*After Deductible
**Only preventive Primary Care Visits or Well Woman Visits, Mammograms and Preventive Colonoscopies are covered at 100%, as the deductible does not apply. Note: Physician must file claim as preventive visit.
***Limited Preventive Scripts – Refer to the Advantage Prescription Drug List and Core Plus Preventive drug list for medications that may be covered at 100%.
****Limited Preventive Scripts covered at 100%. Refer to the Advantage Prescription Drug List for medications that may be covered at 100%. See the detailed PDL for more information in regard to specific details. Updates to the PDL are made in May, September and January.

HEALTH SAVINGS ACCOUNT (HSA)

For the 2021 benefit plan year, Williamson County is excited to introduce a new Health Savings Account (HSA) plan to all eligible full-time employees. This new plan has a High Deductible Health Plan (HDHP) that allows you to participate in a tax-free HSA. This type of plan includes a higher deductible and out-of-pocket maximum than a traditional plan but has a lower cost per pay period. It is designed to give you greater control of your health care dollars.

How a Health Savings Account (HSA) Works

Eligibility
You must be enrolled in the High Deductible Health Plan.

Your Contributions
You contribute on a pretax basis and can change how much you contribute from each paycheck up to the IRS maximum of $3,600 if you enroll only yourself, or $7,200 if you enroll in family coverage. You can make an additional catch-up contribution of $1,000 if you are age 55+.

The Company's Contribution
$500 for employee only coverage.

$500 for employee + family coverage.

Eligible Expenses
Medical, dental, vision and prescription drug expenses incurred by you and your eligible family members. Funds available for reimbursement are limited to the balance in your HSA.

Using Your Account
Use the debit card linked to your HSA to cover eligible expenses or pay for expenses out of your own pocket and save your HSA money for future health care expenses.

Your HSA is always yours – no matter what
One of the best features of an HSA is that any money left in your HSA account at the end of the year rolls over so you can use it next year or sometime in the future. And if you leave the company or retire, your HSA goes with you and you can continue to pay and save for future eligible health care expenses.

The Triple Tax Advantage

HSAs offer you tax advantages like no other account:

1. You can use your HSA funds to cover qualified medical expenses, plus dental and vision expenses too – tax free.
2. Unused funds grow and can earn interest over time – tax free.
3. You can save your HSA funds to use for your health care when you leave the Company or retire – tax free.

If you like the idea of paying less per paycheck and saving tax-free money for future medical expenses, consider enrolling in the HDHP with HSA.

How a High Deductible Health Plan (HDHP) and a Health Savings Account (HSA) Work Together

Yolanda enrolls herself only in the HDHP with HSA. She chooses to use her HSA to pay for covered services – this reduces her out-of-pocket amount needed to meet her deductible before her health plan begins to pay.

YEAR 1 EXAMPLE	YEAR 2 EXAMPLE
The Company deposits $500 in Yolanda's HSA	The Company deposits $500 in Yolanda's HSA
She contributes $3,100 for a total of $3,600	She contributes $3,100 for a total of $3,600
	$2,900 rolls over from last year for a total of $6,500
She uses her HSA to pay $700 of eligible expenses	She uses her HSA to pay $1,250 of eligible expenses
She has $2,900 in her HSA to roll over to next year	**She has $5,250 in her HSA to roll over to next year**

HSA Plan Highlights

- **In-Network Preventive Care:** The plan pays 100%.
- **Deductible:** You pay 100% for medical care and prescriptions. Once you meet the deductible, coinsurance kicks in.
- **Network:** HSA plan utilizes the Choice Network and does not have Out-of-Network Benefits.
- **Coinsurance:** You and the plan share a percentage of the cost until you meet the out-of-pocket maximum.
- **Out-of-Pocket Maximum*:** Once you reach this, the plan pays 100% of in-network costs for the remainder of the calendar year.

Members enrolled in this plan should refer to the Advantage Prescription Drug List and Core Plus Preventive Drug List for medications covered at 100%. Any medication that is not considered preventive will be subject to the deductible and coinsurance. The Core Plus Preventive Drug list includes a limited selection of blood pressure, cholesterol, diabetic supplies and medications covered at 100%. ***Continuous Glucose Monitors are not covered at 100% under this plan.***

Eligibility

To be eligible to enroll in an HSA:

- You must be covered under a qualifying high-deductible health plan (HDHP) on the first day of the month.
- You have no other health coverage except what is permitted by the IRS.
- You are not enrolled in Medicare, TRICARE or TRICARE for Life.
- You can't be claimed as a dependent on someone else's tax return.
- You haven't received Veterans Affairs (VA) benefits within the past 3 months, except for preventive care.
- You do not have a health care flexible spending account (FSA) or health reimbursement account (HRA). A limited purpose FSA may be permissible.
- Other restrictions and exceptions may also apply. We recommend that you consult a tax, legal or financial advisor.

*If you cover any dependents, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.

**Limited Preventive Scripts – Refer to the Advantage Prescription Drug List and Core Plus Preventive drug list for medications that may be covered at 100%.

Is the HSA Right for Me?

After you meet the $3,000 per individual or $6,000 per family deductible, then the plan will have a 20% coinsurance that you are responsible for until you reach the individual $5,500 out-of-pocket maximum and/or the $11,000 per family out-of-pocket maximum.

All out-of-pocket expenses and prescription drug costs count toward your deductible and out-of-pocket maximum.

It is important for you to plan accordingly by preparing a benefit expense budget for anticipated out-of-pocket costs for the 2021 benefit plan year, which could include the following:

BENEFIT SERVICES	CONSIDER	COST
Pharmacy Costs	Deductible applies first, then member will pay the contracted cost for medications	Deductible/Coinsurance
Physician Visits	How many times a year does the member or member's dependents visit Physicians/Specialists	Deductible/Coinsurance
Current Medical Conditions	Does the member have on going medical conditions that require on going treatment	Deductible/Coinsurance
Anticipated Medical Procedures	Are you expecting a newborn, or have an upcoming medical procedure	Deductible/Coinsurance
Urgent Care, Emergency Care	How many times during the previous plan year did you or your family members visit and Urgent Care or Emergency Room	Deductible/Coinsurance
Inpatient Hospital Care	If you are having a medical procedure how many days do anticipate being in a hospital or skilled nursing or rehabilitative hospital setting	Deductible/Coinsurance
Outpatient Surgical Care	Do you or your family members have an outpatient surgery planned	Deductible/Coinsurance

Williamson County Contributions

Williamson County will deposit up to $500 into your HSA based on your effective date, if you enroll in the HDHP plan:

- January 1, 2021: $500
- After January 1, 2021, a prorated deposit will be applied per quarter:
  - First Quarter (January – March): $500*
  - Second Quarter (April – June): $375*
  - Third Quarter (July – September): $250*
  - Fourth Quarter (October – December): $125*

*Deposits are applied on the first pay date in the month according to the effective date of coverage.

Using Your HSA Funds

- Choose the HSA option during open enrollment and complete the on-line application.
- You will receive your HSA welcome kit and Optum Bank debit Mastercard®.
- Activate your account online at **www.myuhc.com** or **www.optumbank.com**.
- Download the Optum Bank app to conveniently manage your HSA.
- To make a payment using your HSA funds, you may use your Optum Bank debit Mastercard, or you may use online bill pay. You can even pay through the Optum Bank mobile app!
- If you pay for qualified expenses out of pocket, you may request a reimbursement via **www.optumbank.com**.

UNITEDHEALTHCARE EXTRAS

There is more to the UnitedHealthcare plans than great coverage. If you enroll in the UHC medical plan, you have access to a variety of wellbeing resources.

myuhc.com

Get the answers you need, when you need them, on **myuhc.com**®, your member website. Personalized service, round-the-clock support and high-tech tools are designed to provide you with a better health care experience.

- View and manage your claims and accounts
- Know your health care costs
- Find the care you need
- Get and stay healthy with innovative wellbeing tools

Rally®

Rally offers personalized recommendations to help you move more, eat better, and feel great. Rally recommends customized Missions, which are simple activities to help improve your diet, fitness, and mood every day. As you make progress, you'll earn Rally Coins, good for a chance to win rewards.

UnitedHealthcare App

The UnitedHealthcare app is available as a free download from the Apple® iTunes® App Store® and the Android® Market. Get instant access to your health information, find a physician near you, check the status of a claim or get advice from a nurse.

Virtual Visits – Medical

Connect with a doctor for non-emergency care right from your mobile device or computer without an appointment. You can even get a prescription sent to your local pharmacy. If you are enrolled in one of the traditional plans, virtual visits are offered at no cost. **If you are enrolled in the HSA plan, you will pay $49 per visit.** Appointments are available 24/7 and take about 15 minutes. Log in to **myuhc.com** to learn more and schedule appointments. Virtual visits are a convenient way to get care for:

- Bladder infection/Urinary tract infection
- Bronchitis
- Cold/flu
- Diarrhea
- Fever
- Migraine/headaches
- Pink eye
- Rash

Virtual Visits – Behavioral Health

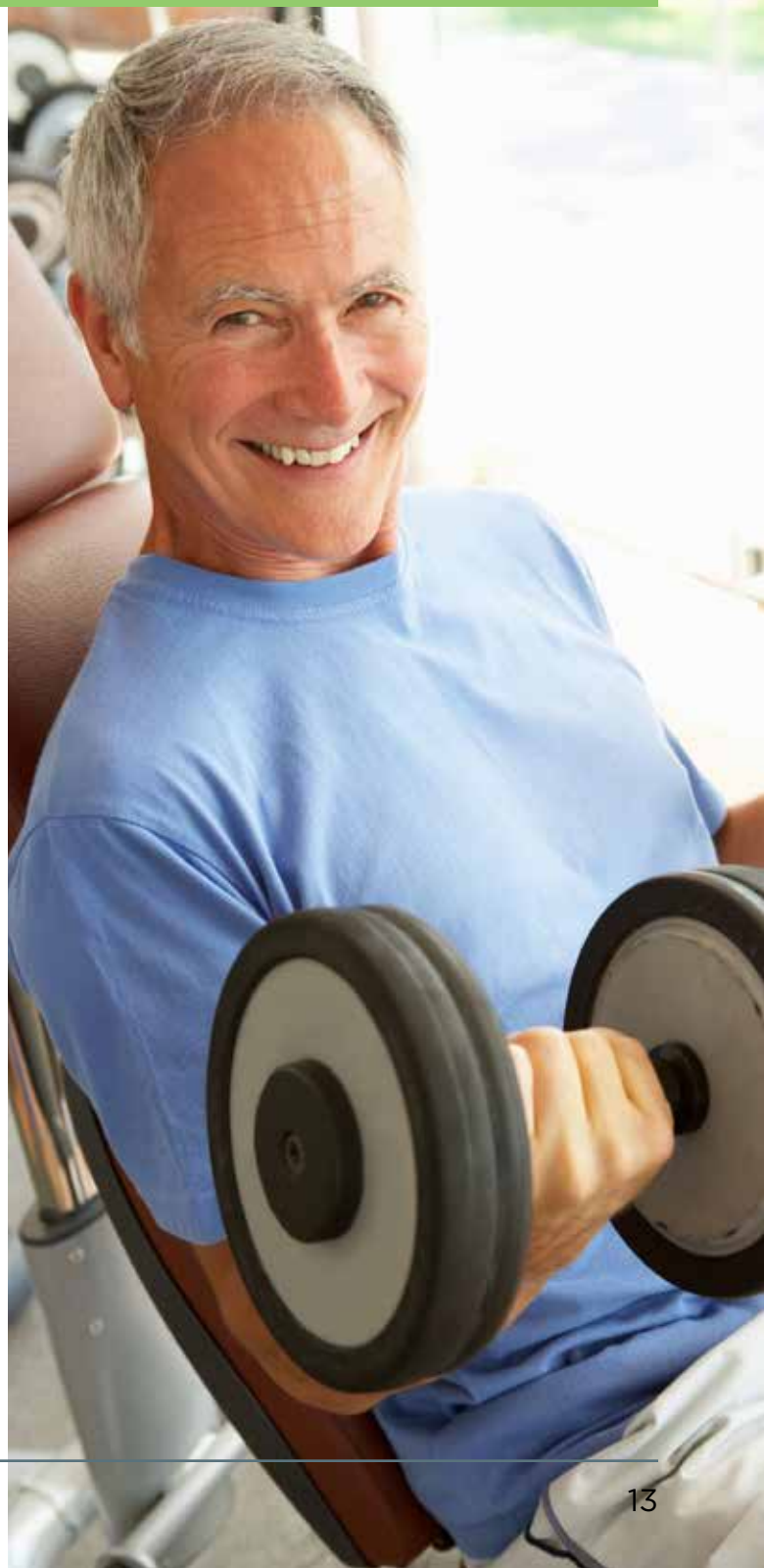
Behavioral health virtual visits provide quick and easy access to behavioral health professionals from your mobile device, tablet or computer. You can connect with a provider from the comfort of home, with convenient appointment times to accommodate busy schedules. They're part of your behavioral health benefit through UnitedHealthcare. **If you are enrolled in one of the traditional plans, the cost is $55 per visit. If you are enrolled in the HSA plan, you will pay 20% after your deductible is met.** Use a behavioral health virtual visit for needs such as depression, anxiety, ADD/ADHD, addiction, mental health disorders and counseling.

UHC – Real Appeal

UHC's Real Appeal™ provides you with a plan for lasting weight loss. If you are enrolled in one of our medical plans, this program is provided to you at no additional cost. Real Appeal includes:

- A personalized transformation coach for an entire year who will guide you through the program, customizing it to fit your needs, personal preferences, goals and medical history.
- Staying accountable to goals is easier than ever with 24/7 online support and the mobile app, where you can access:
    - Customizable food, activity, weight and goal trackers
    - Unlimited digital content including streaming workout videos
    - Success group support which lets you chat with others who are participating in the program
    - Weekly Real Appeal All-Star Show featuring healthy tips from celebrities, athletes and health experts
    - Weekly analysis, feedback and goal reporting
- A Success Kit with all the gadgets you need to kick-start your weight loss and keep you going strong:
    - Personal blender
    - Digital food scale
    - "Perfect" portion plate
    - Resistance band
    - Electronic body weight scale
    - Exercise DVDs

And more delivered to your door after you attend your first group coaching session.



SUPPLEMENTAL MEDICAL

Accident Insurance

Just as it sounds, Accident insurance can help you pay for costs you may incur after an accidental injury. This type of injury includes things such as a car accident, a fall while skiing or even a fall down the stairs at home. This benefit is paid regardless of any other insurance coverage you might have (including your medical coverage).

ELIGIBLE EXPENSES

Emergency Room Visits	**Fractures and Dislocations**
Hospital Stays	**Medical Exams** – including major diagnostic exams
Physical Therapy	**Transportation and Lodging** – if you are away from home when the accident happens

How the Plan Works

Again, these benefits are in addition to any health insurance benefits you may receive. The benefit amount is paid directly to you. You can use this money in any way you like, including deductibles, child care, housecleaning, groceries, utilities or any purpose that can help you meet your personal, financial or household needs.

Below is an Example

- On his way to work, John was in a car accident.
- He was transported by ground ambulance to the emergency room and admitted to the hospital.
- He had a dislocated hip and spent five days in the hospital.
- He had several physical therapy sessions before returning to work.
- John submitted his accident claim and received $5,850 from his accident insurance coverage.
- He used it towards his deductible, copay and supplemental income for his missed work days.

SAMPLE REIMBURSEMENTS

Ground Ambulance	$300
Emergency Room	$150
X-ray	$50
MRI	$150
Hospital Stay – Admission + 5 days	$2,000
Dislocated Hip	$3,000
Appliances	$100
Physical Therapy (4 sessions)	$100
Total Benefit Paid	$5,850

Please refer to the benefit summary for details of this coverage.

Critical Illness Insurance

Critical illnesses can have a huge impact on your life. A critical illness can keep you from working and can make it difficult to do simple, everyday things. Critical Illness insurance can help reduce your stress — financially and mentally — while you recover from your illness. These illnesses can include, but are not limited to, the following:

SAMPLE OF COVERED CONDITIONS	
Heart Attack	Parkinson's Disease
Multiple Sclerosis	Stroke
Alzheimer's Disease	Major Organ Failure

BENEFIT AMOUNT	
Employee and Spouse	$5,000 – $30,000 in $5,000 increments
Children	$1,000 – $15,000

Please refer to the benefit summary for details of this coverage.

How the Plan Works

Critical Illness insurance pays a fixed one-time benefit amount if you are diagnosed with a covered disease or illness after your coverage effective date. You can use this money for any purpose you like. It can help pay for expenses not covered by your health care plan (such as your deductible or copays), lost income, child care, travel to and from treatment, home health care costs or any of your regular household expenses.

Below is an Example

- Tom suffered a relatively small stroke.
- He was hospitalized for five days.
- He began rehab to get back to where he was physically before the stroke.
- Tom submitted his claim and received a lump-sum payment of $10,000.

DENTAL PLAN

Your dental health is an important part of your overall wellbeing. Dental insurance gives you a reason to smile — it's affordable and may cover preventive care (including regular checkups) as well as fillings, bridges, crowns and other dental services.

When you enroll in the Dental Plan, you may visit any dentist you choose, but in-network providers offer larger discounts and can file your claims for you. If you prefer to see an out-of-network provider, keep in mind, since they are not under a contract, they may charge you for any amount billed in excess of the negotiated discounted rate.

The amount you pay for your coverage is based on who you cover and which plan you choose.

	UHC DENTAL LOW PLAN	UHC DENTAL HIGH PLAN
	IN-NETWORK	IN-NETWORK
CALENDAR YEAR DEDUCTIBLE		
Individual	$50	$50
Family	$150	$150
CALENDAR YEAR OUT-OF-POCKET MAXIMUM		
Per Individual	$750 per individual (Basic and Major Services combined)	$1,500 per individual (Basic and Major Services combined)
	YOU PAY	**YOU PAY**
PREVENTIVE CARE		
Exams, Cleanings, X-rays, Fluoride Treatments	$0	$0
BASIC SERVICES		
Fillings, Space Maintainers, Sealants, Extractions, Oral Surgery, Endodontics, Periodontics, Emergency Exams	10%	10%
MAJOR PROCEDURES		
Crowns, Inlays/Outlays, Dentures and Bridgework, Repairs	Not covered	35%
ORTHODONTIA		
24-Month Treatment Fee — Additional fees will apply for pre-ortho visits and treatment, records and retention, and banding		
Adults	Not covered	50% up to a lifetime maximum benefit of $2,000 per individual; deductible waived
Children (up to 19th birthday)	Not covered	

VISION PLAN

You may elect vision care coverage, which provides affordable, quality vision care nationwide. Although vision care services and supplies are covered in- and out-of-network, your benefits are generally greater when you use **Spectera** network providers. Your costs are based on the family members you choose to cover.

	UHC VISION PLAN	
	PARTICIPATING PROVIDER	NON-PARTICIPATING PROVIDER
	YOU PAY	REIMBURSEMENT
COST		
Exam	$0	Up to $40
Materials	$0	N/A
COVERED SERVICES - LENSES		
Single Lenses	$0	Up to $40
Bifocals	$0	Up to $60
Trifocals	$0	Up to $80
Frames	$250 allowance	Up to $45
COVERED SERVICES - CONTACTS IN LIEU OF FRAMES/LENSES		
Contacts Medically Necessary	$0	Up to $210
Contacts - Elective	$250 allowance*	Up to $250*
BENEFIT FREQUENCY		
Exams	Once per plan year	Once per plan year
Lenses	Once per plan year	Once per plan year
Frames	Once per plan year	Once per plan year
Contacts	Once per plan year	Once per plan year

*Members choose glasses or contacts to receive $250 allowance.

See **www.myuhcvision.com** for discounts.

If you are a participant in a Health Savings Account (HSA), you are not eligible for the Health Care FSA reimbursement account.

FLEXIBLE SPENDING ACCOUNTS

Flexible Spending Accounts (FSAs) allow you to pay for eligible health care and dependent care expenses using tax-free dollars. **There are two types of FSAs — the Health Care FSA and the Dependent Care FSA:**

Health Care FSA

Used to pay for services not covered by your medical, dental or vision plan such as copays, coinsurance, deductibles, prescription expenses, lab exams and tests, contact lenses and eyeglasses.

Dependent Care FSA

Used to pay for day care expenses associated with caring for elder or child dependents that are necessary for you or your spouse to work or attend school full-time. You cannot use your Health Care FSA to pay for Dependent Care expenses.

HEALTH CARE FSA	VS	DEPENDENT CARE FSA
Contribute up to $2,750 per year, pretax.		Contribute up to $5,000 per year, pretax, or $2,500 if married and filing separate tax returns.
Receive a debit card to pay for eligible medical expenses (funds must be available in your account).		You must submit claims and be reimbursed if you enroll in this FSA; no debit cards are provided.
Eligible expenses include medical copays, coinsurance, deductibles, eyeglasses, over-the-counter medications prescribed by your doctor.		Can only be used to pay for eligible dependent care expenses including day care, after-school programs and elder care programs.
If you do not spend all the money in this FSA by **December 31**, unused dollars will be forfeited per IRS regulations for pretax contributions.		If you do not spend all the money in this FSA by **December 31**, unused dollars will be forfeited per IRS regulations for pretax contributions.
Submit claims up to **March 31** of the following year for expenses from January 1 to December 31.		Submit claims up to **March 31** of the following year for expenses from January 1 to December 31.

LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) INSURANCE

It's important to give some serious thought to what expenses and income needs your dependents would have if something happened to you. To make sure you have financial protection, the Company offers several different types of Life and AD&D insurance.

Basic Life insurance. This coverage is provided at no cost to you, and you are automatically enrolled even if you don't elect medical. If you purchase additional Life insurance for yourself, you may also purchase coverage for your spouse and dependent children.

AD&D is provided as part of your Basic Life coverage and provides you specified benefits for a covered accidental bodily injury that directly causes dismemberment (i.e., the loss of a hand, foot or eye). In the event that death occurs from an accident, 100% of the AD&D benefit would be payable to your beneficiary(ies).

Basic Life and AD&D Coverage

COVERAGE LEVEL	COVERAGE AMOUNT
Employee	$20,000
Spouse	$5,000
Child	$2,000

Voluntary Life and AD&D Coverage

Voluntary Life insurance for you, your spouse and children can help protect your family during difficult times. Eligible employees may purchase Voluntary Life and AD&D for themselves and their family.

Voluntary Life Coverage Options

COVERAGE FOR	COVERAGE AVAILABLE
Employee	Increments of $10,000, minimum of $100,000, up to 6 times your basic annual earnings, coverage maximum of $300,000.
Spouse	Increments of $5,000 up to $300,000 – not to exceed 100% of employee coverage.
Child	Birth to 6 months, $1,000; 6 months to age 19, $10,000 (age 26 if full-time student).

Voluntary Life and AD&D Rates

VOLUNTARY LIFE RATES	BI-WEEKLY EMPLOYEE RATE PER $1,000	BI-WEEKLY SPOUSE RATE PER $1,000
AGE	MONTHLY RATES PER $1,000	
<35	$0.043	$0.028
35–39	$0.054	$0.039
40–44	$0.076	$0.061
45–49	$0.109	$0.094
50–54	$0.162	$0.147
55–59	$0.271	$0.256
60–64	$0.300	$0.285
65–69	$0.499	$0.484
70–74	$0.874	N/A
75–79	$3.273	N/A

Employee AD&D Bi-weekly Rate	$0.01
Child Bi-weekly Rate	$0.027

SAMPLE RATE CALCULATION

For example: A 36-year-old employee elects $100,000 of coverage

$$\frac{\$100{,}000}{\text{Elected Benefit Amount}} \div \$1{,}000 = 100 \times \frac{\$0.054}{\text{Rate Above}} = \frac{\$5.40}{\textbf{Your Bi-weekly Cost}}$$

Guaranteed Issue and Evidence of Insurability

Employees and spouses who elect coverage when first eligible can elect up to the Guaranteed Issue (GI) amount without Evidence of Insurability (EOI). If the amount requested is more than GI, you will need to provide EOI before the amount over GI becomes effective.

VOLUNTARY DISABILITY INSURANCE

If you have a serious injury or illness that keeps you from working, how would you pay your bills? Disability insurance replaces a portion of your income when you are unable to work due to a qualified illness or non-work-related injury.

Short-Term Disability (STD)

Pregnancy, a scheduled surgery or an unplanned illness or injury could keep you off the job and without income for an extended period of time. STD can protect part of your paycheck should you become disabled.

STD is 100% employee paid. Elections made during Open Enrollment will be effective January 1, 2021.

COVERAGE	BENEFIT
Short-Term Disability	• 60% of your weekly earnings to a $1,500 per week maximum for 12 weeks • Benefit begins after 7 days of disability per week

AGE RATED PREMIUMS	COST PER $10 (OF BI-WEEKLY COVERED EARNINGS)
Under 30	$0.280
30–34	$0.320
35–39	$0.300
40–44	$0.235
45–49	$0.220
50–54	$0.240
55–59	$0.265
60–64	$0.320
65–69	$0.355
70–74	$0.465
75+	$0.465

SAMPLE RATE CALCULATION

For example: A 36-year-old employee elects $30,000 of coverage

$$\frac{\$30{,}000}{\text{Annual Salary Amount}} \div 52 \text{ weeks} = \frac{\$576.92}{\text{Weekly Salary}} \times \frac{.60}{\text{60\% Benefit}} = \$346.15 \div \$10 \times \frac{\$0.30}{\text{Rate Above}} = \frac{\textbf{\$10.38}}{\textbf{Your Bi-weekly Cost}}$$

Long-Term Disability (LTD)

LTD makes sure you have a portion of your income replaced if you can't work for an extended period of time due to a non-work-related illness or injury. This coverage is coordinated with other benefits you may receive while disabled, such as Social Security and Worker's Compensation. LTD payments will last for as long as you are disabled or until you reach your Social Security Normal Retirement Age, whichever comes first. Certain exclusions and pre-existing condition limitations may apply.

LTD is 100% employee paid. Elections made during Open Enrollment will be effective January 1, 2021.

COVERAGE	BENEFIT
Long-Term Disability	• 60% of your monthly earnings to a $6,000 maximum • Benefit begins after 90 days of disability and payments will last for as long as you are disabled or until you reach your Social Security Normal Retirement Age, whichever is sooner

For the first 24 months of a disability, you are considered totally disabled if you are unable to perform the material duties of your regular occupation due to a covered injury or sickness. After 24 months, you are considered disabled if you are unable to perform the material duties of any gainful occupation for which you are reasonably fitted by education, training or experience.

AGE RATED PREMIUMS	COST PER $100 (OF BI-WEEKLY COVERED EARNINGS)
Under 30	$0.055
30–34	$0.070
35–39	$0.097
40–44	$0.139
45–49	$0.218
50–54	$0.297
55–59	$0.324
60–64	$0.347
65–69	$0.398
70+	$0.519

SAMPLE RATE CALCULATION

For example: A 36-year-old employee elects $30,000 of coverage

$$\frac{\$30{,}000}{\text{Annual Salary Amount}} \div 12 \text{ months} = \frac{\$2{,}500}{\text{Monthly Salary}} \div \$100 \times \frac{\$0.97}{\text{Rate Above}} = \frac{\textbf{\$2.43}}{\textbf{Your Bi-weekly Cost}}$$

An Example: How STD and LTD Can Work Together

Let's say you have an accident on the ski slopes and you must be away from work due to your injuries. Here's how your disability benefits would work:

- All accrued Leave Time must be exhausted before STD will begin to pay.
- You may receive STD benefits equal to 60% of your pay, up to $1,500 per week, for 12 weeks.
- If you are out longer than 12 weeks and cannot perform your job, LTD benefits would begin and would replace 60% of your pay, up to a maximum of $6,000 per month. These benefits would continue until you no longer meet the definition of disabled as defined by the insurance company.

After 7 days of sickness or injury approved STD may begin to pay benefits

→

Next 12 weeks
Approved STD replaces 60% of your weekly pay

→

After 12 weeks
LTD begins if approved

PLANNING FOR RETIREMENT

What does retirement look like for you? Maybe you plan to travel the world. Or maybe you'd like to take up some hobbies closer to home. Whatever your goal, it's important to take responsibility for your own finances so you have the income you need in the future.

Retirement savings with the TCDRS Retirement Plan

- 7% is deposited into your account and earns 7% compound interest annually
- You receive a lifetime monthly benefit when you become eligible to retire
- Current employer match is 250%
- You can designate/update beneficiaries at **www.tcdrs.org** if no beneficiary is on file, the benefit is paid to a spouse (if married) or estate
- With four or more years of TCDRS service, your beneficiary is eligible for the Survivor Benefit

Vesting

Vesting occurs after 8 years of service. Once vested, you have a right to a lifetime monthly benefit that will include employer matching when you reach retirement eligibility. Even if you leave your job, you can choose to get a lifetime monthly benefit when you become eligible to retire as long as you haven't taken your money out of your account.

Retirement Eligibility

Your retirement eligibility is based on any of the following combinations:

- Age 60 + 8 years of service
- Your age + your years of service (must be vested) = 75
- Any Age + 30 years of service

Retirement savings with a 457(b) through Nationwide

One of the best ways to ensure a secure retirement is to start saving as early as possible. Williamson County has partnered with Nationwide to offer an optional 457(b) deferred compensation plan to employees.

You can begin contributing to the plan at any time once you become eligible and make contributions to your account through convenient payroll deductions.

- Increase, decrease or stop deferrals, according to your needs
- No coordination of contributions with other qualified plan types
- Contribute up to the maximum to your 457(b) and a 403(b) or 401(k) account
- Enroll at **http://retirementspecialists.myretirementappt.com/** or by calling 877-677-3678
- No-penalty withdrawals after separation from service, regardless of age

ADDITIONAL BENEFITS

Employee Assistance Program

Deer Oaks EAP is our Employee Assistance Program which provides services for all benefit eligible employees and dependents of Williamson County. Through the EAP, you and your family can receive immediate support and guidance, as well as assessments and referrals for further services. You can contact the EAP 24/7 and the EAP covers up to 6 confidential short-term counseling visits. EAP Services are available to you whether or not you elect other benefit coverages through Williamson County.

EAP Services

The EAP can assist with many different types of problems. Among these are stress, depression, anxiety, work/life balance, substance abuse, marital problems, family or parenting conflicts, grief, violence and unhealthy lifestyles. The EAP can also assist in identifying local resources and providing referral information for:

- Pet Care
- Child/Elder Care facilities
- Maintenance and repair providers
- Financial Issues
- Legal advice consultation
- Community volunteer opportunities

It is important to note that all EAP conversations are voluntary and strictly confidential. In addition, there is never a cost to you when you contact an EAP counselor; Williamson County pays the full cost. However, if you and your counselor determine that additional assistance is needed, you will be referred to the most appropriate and affordable resource available. Although you are responsible for the cost of referrals, these costs are often covered under your medical plan by utilizing an in-network provider.

Sick Leave Pool

To be eligible and to participate in the Sick Leave Pool for the next Benefit Plan Year. You must have one year of employment at the time of Open Enrollment and a minimum of eight hours (max of 40 hours) of sick leave available to donate. Participation is voluntary. The Sick Leave Pool provides eligible employees with sick leave once the employee has exhausted all accrued/banked paid leave while on approved FMLA. Hours will not be granted beyond the end of the FMLA period.

Pet Insurance

Let's not forget about our furry friends! Veterinary Pet Insurance (VPI) helps offset the cost of caring for your pet with more than 6,400 covered medical treatments. VPI covers everything from preventive care to accidents and illness, as well as the costs of x-rays, office visits, medications, surgeries and hospital stays. You can either choose your own vet or use a licensed vet in the VPI network. The cost of coverage depends on your pet's age, species, and the coverage level that you select. This voluntary benefit is not sponsored or endorsed by Williamson County. Enroll by calling 877-263-6008.

FOCUS ON WELLBEING

We are committed to helping you prevent illnesses and achieve wellbeing. Did you know that your medical plans pay 100% of the cost for preventive care? This means you and your dependents receive recommended preventive services like immunizations and screenings at no cost to you.

What Is Preventive Care?

Preventive care includes services that help you stay healthy, including:

- Vaccines that protect your health by preventing diseases and other problems
- Screenings to check for diseases early when they may be easier to treat
- Education and counseling to help you make health decisions

Take Action!

Participating in our Wellbeing Program not only benefits you physically, mentally and emotionally, it also benefits you financially.

Complete the required wellbeing actions to avoid wellbeing surcharges (increased premiums) in the 2022 Benefit Plan Year:

All current employees and spouses who are enrolled in a Williamson County Medical Plan must complete the following wellbeing actions between January 1, 2021 and December 31, 2021 to avoid the wellbeing surcharges (increased medical premiums) that will be applied in the 2022 Benefit Plan Year as noted below:

SURCHARGE (INCREASED MEDICAL PREMIUM)	WELLBEING ACTIONS
$100 Monthly Nicotine Usage Surcharge	• Complete during benefits enrollment through the portal.

$100 Monthly HRA/Wellbeing Exam/Biometric Screening Surcharge	• Complete the Health Questionnaire by logging into myuhc.com through the Rally Program. Both the employee and covered spouse will each complete:
	  • Wellbeing Exam
	  • Biometric Screening
	  • Physician Certification on Medical Form
	Note: New Hires or new Williamson County Medical Plan members must complete these actions within 90 days of their benefit effective date.

EMPLOYEE CONTRIBUTIONS

We Are in This Together

Wilco is self-funded for medical, vision, dental and pharmacy coverage. This means all actual costs of claims and administrative fees are shared between the county and you, the employee. UHC processes claims according to plan provisions.

Costs continue to rise each year due to market trends and increased plan usage and claims. Still, Wilco employee benefit premiums, deductibles and copays remain competitive and are among the lowest in the market. Let's keep it that way!

Although the County pays the majority of the costs, you, as the employee, play an important role. By maintaining a healthy lifestyle and choosing economical resources for your care, you are minimizing rising costs and premiums.

	EMPLOYEE BASE RATE* PER 24 PAY PERIODS	EMPLOYEE BASE RATE* PER MONTH	EMPLOYER MONTHLY CONTRIBUTION	TOTAL MONTHLY MEDICAL COST (EMPLOYEE + EMPLOYER CONTRIBUTION)
HSA MEDICAL PLAN – HIGH DEDUCTIBLE HEALTH PLAN				
Employee Only	$22.00	$44.00	$491.38	$535.38
Employee + Spouse	$88.00	$176.00	$1,277.81	$1,453.81
Employee + Children	$46.12	$92.23	$1,175.86	$1,268.09
Employee + Family	$102.29	$204.58	$1,981.32	$2,185.90
TRADITIONAL PLAN – NEXUS ACO MEDICAL PLAN				
Employee Only	$27.04	$54.08	$540.79	$594.87
Employee + Spouse	$108.16	$216.32	$1,399.03	$1,615.35
Employee + Children	$56.68	$113.36	$1,295.63	$1,408.99
Employee + Family	$113.36	$226.72	$2,202.05	$2,428.77
TRADITIONAL PLAN – CHOICE PLUS MEDICAL PLAN				
Employee Only	$105.56	$211.12	$525.68	$736.80
Employee + Spouse	$175.24	$350.48	$1,578.07	$1,928.55
Employee + Children	$134.68	$269.36	$1,419.47	$1,688.83
Employee + Family	$202.28	$404.56	$2,477.19	$2,881.75
Wellbeing Actions				
FAILURE TO COMPLETE:	**PER PAY PERIOD SURCHARGES****		**MONTHLY SURCHARGES****	
Nicotine User	$50 (Increase)		$100 (Increase)	
Health Risk Assessment, Annual Wellbeing Exam, Biometric Screening	$50 (Increase)		$100 (Increase)	
Dental Rates	**Employee Per 24 Benefit Pay Period**		**Employee Base Rate* Per Month**	
Dental Low Plan				
Employee Only	$17.00		$34.00	
Employee + Spouse	$31.50		$63.00	
Employee + Children	$35.00		$70.00	
Employee + Family	$38.50		$77.00	
Dental High Plan				
Employee Only	$23.50		$47.00	
Employee + Spouse	$43.50		$87.00	
Employee + Children	$47.50		$95.00	
Employee + Family	$53.00		$106.00	
Vision Rates	**Employee Per 24 Benefit Pay Period**		**Employee Base Rate* Per Month**	
Employee Only	$6.35		$12.69	
Employee + Spouse	$12.04		$24.07	
Employee + Children	$14.12		$28.23	
Employee + Family	$19.86		$39.71	

*Base Rates are full discounted rate
**Surcharges will apply for failure to complete wellbeing actions

IMPORTANT NOTICES

PART B: Information About Health Coverage Offered by Your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

3. Employer name	4. Employer Identification Number (EIN)	
Williamson County	**74-6000978**	
5. Employer address	6. Employer phone number	
100 Wilco Way Suite HR 101	**512-943-1533**	
7. City	8. State	9. ZIP code
Georgetown	**Texas**	**78626**
10. Who can we contact about employee health coverage at this job?		
Shelley M. Loughrey, PHR, Director of Benefits Administration		
11. Phone number (if different from above)	12. E-mail address	
	sloughrey@wilco.org	

Here is some basic information about health coverage offered by this employer:

As your employer, we offer a health plan to all Full-time employees.

Eligible employees are:

Employees that are full time and work regularly scheduled 30+ hours per week

With respect to dependents, we do offer coverage.

Eligible dependents are:

- **Spouses**
- **Children up the age of 26**
- **Grandchildren (which legal guardianship and/or financial support is provided)**

☑ **If checked, this coverage meets the minimum value standard, and the cost of this coverage to you is intended to be affordable, based on employee wages.**

**Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace. The Marketplace will use your household income, along with other factors, to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.

Important Notices

If you decide to shop for coverage in the Marketplace, **www.healthcare.gov will** guide you through the process.

Notice of HIPPAA Privacy Practice

This notice describes how medical information about you may be used and disclosed, and how you can get access to this information. Please review it carefully.

WILLIAMSON COUNTY'S PLEDGE TO YOU

This notice is intended to inform you of the privacy practices followed by the The Plan (the Plan) and the Plan's legal obligations regarding your protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The notice also explains the privacy rights you and your family members have as participants of the Plan. It is effective on 9/23/2014.

The Plan often needs access to your protected health information to provide payment for health services and perform plan administrative functions. We want to assure the participants covered under the Plan that we comply with federal privacy laws and respect your right to privacy. Williamson County requires all members of our workforce and third parties that are provided access to protected health information to comply with the privacy practices outlined below.

PROTECTED HEALTH INFORMATION

Your protected health information is protected by the HIPAA Privacy Rule. Generally, protected health information is information that identifies an individual created or received by a health care provider, health plan or an employer on behalf of a group health plan that relates to physical or mental health conditions, provision of health care, or payment for health care, whether past, present or future.

How We May Use Your Protected Health Information

Under the HIPAA Privacy Rule, we may use or disclose your protected health information for certain purposes without your permission. This section describes the ways we can use and disclose your protected health information.

Payment. We use or disclose your protected health information without your written authorization to determine eligibility for benefits, seek reimbursement from a third party, or coordinate benefits with another health plan under which you are covered. For example, a health care provider that provided treatment to you will provide us with your health information. We use that information to determine whether those services are eligible for payment under our group health plan.

Health Care Operations. We use and disclose your protected health information to perform plan administration functions such as quality assurance activities, resolution of internal grievances, and evaluating plan performance. For example, we review claims experience to understand participant utilization and to make plan design changes that are intended to control health care costs.

However, we are prohibited from using or disclosing protected health information that is genetic information for our underwriting purposes.

Treatment. Although the law allows use and disclosure of your protected health information for purposes of treatment, as a health plan we generally do not need to disclose your information for treatment purposes. Your physician or health care provider is required to provide you with an explanation of how they use and share your health information for purposes of treatment, payment, and health care operations.

As permitted or Required by Law. We may also use or disclose your protected health information without your written authorization for other reasons as permitted by law. We are permitted by law to share information, subject to certain requirements, to communicate information on health-related benefits or services that may be of interest to you, respond to a court order, or provide information to further public health activities (e.g., preventing the spread of disease) without your written authorization. We are also permitted to share protected health information during a corporate restructuring such as a merger, sale, or acquisition. We will also disclose health information about you when required by law, for example, to prevent serious harm to you or others.

Pursuant to Your Authorization. When required by law, we will ask for your written authorization before using or disclosing your protected health information. Uses and disclosures not described in this notice will only be made with your written authorization. Subject to some limited exceptions, your written authorization is required for the sale of protected health information and for the use or disclosure of protected health information for marketing purposes. If you choose to sign an authorization to disclose information, you can later revoke that authorization to prevent any future uses or disclosures.

To Business Associates. We may enter into contracts with entities known as Business Associates that provide services to or perform functions on behalf of the Plan. We may disclose protected health information to Business Associates once they have agreed in writing to safeguard the protected health information. For example, we may disclose your protected health information to a Business Associate to administer claims. Business Associates are also required by law to protect protected health information.

To the Plan Sponsor. We may disclose protected health information to certain employees of Williamson County for the purpose of administering the Plan. These employees will use or disclose the protected health information only as necessary to perform plan administration functions or as otherwise required by HIPAA, unless you have authorized additional disclosures. Your protected health information cannot be used for employment purposes without your specific authorization.

Your Rights

Right to Inspect and Copy. In most cases, you have the right to inspect and copy the protected health information we maintain about you. If you request copies, we will charge you a reasonable fee to cover the costs of copying, mailing, or other expenses associated with your request. Your request to inspect or review your health information must be submitted in writing to the person listed below. In some circumstances, we may deny your request to inspect and copy your health information. To the extent your information is held in an electronic health record, you may be able to receive the information in an electronic format.

Right to Amend. If you believe that information within your records is incorrect or if important information is missing, you have the right to request that we correct the existing information or add the missing information. Your request to amend your health information must be submitted in writing to the person listed below. In some circumstances, we may deny your request to amend your health information. If we deny your request, you may file a statement of disagreement with us for inclusion in any future disclosures of the disputed information.

Right to an Accounting of Disclosures. You have the right to receive an accounting of certain disclosures of your protected health information. The accounting will not include disclosures that were made (1) for purposes of treatment, payment or health care operations; (2) to you; (3) pursuant to your authorization; (4) to your friends or family in your presence or because of an emergency; (5) for national security purposes; or (6) incidental to otherwise permissible disclosures.

Your request for an accounting must be submitted in writing to the person listed below. You may request an accounting of disclosures made within the last six years. You may request one accounting free of charge within a 12-month period.

Right to Request Restrictions. You have the right to request that we not use or disclose information for treatment, payment, or other administrative purposes except when specifically authorized by you, when required by law, or in emergency circumstances. You also have the right to request that we limit the protected health information that we disclose to someone involved in your care or the payment for your care, such as a family member or friend. Your request for restrictions must be submitted in writing to the person listed below. We will consider your request, but in most cases, are not legally obligated to agree to those restrictions.

Right to Request Confidential Communications. You have the right to receive confidential communications containing your health information. Your request for restrictions must be submitted in writing to the person listed below. We are required to accommodate reasonable requests. For example, you may ask that we contact you at your place of employment or send communications regarding treatment to an alternate address.

Right to be Notified of a Breach. You have the right to be notified in the event that we (or one of our Business Associates) discover a breach of your unsecured protected health information. Notice of any such breach will be made in accordance with federal requirements.

Right to Receive a Paper Copy of this Notice. If you have agreed to accept this notice electronically, you also have a right to obtain a paper copy of this notice from us upon request. To obtain a paper copy of this notice, please contact the person listed below.

Our Legal Responsibilities

We are required by law to maintain the privacy of your protected health information, provide you with this notice about our legal duties and privacy practices with respect to protected health information and notify affected individuals following a breach of unsecured protected health information.

We may change our policies at any time and reserve the right to make the change effective for all protective health information that we maintain. If we make a significant change in our policies, we will provide you with a revised copy of this notice. You can also request a copy of our notice at any time. For more information about our privacy practices, contact the person listed below.

If you have any questions or complaints, please contact:

Human Resources Department
Williamson County
100 Wilco Way HR101
Georgetown, TX 78626
512-943-1533

Complaints

If you are concerned that we have violated your privacy rights, or you disagree with a decision we made about access to your records, you may contact the person listed above. You also may send a written complaint to the U.S. Department of Health and Human Services — Office of Civil Rights. The person listed above can provide you with the appropriate address upon request or you may visit **www.hhs.gov/ocr** for further information. You will not be penalized or retaliated against for filing a complaint with the Office of Civil Rights or with us.

Medicare Part D Notice

Important Notice from Williamson County About Your Prescription Drug Coverage and Medicare

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with Williamson County and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

1. **Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.**
2. **Williamson County has determined that the prescription drug coverage offered by Williamson County plan is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.**

When Can You Join a Medicare Drug Plan?

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15th to December 7th.

However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

What Happens to Your Current Coverage If You Decide to Join a Medicare Drug Plan?

If you decide to join a Medicare drug plan, your current Williamson County coverage will not be affected. If you do decide to join a Medicare drug plan and drop your current Williamson County coverage, be aware that you and your dependents may not be able to get this coverage back.

When Will You Pay a Higher Premium (Penalty) To Join a Medicare Drug Plan?

You should also know that if you drop or lose your current coverage with Williamson County and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

For More Information About This Notice or Your Current Prescription Drug Coverage…

Contact the person listed below for further information. NOTE: You'll get this notice each year. You will also get it before the next period you can join a Medicare drug plan, and if this coverage through Williamson County changes. You also may request a copy of this notice at any time.

For More Information About Your Options Under Medicare Prescription Drug Coverage…

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare Prescription drug coverage:

- Visit **www.medicare.gov.**
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of "Medicare & You"
- handbook for their telephone number) for personalized help
- Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.
- If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at **www.socialsecurity.gov**, or call them at 1-800-772-1213 (TTY 1-800-325-0778).

Remember: Keep this creditable coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether you have maintained creditable coverage and, therefore, whether you are required to pay a higher premium (a penalty

Date: 9/1/2020
Name of Entity/Sender: Williamson County
Contact/Office: HR Benefits Team
Address: 100 Wilco Way HR101
Georgetown, TX 78626

Phone Number: 512-943-1604

General Notice of COBRA Continuation

You're getting this notice because you recently gained coverage under a group health plan (the Plan). This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it. When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

What Is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced; or
- Your employment ends for any reason other than your gross misconduct.

If you're the spouse of an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a "dependent child."

Sometimes, filing a proceeding in bankruptcy under title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to Williamson County, and that bankruptcy results in the loss of coverage of any retired employee covered under the Plan, the retired employee will become a qualified beneficiary. The retired employee's spouse, surviving spouse, and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

When Is COBRA Coverage Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:

- The end of employment or reduction of hours of employment;
- Death of the employee;
- Commencement of a proceeding in bankruptcy with respect to the employer;] or
- The employee's becoming entitled to Medicare benefits (under Part A, Part B, or both).

For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to: HR Benefits Team

How Is COBRA Continuation Coverage Provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

Disability Extension of 18-Month Period of Continuation Coverage

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage.

Second Qualifying Event Extension of 18-Month Period of Continuation Coverage

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

Women's Health and Cancer Rights Act of 1998

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultations with the attending physician and the patient, for:

- All states of reconstruction of the breast on which the mastectomy was performed
- Surgery and reconstruction of the other breast to produce a symmetrical appearance
- Prostheses
- Treatment of physical complications of the mastectomy, including lymphedema

These benefits will be provided subject to the same deductibles, copays and coinsurance applicable to other medical and surgical benefits provided under your medical plan. For more information on WHCRA benefits, contact the HR Benefits Team or your medical plan administrator CHIP Notice

Premium Assistance Under Medicaid and the Children's Health Insurance Program (CHIP)

If you or your children are eligible for Medicaid or CHIP and you're eligible for health coverage from Williamson County your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children aren't eligible for Medicaid or CHIP, you won't be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit **www.healthcare.gov.**

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial **1-877-KIDS NOW** or **www.insurekidsnow.gov** to find out how to apply. If you qualify, ask your state if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you aren't already enrolled.

This is called a "special enrollment" opportunity, and you must request coverage within 60 days of being determined eligible for premium assistance. If you have questions about enrolling in your employer plan, contact the Department of Labor at **www.askebsa.dol.gov or** call **1-866-444-EBSA (3272)**.

If you live in one of the following States, you may be eligible for assistance paying your employer health plan premiums. The following list of States is current as of July 31, 2018. Contact your State for further information on eligibility.

To see if any more states have added a premium assistance program since July 31, 2018, or for more information on special enrollment rights, contact either:

U.S. Department of Labor
Employee Benefits Security Administration
www.dol.gov/ebsa
1-866-444-EBSA (3272)

U.S. Department of Health and Human Services Centers for Medicare & Medicaid Services
www.cms.hhs.gov
1-877-267-2323, Menu Option 4, ext. 6156

Important Notices

State	Website/E-mail	Phone
Alabama (Medicaid)	http://www.myalhipp.com	1-855-692-5447
Alaska (Medicaid)	Premium Payment Program: http://myakhipp.com Medicaid Eligibility: http://dhss.alaska.gov/dpa/Pages/medicaid/default.aspx E-mail: CustomerService@MyAKHIPP.com	1-866-251-4861
Arkansas (Medicaid)	http://myarhipp.com/	1-855-692-7447
Colorado (Medicaid and CHP+)	Medicaid: https://www.healthfirstcolorado.com/ CHP+: Colorado.gov/HCPF/Child-Health-Plan-Plus	Medicaid: 1-800-221-3943 CHP+: 1-800-359-1991 State Relay 711
Florida (Medicaid)	http://www.flmedicaidtplrecovery.com/hipp/	1-877-357-3268
Georgia (Medicaid)	http://dch.georgia.gov/medicaid (click on Health Insurance Premium Payment (HIPP))	404-656-4507
Indiana (Medicaid)	Healthy Indiana Plan for low-income adults 19-64: http://www.in.gov/fssa/hip/ All other Medicaid: http://www.indianamedicaid.com	1-877-438-4479 1-800-403-0864
Iowa (Medicaid)	http://dhs.iowa.gov/ime/members/medicaid-a-to-z/hipp	1-888-346-9562
Kansas (Medicaid)	http://www.kdheks.gov/hcf/	1-785-296-3512
Kentucky (Medicaid)	http://chfs.ky.gov/dms/default.htm	1-800-635-2570
Louisiana (Medicaid)	http://dhh.louisiana.gov/index.cfm/subhome/1/n/331	1-888-695-2447
Maine (Medicaid)	http://www.maine.gov/dhhs/ofi/public-assistance/index.html	1-800-442-6003 TTY: Maine relay 711
Massachusetts (Medicaid and CHIP)	http://www.mass.gov/eohhs/gov/departments/masshealth/	1-800-862-4840
Minnesota (Medicaid)	http://mn.gov/dhs/people-we-serve/seniors/health-care/health-care-programs/programs-and-services/medical-assistance.jsp	1-800-657-3739
Missouri (Medicaid)	https://www.dss.mo.gov/mhd/participants/pages/hipp.htm	573-751-2005
Montana (Medicaid)	http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP	1-800-694-3084
Nebraska (Medicaid)	http://www.ACCESSNebraska.ne.gov	1-855-632-7633 Lincoln: 402-473-7000 Omaha: 402-595-1178
Nevada (Medicaid)	https://dhcfp.nv.gov/	1-800-992-0900
New Hampshire (Medicaid)	https://www.dhhs.nh.gov/ombp/nhhpp/	603-271-5218 Hotline: 1-888-901-4999
New Jersey (Medicaid and CHIP)	Medicaid: http://www.state.nj.us/humanservices/dmahs/clients/medicaid/ CHIP: http://www.njfamilycare.org/index.html	Medicaid: 609-631-2392 CHIP: 1-800-701-0710
New York (Medicaid)	https://www.health.ny.gov/health_care/medicaid/	1-800-541-2831
North Carolina (Medicaid)	https://dma.ncdhhs.gov/	919-855-4100

State	Website/E-mail	Phone
North Dakota (Medicaid)	http://www.nd.gov/dhs/services/medicalserv/medicaid/	1-844-854-4825
Oklahoma (Medicaid and CHIP)	http://www.insureoklahoma.org	1-888-365-3742
Oregon (Medicaid)	http://healthcare.oregon.gov/Pages/index.aspx http://www.oregonhealthcare.gov/index-es.html	1-800-699-9075
Pennsylvania (Medicaid)	http://www.dhs.pa.gov/provider/medicalassistance/healthinsurancepremiumpaymenthippprogram/index.htm	1-800-692-7462
Rhode Island (Medicaid)	http://www.eohhs.ri.gov/	1-855-697-4347
South Carolina (Medicaid)	https://www.scdhhs.gov	1-888-549-0820
South Dakota (Medicaid)	http://dss.sd.gov	1-888-828-0059
Texas (Medicaid)	http://gethipptexas.com/	1-800-440-0493
Utah (Medicaid and CHIP)	Medicaid: https://medicaid.utah.gov/ CHIP: http://health.utah.gov/chip	1-877-543-7669
Vermont (Medicaid)	http://www.greenmountaincare.org/	1-800-250-8427
Virginia (Medicaid and CHIP)	Medicaid: http://www.coverva.org/programs_premium_assistance.cfm CHIP: http://www.coverva.org/programs_premium_assistance.cfm	Medicaid: 1-800-432-5924 CHIP: 1-855-242-8282
Washington (Medicaid)	http://www.hca.wa.gov/free-or-low-cost-health-care/program-administration/premium-payment-program	1-800-562-3022, Ext. 15473
West Virginia (Medicaid)	http://mywvhipp.com/	1-855-699-8447
Wisconsin (Medicaid and CHIP)	https://www.dhs.wisconsin.gov/publications/p1/p10095.pdf	1-800-362-3002
Wyoming (Medicaid)	https://wyequalitycare.acs-inc.com/	307-777-7531

IMPORTANT CONTACTS

COVERAGE	CONTACT	PHONE	WEBSITE
Medical	UnitedHealthcare Group #911463 Network: UHC Nexus ACO OA and Choice Plus/HSA	UHC Nexus ACO OA: 888-331-3408 Choice Plus/HSA: 844-234-1211	www.myuhc.com
Dental	UnitedHealthcare Group #911463 Network: UHC National PPO 30	Nexus ACO OA: 888-331-3408 Choice Plus: 844-234-1211	www.myuhc.com
Vision	UnitedHealthcare Group #911463	800-638-3120	www.myuhcvision.com
Flexible Spending Accounts	UnitedHealthcare	866-755-2648	www.welcometouhc.com/fsa
Life and AD&D	Symetra Group #01-016850-000	800-796-3872	www.symetra.com
Disability	Symetra Group #01-016850-000	800-796-3872	www.symetra.com
457(b) Retirement	Nationwide	Sarita Null: 512-497-1666	http://retirementspecialists.myretirementappt.com/
Pet Insurance	Nationwide	877-738-7874	www.PetsNationwide.com

WILLIAMSON COUNTY
1848

This brochure highlights the main features of the Williamson County Employee Benefits Program. It does not include all plan rules, details, limitations and exclusions. The terms of your benefit plans are governed by legal documents, including insurance contracts. Should there be an inconsistency between this brochure and the legal plan documents, the plan documents are the final authority. Williamson County reserves the right to change or discontinue its employee benefits plans at any time.

Commissioners Court - Regular Session **50.**

Meeting Date: 09/29/2020

FY20/21 Propsed 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	09/24/2020 11:48 AM
Form Started By: Melissa Goins		Started On: 09/23/2020 03:30 PM
Final Approval Date: 09/24/2020		

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's Office~~'s State and Local Forfeiture Fund~~ Asset Forfeiture Funds 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
Sheriff's Office~~–~~ – Maximum of 15 positions, $100 per week
~~**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 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.

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. 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.

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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
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e) Maximum of $300.00 allowed towards a reception/light refreshments for the retirement or departure of an:
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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.

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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:

$10.00 Per Month – ($5.00 per pmt)
$15.00 Per Month - ($7.50 per pmt)
$20.00 Per Month – ($10.00 per pmt)
$25.00 Per Month – ($12.50 per pmt)
$30.00 Per Month – ($15.00 per pmt)

$35.00 Per Month – (17.50 per pmt)
$40.00 Per Month – ($20.00 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 29th 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's Office Asset Forfeiture Funds 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
Sheriff's Office – Maximum of 15 positions, $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.

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. 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.

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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:

$10.00 Per Month – ($5.00 per pmt)
$15.00 Per Month - ($7.50 per pmt)
$20.00 Per Month – ($10.00 per pmt)
$25.00 Per Month – ($12.50 per pmt)
$30.00 Per Month – ($15.00 per pmt)
$35.00 Per Month – (17.50 per pmt)
$40.00 Per Month – ($20.00 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 29th 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 **52.**

Meeting Date: 09/29/2020

2020/2021 Family Eldercare Contract

Submitted By: Sharrion Threadgill, County Court At Law #4

Department: County Court At Law #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action for approval of the 2020/21 Family Eldercare Contract.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Family Eldercare Contract 2020/21

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/23/2020 11:31 AM
County Judge Exec Asst.	Andrea Schiele	09/23/2020 05:44 PM

Form Started By: Sharrion Threadgill Started On: 09/23/2020 10:46 AM

Final Approval Date: 09/23/2020

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

CONTRACT
IN THE PUBLIC INTEREST
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
FAMILY ELDERCARE
(FY 2021)
(Probate Court Operations- County Court at Law #4)

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 FAMILY ELDERCARE, hereinafter referred to as ("FAMILY ELDERCARE").

WITNESSETH

WHEREAS, WILLIAMSON COUNTY has an interest in supporting guardianships for individuals who are unable to care for themselves and have no family or friends to serve as guardian;

WHEREAS, FAMILY ELDERCARE has an interest in supporting the provision of community and county-wide eldercare support services;

WHEREAS, WILLIAMSON COUNTY believes that it is in the public interest to enter into this CONTRACT with FAMILY ELDERCARE;

NOW, THEREFORE, THE PARTIES agree as follows:

1. **Public Purpose and Public Benefit**. FAMILY ELDERCARE will operate as an independent contractor in Williamson County, Texas. FAMILY ELDERCARE shall use the funding paid hereunder to perform the services and achieve the broad goals outlined in this CONTRACT, *which must be based on referrals from Williamson County*

through the Presiding Judge of the County Court at Law #4. The services include, but are not limited to the following items in order to complete the project:

- **As described in the Proposal from Family Eldercare, set forth in the attached Exhibit "A" and dated September 13, 2019, which is incorporated herein as if copied in full; and**

- **In addition to the services described in Exhibit "A," Family Eldercare also will provide financial management services for individuals whom the Presiding Judge of the County Court at Law #4 determines are in need of assistance but not in need of guardianship services, up to a total of 30 guardianship and financial management clients.**

2. Reports/Payment. FAMILY ELDERCARE shall provide to WILLIAMSON COUNTY quarterly and annual financial reports in a form agreed upon by WILLIAMSON COUNTY, and FAMILY ELDERCARE shall cooperate with annual 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 FAMILY ELDERCARE the full yearly amount of **$90,000 payable in monthly installments of $7,500 after October 1, 2020 and *prior* to the end of FY 2021 or September 30, 2021.**

3. Reimbursement of Funds. Despite the agreed upon method of payment set forth above, FAMILY ELDERCARE agrees to return to WILLIAMSON COUNTY all funds distributed to FAMILY ELDERCARE if (a.) FAMILY ELDERCARE's use of the funds for intended purposes is insufficient; (b.) this CONTRACT is terminated for any reason; (c.) FAMILY ELDERCARE fails in any other respect under this CONTRACT; (d.) FAMILY ELDERCARE changes its operations in such a way that, in WILLIAMSON COUNTY's opinion, the FAMILY ELDERCARE no longer serves a public purpose; or (e) FAMILY ELDERCARE 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 a public purpose consistent with the spirit of this CONTRACT. The reimbursement of funds shall be prorated based on those portions that were reasonably used for intended purposes.

4. Records. FAMILY ELDERCARE shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this CONTRACT. FAMILY ELDERCARE agrees that WILLIAMSON COUNTY'S auditors shall have the right to audit such FAMILY ELDERCARE 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 FAMILY ELDERCARE. FAMILY ELDERCARE 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 FAMILY ELDERCARE which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. FAMILY ELDERCARE expressly agrees that WILLIAMSON COUNTY shall have access during normal working hours to all necessary FAMILY ELDERCARE 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 FAMILY ELDERCARE reasonable advance notice of intended audits.

5. Independent Contractor/Indemnity. It is understood and agreed that FAMILY ELDERCARE is not and shall not in any sense be considered an employee, partner or joint venturer with WILLIAMSON COUNTY, additionally neither shall FAMILY ELDERCARE be considered or in any manner hold itself out as an agent or official representative of WILLIAMSON COUNTY. FAMILY ELDERCARE shall be considered an independent contractor for purposes of this CONTRACT and shall in no manner incur any expenses or liability on behalf of WILLIAMSON COUNTY.

FAMILY ELDERCARE 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 THIS CONTRACT OR OCCASIONED BY FAMILY ELDERCARE.

6. Compliance With All Laws. FAMILY ELDERCARE 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

FAMILY ELDERCARE:
FAMILY ELDERCARE
ATTN: Kent Herring
1700 RUTHERFORD LANE
AUSTIN, TEXAS 78754

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 FAMILY ELDERCARE;
b. the insolvency of FAMILY ELDERCARE, the filing of a petition in bankruptcy either by or against FAMILY ELDERCARE, or an assignment by FAMILY ELDERCARE for the benefit of creditors;
c. the breach by FAMILY ELDERCARE 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 FAMILY ELDERCARE 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 from **October 1, 2020** until **September 30, 2021**, but with on-going contractual obligations relating to audits and record keeping by FAMILY ELDERCARE extending beyond the termination date (and the payment of funds by WILLIAMSON COUNTY).

11. Employees. The parties covenant and agree that each party will pay its own salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to its own employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. The Parties shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its own employees.

12. 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.

13. 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

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

15. Proof of Non-Profit Status. FAMILY ELDERCARE has provided proof of status as a 501(c) non-profit corporate entity, which is attached and marked as **"Exhibit**

B" and is incorporated herein as if copied in full.

EXECUTED to be effective as of the 1st day of October 2020.

FOR WILLIAMSON COUNTY:

_____
Presiding Officer
Williamson County Commissioners Court
Williamson County, Texas

Date: _____**, 2020**

FOR FAMILY ELDERCARE:

_____
Authorized Agent
FAMILY ELDERCARE

Date: 01/15/2020 **, 2020**

Exhibit "A"

family ELDERCARE

2019 Board of Directors

Sandra Morris
Chair

Patricia McLaughlin
Secretary

Jen Berbas
Treasurer

Charles Colley
Eric Corum
Dax Dobbs
Cass Grange
Deborah Kerr
Caryn McGraw
Bill McHugh
Beth Reese
Kim Wilson

Memorial Board Members
Rudy Belton
Alva Finck

President's Council
Jackie Lelong, *1930–2018*
Founder Of Family Eldercare
Jacqueline Angel
Michelle Bonilla
Tom Buckle
Don Carnes
Ellis "Pat" Craig
John Crane
Mark Davis
Clyde Farrell
Cheryl George
Holly Gilman
Deborah Green
Diane "Dede" Hebner
Grova Jones
Frank Leffingwell
Barbara Lipscomb
Donna Loflin
Ann Marett
J.C. "Dusty" Mcconnick
Susan Sharlot
Gail Sulak
Gaye Thompson
Brent Weber

September 13, 2019

The Honorable John B. McMaster
Williamson County Court at Law #4
405 M.L.K. Street, Box 17
Georgetown, TX 78626

Dear Judge McMaster:
Family Eldercare would like to thank you and the citizens of Williamson County for the opportunity to provide services by our Guardianship Program. After 4 plus years we are needing to request an increase in our annual contract. I am sending you a proposal requesting $90,000 from Williamson County In 2019 – 2020, for Family Eldercare to serve as legal guardian for up to 30 Incapacitated older adults and adults with disabilities.

Funds will be used to provide ongoing care management and/or estate management to Incapacitated Williamson County residents referred by the Court Family Eldercare will provide guardianship services for as long as they are needed.

Family Eldercare has provided Guardianship services since 1986. We have developed a cost-effective model for this service by using trained Care Managers to provide care oversight. Our program Is also very successful. During the years (2014-2019) that we have provided services in Williamson County,100% of our clients were protected from abuse and neglect.

Family Eldercare is seeking a formal contract in order to continue providing and expanding our guardianship services in Williamson County. The benefits to the County in entering into a formal agreement include:

- Guaranteed availability of Guardianship services for up to 30 Williamson County residents through the creation of new guardianships or through appointment as successor guardian.
- Reduced County costs related to civil or criminal incidents and emotional/health crises experienced by person needing guardianship
- Ongoing protection, care management and an improved quality of life for vulnerable older and disabled residents who are at risk of fraud, abuse, failing health and neglect, and,
- Housing and support services, located within Williamson County or outside the County, for individuals who need specialized residential care.

I hope you will forward our request to the Williamson County Commissioners Court for their consideration.

Sincerely,

Kent Herring
Chief Executive Officer

generously supported by
St David's FOUNDATION

BBB ACCREDITED CHARITY

Exhibit "B"

Internal Revenue Service

Date: February 5, 2004

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Dalphene Naegele 31-04012
Customer Service Specialist
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
74-2286387

Family Eldercare, Inc.
2210 Hancock Dr
Austin, TX 78756-2509

Dear Sir or Madam:

This is in response to your request of February 5, 2004, regarding your organization's tax-exempt status.

In January 1984 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing.
For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1999 - 17

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

Janna K. Skufca

Janna K. Skufca, Acting Director, TE/GE
Customer Account Services

Commissioners Court - Regular Session **53.**

Meeting Date: 09/29/2020

Extension Ag

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 an Agreement to Extend the Restated and Amended Professional Services Agreement for Coronavirus Disease (COVID-19) Testing between Williamson County and Family Emergency Room, LLC.

Background

This extension agreement would extend the Restated and Amended Professional Services Agreement for Coronavirus Disease (COVID-19) Testing from October 1, 2020 until December 31, 2020.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Extension Agreement FEM Testing

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/22/2020 01:46 PM
Form Started By: Hal Hawes		Started On: 09/22/2020 10:32 AM
Final Approval Date: 09/22/2020		

AGREEMENT TO EXEND
WILLIAMSON COUNTY
RESTATED AND AMENDED
PROFESSIONAL SERVICES AGREEMENT
FOR
CORONAVIRUS DISEASE (COVID-19) TESTING

County: Williamson County, Texas, a political subdivision of the State of Texas

County's Mailing Address:

710 Main Street
Suite 101
Georgetown, Texas 78626

Provider: Family Emergency Room, LLC

Provider's Mailing Address:

3620 E Whitestone Blvd.
Cedar Park, TX 78613

Agreement Subject of this Extension Agreement:

Restated and Amended Professional Services Agreement for Coronavirus Disease (COVID-19) Testing dated June 30, 2020 ("Restated Agreement").

Agreement to Extend Agreement:

Provider and County hereby agree to extend the term of the Restated Agreement until December 31, 2020 ("Extended Term").

Amendment of Agreement Terms, Covenants and Conditions

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

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Extension Agreement to be effective as of September 30, 2020.

PROVIDER:

Family Emergency Room, LLC

By: H and K Higgins Family Limited Partnership
Its: Managing Member

By: H and K Higgins Management Company, LLC
Its: General Partner

By: Henry Higgins
Henry Higgins (Sep 21, 2020 16:20 CDT)
Henry L. Higgins, Managing Member

Date: September 21, 2020

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Representative
Capacity: As Presiding Officer of Williamson County Commissioners Court

Date: _____ ____, 20____

Commissioners Court - Regular Session **54.**

Meeting Date: 09/29/2020

Historic County Jail

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 future uses and plans relating to the Old Williamson County Jail located at 312 Main Street, Georgetown, Texas.

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	09/22/2020 01:49 PM
Form Started By: Hal Hawes		Started On: 09/22/2020 12:35 PM
Final Approval Date: 09/22/2020		

Commissioners Court - Regular Session **55.**

Meeting Date: 09/29/2020

Howry Breen Eng Ag

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 the engagement of the law firm of Howry Breen & Herman, LLP to represent Williamson County in relation to litigation matters by and on behalf of Williamson County; to include, but not be limited to legal research, claims and demands as requested by the Williamson County Commissioners Court and/or its General Counsel; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Howry Breen Herman Eng Agreement GL

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/23/2020 09:08 AM
Form Started By: Hal Hawes		Started On: 09/23/2020 09:00 AM
Final Approval Date: 09/23/2020		

Howry Breen & Herman LLP
TRIAL ATTORNEYS

Sean E. Breen
Email: *sbreen@howrybreen.com*
Office No.: (512) 474-7300

Via Electronic Mail

Williamson County

Dear Williamson County,

HOWRY BREEN & HERMAN, LLP (**Us** or **the Firm**) is pleased you have selected us for legal representation. The purpose of this letter is to clearly set forth our proposed agreement concerning the terms of the representation, in an effort to avoid misunderstandings later. Please read it carefully, because it describes the terms and conditions under which we agree to represent you.

Description of the Engagement

1. Identification of our Client. Our Client in this matter is Williamson County (**You** or the **Client**).

2. Identification of the Matter. Provide legal representation relating to litigation matters by and on behalf of Williamson County; to include, but not be limited to legal research, claims and demands as requested by the Williamson County Commissioners Court and/or its General Counsel (**the Matter**).

Terms of the Engagement

3. Fees. Our fees for this representation will be on an hourly basis. We will charge, and you (or others on your behalf, if specified above) have agreed to pay our rates for work performed on this representation. Those current rates are:

- $500 per hour for senior partner attorneys Sean Breen, Randy Howry;
- $400 per hour for all other attorneys; and
- $175 per hour for paralegals or legal assistants.

We review these hourly rates periodically and may adjust them. If such changes are necessary, you will be notified in writing before the change.

It is our policy to bill clients periodically for fees and out-of-pocket expenses. Each attorney, paralegal, and legal assistant records the time required to perform services, and these time records

are the basis for our bills. Those bills will generally describe services performed and any expenses incurred.

Our statements are reasonably detailed, and our clients do not usually have any questions about them. If you should ever have any questions or comments, however, please do not hesitate to call us so that we can discuss them.

Our hourly rates do not include any interest for slow payment. Because of this, and the fact that we do not include a service charge for late payments, we insist that our clients pay their bills promptly.

4. Retainer. We will not require a retainer at this time. We reserve the right to request a retainer. Should we request a retainer, such funds will be placed in our trust account, a State Bar of Texas Interest on Lawyers' Trust Account, the interest on which benefits the Texas Equal Access to Justice Foundation. These funds will be applied to our final statement for fees and expenses or, at our discretion, to any past-due amounts.

Upon termination of our services, we will promptly refund any retainer, less any fees and expenses unpaid as of the date of our final bill.

We retain the right to request a supplemental retainer, over and above the original retainer, during our representation.

5. Costs & Expenses. You are responsible for paying costs and expenses of litigation on a monthly basis. Costs and expenses typically include, but are not limited to:

- court filing and service of process charges
- photocopying expenses
- facsimile transmissions
- travel costs
- long distance telephone bills
- computer assisted research charges, and
- expert, court reporter, and subpoena fees.

Some expenses may be large. These potentially large expenses include, but are not limited to:

- retaining expert witnesses;
- large copy jobs that may be required; and
- cost of court reporters for depositions.

In some instances, we will advance such costs and expenses on your behalf and bill you for them on a monthly basis. But for potentially large expenses, we may ask you to pay an estimated amount in advance of incurring these costs, or for a supplier to bill you directly.

6. Billing Cycle. We intend to issue invoices to you on a monthly basis. If during our representation we anticipate a significant increase in the level of our activity on your behalf—for example, trial preparation or trial—we may bill you more frequently.

Client's payments shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Client within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025.

During our discussions about handling this matter, we may provide you with estimates of the fees and expenses that will be required at certain stages of our representation. Such estimates are just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, particularly the extent to which other parties require our involvement on your behalf.

One reason we submit your bills shortly after we render services is so you will have a means of monitoring and controlling your expenses. If you believe expenses are mounting too rapidly, please contact us immediately so we can assist you in evaluating how they might be curtailed. If we do not hear from you, we assume that you approve of the overall level of activity in this matter.

7. Withdrawal for failure to pay fees and expenses. You understand and agree to the general policy of the Firm that, consistent with our ethical obligations, we will cease work for clients who are more than 30 days in arrears in paying our invoices. In such cases, you also agree that we may move to withdraw as your counsel and that you will promptly execute any withdrawal motions to accomplish this.

You also agree that we may retain papers relating to this matter to secure payment of any amount you owe us, to the extent permitted by law, but only if such retention will not prejudice your interests in the subject matter of the representation.

8. Staffing. We will assign such personnel to the Matter as we believe appropriate in seeking to achieve a favorable result for you. I will serve as partner in charge of the Matter, and Jená Tyree will be the paralegal who will work with me. However, there may be other partners, associates and paralegals that may assist as necessary.

Our Responsibilities

9. Scope of Engagement. As legal counsel for you, we will represent your interests in the Matter.

10. Communication. We will keep you advised of the status of the Matter. It is our normal practice to provide you with copies of all:

- Most documents filed with the court, including important pleadings and motions;
- Orders issued by the Court;

- Discovery requests received from opposing counsel; and
- Discovery requests and responses served on your behalf.

We do not normally provide you with all correspondence with the Court or opposing counsel, or more routine filings like hearing notices or vacation letters. If you have any particular requests concerning the copies of documents you receive, please let us know.

We will provide copies of these documents by email. If you prefer to receive these copies in a different manner, please let us know.

11. Client Documents. We will maintain all documents you furnish us in our client files.

At the conclusion of this matter (or earlier if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to return to you. We may keep copies thereof to the extent we believe advisable for our records. We will retain any remaining documents and our own files, including attorney work product, for a certain period of time and ultimately destroy them in accordance with our record retention program schedule.

12. Confidentiality. Attorneys, like other professionals who advise on personal financial matters, are required by a federal law (the Gramm-Leach-Bliley Act) to inform their clients of their policies regarding privacy of client information. Because attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law, we have always protected our clients' right to privacy.

In the course of representing our clients, we receive all manner of significant personal financial information from them. As a client of the firm, you are advised that all information we receive from you will be held in confidence and not released to outside persons, except as agreed to by you or as required under applicable law.

We retain records relating to professional services we provide to assist our clients with their professional needs and, in some cases, to comply with professional guidelines. To guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

13. Texas Lawyer's Creed. Enclosed for your information is a copy of the Texas Lawyer's Creed, which was promulgated and adopted by the Supreme Court of Texas. Rules governing Texas lawyers require us to furnish the Creed to new clients.

The Creed sets out important objectives that all Texas lawyers aspire to attain, including how lawyers are expected to relate to one another. Although compliance with the Creed is voluntary, our Firm adheres to its provisions. We will follow the Creed during our representation of you in this matter. If you have any questions regarding what that may mean, we will be happy to discuss them with you.

14. No warranty or guarantee of particular results. From time to time, we may express opinions or beliefs to you (or to others at your request) concerning this matter or its anticipated outcome. As is true with all legal services, we cannot and do not guarantee the results of our representation of you in this matter. We make no express warranties, promises, or guarantees concerning this representation or any particular result, and disclaim any implied warranties concerning it.

Your Responsibilities

15. Preservation of Evidence. All persons have a legal obligation to maintain and not to destroy potential evidence once a legal claim is reasonably anticipated. If a party is found by a court to have destroyed evidence, the court may allow a jury to draw negative inferences from the destruction, and could order additional sanctions against the party (including fines or, in extreme cases, dismissal of a claim or a default in the case).

It is therefore very important that you (and any others acting at your direction) not destroy or permit to be destroyed evidence that may be relevant to the Matter. **This includes emails, text messages, social media accounts and posts, photos, and videos.**

Do not destroy any hard drives. Do not change computers, phones, or other personal devices without ensuring that all documents and data are preserved that relate in any way to this matter. Please use great care in preserving evidence, and especially electronic evidence such as emails, PDF, saved files and/or photographs.

Contact us before deleting or destroying anything if you have questions about what may need to be preserved or how to preserve.

16. Client cooperation. To enable us to effectively perform the services contemplated, it is essential that you fully and accurately disclose all facts and keep us apprised of all developments relating to this matter.

As you know, there is a discovery process in litigation. Sometimes the process is onerous and feels intrusive. We will use our best efforts to insure that the discovery process is within acceptable bounds. But when we ask you to look for documents or other information, it is important for you to use your best efforts to do so.

If there is something missing that you think that we should know about, please let us know. Sometimes, what is not found is important as well. We agree to cooperate fully with you and your representatives and make ourselves available to attend meetings, conferences, hearings, and other proceedings, as necessary.

Should you and your representatives fail to cooperate to the extent reasonably necessary for our representation, we reserve the right, consistent with our ethical obligations, to cease representation and withdraw.

17. Document Security. Email is a convenient tool. But you must use care in emails. Your emails to and from the Firm are privileged in most instances, with very few exceptions that most likely will never apply here. If a matter is highly confidential, however, consider using some other media for transmission.

Also, use extreme care in forwarding emails and/or documents. **Do not send any confidential privileged email to anyone who is not a privileged person. If you do so, the privilege may be waived**. If you have any questions about who may constitute a "privileged person," ask the Firm before sending the email.

Conclusion of Engagement

18. Early Termination or Withdrawal. The attorney-client relationship is a very personal one. For that reason, you have the right at to terminate this engagement at any time for any reason.

We have that same right to withdraw at any time, with or without cause, subject to reasonable notice under the circumstances and approval by any court that may become involved in your matter. Further, circumstances may arise that require us to withdraw from representation under the Texas Disciplinary Rules of Professional Conduct or other applicable professional standards.

In all such circumstances, we will cooperate in the transfer of this matter and your files (at your expense) to other counsel of your choice.

In the event of termination or withdrawal before this matter is concluded, we will be entitled to receive compensation from you for all accrued and unpaid services rendered and all disbursements made, under the provisions of this Agreement, up to the time of withdrawal.

19. Conclusion of Engagement. Upon completion of the Firm's representation of you in this matter, whether upon completion of this matter or due to an earlier termination or withdrawal, the Firm will have no further obligation to advise you with respect to this matter or with respect to changes in the laws or regulations that could have an impact upon your future rights or obligations relating to this matter.

20. Disposition of documents. At the end of this representation, please let us know if you need any documents from our files: originals or copies of documents you provided to us, copies of other documents we received, or copies of documents we created.

We will retain documents for a limited time and then destroy them in accordance with our records-retention policy then in effect.

General

21. Effective Date. The Firm's representation of you shall commence on the date you, individually or through an authorized representative, accept the terms of engagement by signing and returning this letter along with any retainer descried herein.

22. Authority. You warrant that the individual(s) signing below are authorized to bind You regarding this Agreement.

23. Choice of Law. All matters arising out of or related to this Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas, without giving effect to the principles of conflicts of laws thereof.

24. Venue in Williamson County, Texas. You and the Firm agree that any dispute arising out of or related to this Agreement shall be brought in the district courts of Williamson County, Texas.

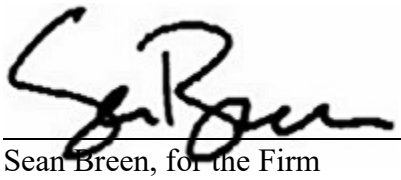
25. Notice regarding the Attorney Grievance Process. Texas law requires that all attorneys provide their clients with the following notice about the existence of the attorney grievance process: "The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys.

Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900 toll-free for more information."

26. No verbal or oral agreements. This letter constitutes the entire agreement between you and the Firm. Your engagement of the Firm is not subject to any oral agreements or understandings. No obligation or undertaking not set forth expressly in this letter shall be implied on the part of either you or the Firm.

This Agreement can be modified only by a further written agreement signed by you and the Firm. Thank you for the opportunity to represent you in this matter. We look forward to working with you. We request that you sign and date and return one copy of this letter. Please keep a copy of this letter for your files so that you will have a record of the Agreement.

AGREED AND APPROVED:

Authorized Representative of Williamson County, Texas	Date
	September 22, 2020
Sean Breen, for the Firm	Date

THE TEXAS LAWYER'S CREED

A MANDATE FOR PROFESSIONALISM

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

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

I. OUR LEGAL SYSTEM

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

l. I am passionately proud of my profession. Therefore, "My word is my bond."

2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.

3. I commit myself to an adequate and effective pro bono program.

4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.

5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

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

l. I will advise my client of the contents of this creed when undertaking representation.

2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.

3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.

4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.

5. I will advise my client of proper and expected behavior.

6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.

7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.

8. I will advise my client that we will not pursue tactics which are intended primarily for delay.

9. I will advise my client that we will not pursue any course of action which is without merit.

10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.

11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

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

1. I will be courteous, civil, and prompt in oral and written communications.

2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.

3. I will identify for other counsel or parties all changes I have made in documents submitted for review.

4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.

5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.

6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.

8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.

10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.

11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.

12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I Will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.

13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

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

l. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

4. I will be punctual.

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

ORDER OF THE SUPREME COURT OF TEXAS AND THE COURT OF CRIMINAL APPEALS

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

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

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

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

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

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

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

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt
"The Texas Lawyer's Creed - A Mandate for Professionalism" as attached hereto and made a part hereof.

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

The Supreme Court of Texas

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

The Court of Criminal Appeals

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

Commissioners Court - Regular Session **56.**

Meeting Date: 09/29/2020

Term Lic Ag

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 a Voluntary Termination Notice and Agreement relating to a License Agreement between Williamson County and Lone Star Justice Alliance, which was dated effective July 1, 2019, regarding Lone Star Justice Alliance's use of Williamson County's property at 303 and 305 Martin Luther King Boulevard, Georgetown, Texas.

Background

As of October 1, 2020, Lone Star Justice Alliance will no longer serve as the Program Manager of the Young Adult/Emerging Adult Grant Program and no longer will need to use the space located at 303 and 305 Martin Luther King Boulevard, Georgetown, Texas. This termination notice/agreement is being mutually agreed to in order to formally terminate the license agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Termination Notice and Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/22/2020 04:04 PM
Form Started By: Hal Hawes		Started On: 09/22/2020 03:48 PM
Final Approval Date: 09/22/2020		

VOLUNTARY TERMINATION NOTICE

Pursuant a License Agreement between Williamson County, a political subdivision of the State of Texas, hereafter called "County," and Lone Star Justice Alliance, a nonprofit corporation, hereafter called "LSJA," (collectively the "Parties") effective July 1, 2019, the Parties hereby voluntarily terminate the license agreement for the property at 303 and 305 Martin Luther King Boulevard, Georgetown, Texas.

- Both Parties waive the 180 days written notice required by Clause 10 for Voluntary Termination in the License Agreement.
- Both Parties agree that effective September 30, 2020, LSJA will no longer be responsible for providing insurance and utilities for the building.
- Upon signing of this Voluntary Termination, both Parties agree that the property has been returned in clean condition and good repair, normal wear and tear excepted.
- Upon signing of this Voluntary Termination, each Party agrees that the other Party is in compliance with all terms in the License Agreement and that no terms have been breached.

IN WITNESS WHEREOF, County and LSJA have duly executed this VOLUNTARY TERMINATION NOTICE to be effective as of September 30, 2020.

COUNTY:
WILLIAMSON COUNTY, TEXAS

By:_____
Printed Name: _____
Representative Capacity: _____
Date: _____

Signatures continued on Page 2

LSJA:

Lone Star Justice Alliance

Elizabeth Henneke

By:_____

Printed Name: __Elizabeth Henneke_____

Representative Capacity: ___Executive Director_____

Date: __ September 22, 2020_____

Commissioners Court - Regular Session **57.**

Meeting Date: 09/29/2020

Awarding RFP T1289 Parks Landscaping

Submitted By: Kerstin Hancock, 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 $229,013.

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. The annual contract amount consists of the base cost $123,255 plus $105,758.00 of alternates for additional properties. Department point of contact is Russell Fishbeck. Funding source 01.0100.0510.003541.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Summary

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/24/2020 08:46 AM
County Judge Exec Asst.	Andrea Schiele	09/24/2020 09:07 AM
Form Started By: Kerstin Hancock		Started On: 09/22/2020 08:59 AM
Final Approval Date: 09/24/2020		

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

.

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
	Alternates:			$105,758.00
	Total Bid:			**$229,013.00**
2	**Unity Contractor Services, Inc.**	92.78	0	$ 93,552.00
	Alternates:			$125,898.00
	Total Bid:			**$219,450.00**

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 **58.**

Meeting Date: 09/29/2020

Texas Parks and Wildlife Grant Application

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 request for the Parks Department to apply for a Local Parks Grant for the Expo Center from the Texas Parks and Wildlife Department.

Background

The Parks Department is currently in the planning and design phase for several approved projects at the Expo Center that are part of the 2019 Parks Bond Program. This particular grant application, if awarded, would provide up to $750,000 toward design and construction costs of the new Covered West Arena, which also includes restrooms and showers for the adjacent RV park. This project is estimated to cost approximately $3,500,000. The 50/50 matching grant would afford the Parks Department an opportunity to complete a large portion of this project, which is being designed to allow for phased development.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grants Management Request

TPWD Grant Resolution

TPWD Grant Assurances

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/23/2020 09:50 PM
Form Started By: Russell Fishbeck		Started On: 09/23/2020 07:58 PM
Final Approval Date: 09/23/2020		

Grant Title/Project Name:	Williamson County Expo Center- Covered West Arena
Department:	Parks
Requestor:	Russell Fishbeck
Contact Email:	Russell. fishbeck@wilco.org
Contact Phone Number:	512-943-1922
Start Date:	4/1/2021
End Date:	12/31/2021
Please select request category:	Asset
Describe the purpose of the grant in detail to include all requirements.	The Parks Department is currently in the planning and design phase for several projects at the Expo Center that are part of the 2019 Parks Bond Program. The Parks Department is seeking additional grant funding to help supplement the Covered West Arena project, which also includes restrooms and showers to service the RV park. The grant we are seeking approval to pursue is with Texas Parks and Wildlife Department and specifically the Non-Urban Outdoor Program category. This is a 50/50 matching grant up to $750,000 toward design and construction costs. Total project cost is estimated at approximately $3,500,000. If awarded this grant, the Parks Department would be able to complete a large portion of this particular project, which is being designed to allow for phased development.
Select the type of grant your department is applying for:	State, Federal Pass-thru
What is the amount of the grant?	$750,000.00
Please provide a breakdown of the total cost above.	The TPWD Grant Program provides a 50% matching grant on a reimbursement basis. The grant will match up to $750,000 of expenses including design and construction cost.
Is there a match requirement?	Yes
What is the source of the match?	The 2019 Williamson County Park Bond Program will be used for the County portion of the match for this grant.
Does the grant cover the cost of the request 100%?	No
If not, how much is left unpaid?	$2,750,000
What is the plan to obtain grants/funds for the remaining amount?	The 2019 Park Bond Program will be used to fund the remaining amount.
List other similar assets in the County and/or region and if they are available for use?	Bell County Expo Center and Brazos County Expo Center are the other 2 expo centers in the region with 2 covered arenas for equestrian competition.
How is this asset request different from any similar assets currently in the County and/or region?	There are no other assets in Williamson County like this project.
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	This asset will allow for larger multiple day horse shows and events at the Williamson County Expo Center. This asset also gives the Expo Center additional square footage under cover which can help accommodate many other types of events such as livestock shows, trade shows, festivals, and special attraction events.
How often do these events occur?	3 weekends each month
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	The Expo Center will be able to operate this new asset with the current amount staff, equipment, and staff hours in which we are currently operating.

Where will the asset be stored?	Williamson County Expo Center
What is the useful life of the asset?	40 years
Will a replacement be requested from general funds when useful life has been exhausted?	No
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	Yes, usage fees will apply to event holders.
Does this asset require insurance coverage?	Yes
If yes, what is the estimate of asset insurance coverage?	$3,500,000.00
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	Yes, but minimal on-going maintenance. The pre-engineered metal building concept and design is generally low maintenance. On-going maintenance will be more associated with cleaning, replacing various components such as light bulbs and tending to occasional repairs involving plumbing fixtures and amenities of a similar nature.
How will this asset be funded when the grant ends?	The grant is only for construction. Daily operations will be funded with the annual operating budget.
What is the impact if the grant is not received?	Several items in the design will be listed as alternates for construction. If we do not receive this grant the alternates will not be constructed at this time.
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.)	The Covered West Arena will create additional revenue to the County through usage fees paid by event holders to the Expo Center. The Covered West Arena could provide the County an estimated $180,000 annually after factoring maintenance and utility costs.
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	No additional equipment will be needed or required for this project.
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	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?	$750,000
ID	60
Version	3.0
Attachments	False
Created	9/21/2020 3:28 PM
Created By	Clint Chitsey
Modified	9/21/2020 4:40 PM
Modified By	Clint Chitsey

TEXAS PARKS & WILDLIFE

Local Park Grant Program
Resolution Authorizing Application

A resolution of the Williamson County Commissioners Court as hereinafter referred to as "Applicant," designating certain officials as being responsible for, acting for, and on behalf of the Applicant in dealing with the Texas Parks & Wildlife Department, hereinafter referred to as "Department," for the purpose of participating in the Local Park Grant Program, hereinafter referred to as the "Program"; certifying that the Applicant is eligible to receive program assistance; certifying that the Applicant matching share is readily available; and dedicating the proposed site for permanent (or for the term of the lease for leased property) public park and recreational uses.

WHEREAS, the Applicant is fully eligible to receive assistance under the Program; and

WHEREAS, the Applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program;

BE IT RESOLVED BY THE APPLICANT:

SECTION 1: That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

SECTION 2: That the Applicant hereby certifies that the matching share for this application is readily available at this time.

SECTION 3: That the Applicant hereby authorizes and directs the Williamson County Parks Department to act for the Applicant in dealing with the Department for the purposes of the Program, and that Russell Fishbeck is hereby officially designated as the representative in this regard.

SECTION 4: The Applicant hereby specifically authorizes the official to make application to the Department concerning the site to be known as Expo Center in the County of Williamson or use as a park site and is hereby dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity (or for the lease term, if legal control is through a lease). Projects with federal monies may have differing requirements.

Introduced, read and passed by an affirmative vote of the "Applicant" on this 29th day of September, 2020.

_____
Signature of Local Government Official

Bill Gravell, County Judge
Typed Name and Title

ATTEST:

_____
Signature

Typed Name and Title

Local Park Grant Program
Applicant's Certification & Program Assurances

As the duly authorized representative of the sponsor designated in the Resolution Section 3, ***I certify that the Applicant:***

1. Has complied with all pertinent local and state laws, and Local Parks Grants Program requirements regarding public hearings, including floodplain development, if appropriate.
2. Has the required proportionate share of funds available and sufficient for the project as required by Section 13.309 of the Parks and Wildlife Code.
3. Will maintain and operate areas acquired or developed with program assistance at sponsor expense as required by Section 13.309 of the Parks & Wildlife Code.
4. Will permanently dedicate for public park and recreation use all project area(s) which receive program assistance, as required by Chapter 640.1.2 of the *Local Park Grant Program Manual*.
5. Has the legal authority to apply for program assistance and the institutional, managerial and financial capability to ensure proper planning, management and completion of the project described in this application.
6. Will give the State of Texas, hereafter referred to as "State," through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
7. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the Texas Parks & Wildlife Department, and will record any federal interest in the title of real property in accordance with U. S. Department of Interior directives.
8. Will dedicate and permanently maintain any property designated as a natural area, wetland, or open space to meet program guidelines.
9. Will comply with all provisions of the "Summary of Guidelines for Administration of Local Park Grant Acquisition & Development Projects."
10. Will comply with the requirements of the Department with regard to the drafting, review and approval of construction plans and specifications.
11. Will obtain all required state and/or federal permits related to project development.
12. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms to the approved plans and specifications.
13. Will furnish quarterly progress reports and such other information as may be required by the Department.
14. Will initiate and complete the work within the applicable time frame after receipt of approval from the Department.
15. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

Applicant's Certification & Program Assurances - Continued

16. Will comply with all State and Federal statues relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) any other non-discrimination provisions in the specific statute(s) under which application for program assistance is being made, and (f) the requirements of any other non-discrimination statute(s) which may apply to the application.
17. Will comply with the flood insurance purchase requirements of Section 4012(a) of the Flood Disaster Protection Act of 1973 which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance in an amount at least equal to its development or project cost.
18. Will comply with environmental standards which may be prescribed to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuance to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplain in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S. C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.);(g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
19. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
20. Will assist the Department in assuring compliance with the Texas Antiquities Code.
21. Will cause to be performed the required financial and compliance audits in accordance with the state or federal Single Audit requirements.
22. Will comply with all applicable requirements of all other State and Federal laws, regulations and policies governing this program.

Expo Center - Covered West Arena
Sponsor/ Project Name

Signature of Official Authorized in Resolution

Bill Gravell, County Judge
Print Name and Title of Official

Date

Commissioners Court - Regular Session **59.**

Meeting Date: 09/29/2020

DPS Interlocal Agreement for County Attorney's Office

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 an amendment to the DPS Interlocal Agreement for three forensic scientists for the County Attorney's office in the amount of $308.075.54 and authorize execution of the amendment.

Background

Approval of this item will support the operations of the Williamson County Attorney's Office. This is Amendment 1 to the ILA that was originally approved on 11/19/2019. This amendment covers the salary, benefits and administration fees for three forensic scientists to conduct testing of seized drugs and blood alcohol analysis of evidence. Amendment covers a term from 10/1/2020 to 9/30/2021. Amendment and original agreement are attached. The county must sign the ILA amendment first. This expenditure will be charged to 01.0100.0560.004100.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment 1

Original ILA

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/24/2020 09:53 AM
County Judge Exec Asst.	Andrea Schiele	09/24/2020 10:26 AM
Form Started By: Erica Smith		Started On: 09/23/2020 08:58 AM
Final Approval Date: 09/24/2020		

CONTRACT AMENDMENT

Contract No.	Order No.	Amendment No.	Effective Date
LES201907120923	LES2020009031058	001	10/1/2020

I. AUTHORITY

DPS and Contractor agree to amend the Contract as provided for in Section VI (Term of Contract and Amendments) of the Contract.

II. BACKGROUND AND PURPOSE

This Interlocal Cooperation Contract between DPS and Williamson Country makes three DPS Forensic Scientists available to the County during its business hours. It includes salary, equipment, and operational costs, for testing of seized drugs and blood alcohol analysis of evidence submitted by the County Law Enforcement.

III. DESCRIPTION

A. In accordance with Section VI Term of Contract and Amendments, DPS and Williamson Country agree to the 1st Optional Renewal of this contract for the period of 10/01/2020 through 09/30/2021.

B. The Contract increases by $308,075.54. The total cumulative not-to-exceed of the Contract through optional renewal 1 is $616,151.08.

Contractor must sign and return to DPS timely. The Contract, as amended, represents the entire agreement between the parties. The signatories have full authority to enter into this Amendment on behalf of the respective parties named.

Issued By	**Name and Address of Contractor**
Department of Public Safety Procurement and Contract Services MSC 0266 Building A, 1st Floor 5805 North Lamar Blvd. Austin, Texas 78752	Williamson County County Attorney's Office 405 MLK, Suite 229 Georgetown, Texas 78626
Authorized Representative Steven C. McCraw Director	**Authorized Representative** Bill Gravell Jr. County Judge
Signature of Authorized Representative **Date:**	**Signature of Authorized Representative** **Date:**

INTERLOCAL COOPERATION CONTRACT

I. CONTRACTING PARTIES and AUTHORITY

The Department of Public Safety (DPS) and Williamson County (County) enter into this Interlocal Cooperation Contract (Contract) under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

County certifies that it has the authority to contract for the services by authority granted in Chapter 262, Local Government Code (County Purchasing Act), and Texas Code of Criminal Procedure art. 2.17.

DPS certifies that it has authority to perform the services contracted for by authority granted in Texas Government Code § 411.009.

II. BACKGROUND and PURPOSE

County has a need for assistance in testing of seized drug and alcohol analysis of evidence and requests that DPS provide seized drug and blood alcohol analysis of evidence submitted by County law enforcement.

DPS has the ability to assist in this regard and agrees to provide this seized drug and blood alcohol analysis of evidence submitted by County law enforcement.

III. STATEMENT OF SERVICES TO BE PERFORMED

DPS will perform the following services.

A. The DPS Crime Laboratory Service will analyze seized drugs and blood alcohol evidence submitted by law enforcement agencies within County.

B. At its discretion, DPS will assign the services of three full time equivalents (FTEs) to perform analysis in performance of this Contract. The FTEs will be DPS employees.

C. DPS will attempt to provide a thirty-calendar-day or less turn-around time, from the date of submission to the DPS Laboratory, for seized drugs cases and ten calendar-day or less turn-around time for blood alcohol cases.

D. The assigned DPS FTEs will work on County cases awaiting analysis before examining evidence from other agencies as long as this Contract is in place.

E. At its discretion, DPS will assign the FTEs other work if there are no services required under this Contract within the parameters of DPS Crime Laboratory policies and procedures. Case submissions by County will not exceed 160 cases per month (seized drugs) and 240 cases per month (blood alcohol) under this agreement.

County understands or will perform the following.

A. County understands that DPS is solely responsible for the employment and management of the DPS personnel. County understands that it will have no input into DPS's decisions with regard to management or work of DPS personnel.

B. County will ensure that a valid subpoena is issued to any DPS Laboratory analyst needed for court testimony with at least two weeks' prior notice when available.

C. County will not be responsible for paying any fees or costs associated with testimony given in any judicial proceeding in connection with services provided by DPS pursuant to the provisions of this Contract.

D. Cases submitted to DPS from County under this Contract will not be outsourced to a lab outside of the DPS Laboratory System for analysis.

IV. CONTRACT AMOUNT and BASIS FOR CALCULATING COSTS

The one-year contract term amount will be $308,075.54. This amount is intended to cover the actual cost of having three DPS Forensic Scientists available to County during its business hours and it includes salary, equipment, and operational costs (see Exhibit A). County will remit to DPS by check all costs for performing the services as identified.

V. PAYMENT FOR SERVICES

DPS will submit monthly invoices to County. DPS will also submit an invoice upon the effective date of this Contract for the payment of operating and equipment costs for each year that this Contract is in effect. County will remit payment to DPS no later than 30 calendar days after County's receipt of the invoice.

VI. TERM OF CONTRACT and AMENDMENTS

This Contract is effective October 1, 2019. The Contract will terminate on September 30, 2020, or upon written request of either party with 30 calendar days' written notice, whichever occurs earlier. Additionally, this Contract has three optional one-year renewal periods available. The parties may amend this Contract by mutual written agreement.

VII. NOTICE

The respective party will provide any required notice as noted in this section. Either party may change its information in this section by giving the other party written notice and the date upon which the change will become effective.

If to DPS: Brady Mills, Assistant Chief, Crime Laboratory Service, 5800 Guadalupe, Austin TX 78752; Email: brady.mills@dps.texas.gov; Phone (512) 424-7151

If to County: Williamson County Judge, 710 Main Street, Suite 101, Georgetown, Texas 78626; Phone (512) 943-1359

With a copy to: Williamson County Attorney's Office, Attn: Rudy Gonzalez, Chief Investigator, 405 MLK, Suite 229, Georgetown, Texas 78626; email: rgonzalez@wilco.org; Phone (512) 943-1171

VIII. CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each Party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Williamson County

Bill Gravell Jr.
County Judge

November 19, 2019
Date

Department of Public Safety

Steven C. McCraw
Director

12/1-7/19
Date

DPS MC OGC

Exhibit A	
SALARY AND BENEFITS FOR THREE POSITIONS	
	10/1/19 to 9/30/20
Forensic Scientist II salary(1 FTE-1yr)	$55,606.44
Forensic Scientist IV salaries (2 FTE-12 yr level)	$166,908.96
Benefits @ 29% of salary	$64,529.47
TOTAL SALARY AND BENEFITS	$287,044.87
Training costs	$1,500.00
Operating and equipment expense	$15,000.00
Administrative costs (1.5%)	$4,530.67
Contract Total (1 year)	$308,075.54

Commissioners Court - Regular Session **60.**

Meeting Date: 09/29/2020

Authorize the Master Service Agreement with Motorola HGAC contract # RA05-18.

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the Service SOW Contract and listed quotes totaling $1,229,030.01 between Motorola and Williamson County pursuant to HGAC Contract # RA05-18, and authorize the purchase.

Background

Motorola Quote #1192357 & Contract #USC000002959; Quote #1192355 & Contract #USC000004587; Quote #1260486 & Contract #USC000007033; Quote #1192376 & Contract #USC000020867; Quote #1192340 & Contract #USC000026317; Quote #1192375 & Contract #USC000065474; and Quote #1192341 & Contract #USC000142032, are attached.These contract renewals are to provide the County's mission critical radio communications systems with 24/7 365 support and maintenance from Motorola. The DAS/BDA contracts are specifically for the in-building signal boosters installed in critical buildings throughout the county. Tower Maintenance is for the County's fixed infrastructure tower sites and the AVIAT contract supports the microwave radio equipment located at the tower sites. The Gold Elite contract supports the County's dispatch center and response vehicles technologies. Department Contact Thomas Piche. Funding Sources for FY21: 01.0507.0507.004500; 01.0100.0581.004500

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vendor Signed Agreement
BDA Quote
Juniper quote
Aviat Quote
Dispatch Quote
Towers Quote
Jail DAS quote
Wilco Training Lab Quote

Form Review

Inbox	Reviewed By	Date

Purchasing (Originator)	Randy Barker	09/24/2020 09:31 AM
County Judge Exec Asst.	Andrea Schiele	09/24/2020 10:58 AM

Form Started By: Johnny Grimaldo Started On: 09/24/2020 08:23 AM

Final Approval Date: 09/24/2020

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR MOTOROLA SOLUTIONS SERVICES SOW CONTRACTS

(Quote #1192357 & Contract #USC000002959; Quote #1192355 & Contract #USC000004587; Quote #1260486 & Contract #USC000007033; Quote #1192376 & Contract #USC000020867; Quote #1192340 & Contract #USC000026317; Quote #1192375 & Contract #USC000065474; and Quote #1192341 & Contract #USC000142032)

Via HGAC #RA05-18

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

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

I.

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

II.

No Assignment: Motorola may not assign this contract, without express written consent of the Williamson County Commissioners Court.

III.

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

IV.

Good Faith: Motorola agrees to act in good faith in the performance of 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. This Addendum;

B. As described in the attached Statement of Work Proposal/Quotes, which are incorporated herein as if copied in full:

1. QUOTE #1192357 & Contract #USC000002959;
2. QUOTE #1192355 & Contract #USC000004587;
3. QUOTE #1260486 & Contract #USC000007033;
4. QUOTE #1192376 & Contract #USC000020867;
5. QUOTE #1192340 & Contract #USC000026317;
6. QUOTE #1192375 & Contract #USC000065474;
7. QUOTE #1192341 & Contract #USC000142032;

C. HGAC #RA-05-18; and

D. Any required insurance certificates evidencing required coverages.

VI.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest

charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VII.

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

VIII.

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

IX.

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

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:

MOTOROLA

By: _____

Printed Name: Wayne Wahlgren

Representative Capacity: Services Director

Date: September 21, 2020

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1192357
Contract Number: USC000002959
Contract Modifier: R0221

Date: 02/21/2020

Company Name:	WILLIAMSON COUNTY
Attn:	
Billing Address:	301 SE INNER LOOP STE 105
City, State, Zip:	GEORGETOWN , TX, 78626
Customer Contact:	
Phone:	

Required P.O. :	
Customer # :	1035809592
Bill to Tag # :	
Contract Start Date :	01-Oct-2020
Contract End Date :	30-Sep-2021
Anniversary Day :	Sep 30th
Payment Cycle :	ANNUALLY
PO # :	

Qty	Service Name	Service Description	Extended Amt
	SVC01SVC2007C	ONSITE INFRA RESP-CUSTOM SOW	$2,769.80
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	$400.03

Subtotal - Recurring Services	$264.15	$3,169.83
Subtotal - One-Time Event Services	$0.00	$0.00
Total	$264.15	$3169.83

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS: Agreement as per HGAC RA05-18

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

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1192357
Contract Number: USC000002959
Contract Modifier: R0221

MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name : WILLIAMSON COUNTY
Contract Number : USC000002959
Contract Modifier : R0221
Contract Start Date : 01-Oct-2020
Contract End Date : 30-Sep-2021

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1192357
Contract Number: USC000002959
Contract Modifier: R0221

Service Terms and Conditions

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

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

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

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

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

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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Quote Number : QUOTE-1192357
Contract Number: USC000002959
Contract Modifier: R0221

Section 6. TIME AND PLACE OF SERVICE

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

Section 7. CUSTOMER CONTACT

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

Section 8. INVOICING AND PAYMENT

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

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

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

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

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

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

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

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

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

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

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

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

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

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
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Quote Number : QUOTE-1192355
Contract Number: USC000004587
Contract Modifier: R21-FEB-20 15:12:57

Date: 02/21/2020

Company Name:	WILLIAMSON COUNTY
Attn:	
Billing Address:	301 SE INNER LOOP STE 105
City, State, Zip:	GEORGETOWN , TX, 78626
Customer Contact:	
Phone:	

Required P.O. :	
Customer # :	1035809592
Bill to Tag # :	
Contract Start Date :	01-Oct-2020
Contract End Date :	30-Sep-2021
Anniversary Day :	Sep 30th
Payment Cycle :	ANNUALLY
PO # :	

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0006C	VENDOR MANAGEMENT-CUSTOM SOW	$9,800.00

Subtotal - Recurring Services	$816.67	$9,800.00
Subtotal - One-Time Event Services	$0.00	$0.00
Total	$816.67	$9800.0

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS: Agreement as per HGAC RA05-18

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

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

MOTOROLA SOLUTIONS

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MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : WILLIAMSON COUNTY
Contract Number : USC000004587
Contract Modifier : R21-FEB-20 15:12:57
Contract Start Date : 01-Oct-2020
Contract End Date : 30-Sep-2021

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Service Terms and Conditions

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

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

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

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

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

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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

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Section 6. TIME AND PLACE OF SERVICE

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

Section 7. CUSTOMER CONTACT

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

Section 8. INVOICING AND PAYMENT

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

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

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

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

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

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

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

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

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

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

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

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

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

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1260486
Contract Number: USC000007033
Contract Modifier: R21-FEB-20 15:13:55

Date: 04/10/2020

Company Name:	WILLIAMSON COUNTY
Attn:	
Billing Address:	301 SE INNER LOOP STE 105
City, State, Zip:	GEORGETOWN , TX, 78626
Customer Contact:	
Phone:	

Required P.O. :	
Customer # :	1035809592
Bill to Tag # :	
Contract Start Date :	01-Oct-2020
Contract End Date :	30-Sep-2021
Anniversary Day :	Sep 30th
Payment Cycle :	ANNUALLY
PO # :	

Qty	Service Name	Service Description	Extended Amt
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE	$1,527.07
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE	$1,527.07
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE	$1,527.07
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE	$1,527.07
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE	$1,527.07
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE	$1,527.07
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE	$1,527.07
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE	$1,527.07
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE	$1,527.07
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE	$1,527.07
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE	$1,527.07

Subtotal - Recurring Services	$1,399.81	$16,797.77
Subtotal - One-Time Event Services	$0.00	$0.00
Total	$1,399.81	$16797.77

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS: Agreement as per HGAC RA05-18

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

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1260486
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AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name : WILLIAMSON COUNTY
Contract Number : USC000007033
Contract Modifier : R21-FEB-20 15:13:55
Contract Start Date : 01-Oct-2020
Contract End Date : 30-Sep-2021

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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Quote Number : QUOTE-1260486
Contract Number: USC000007033
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Service Terms and Conditions

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

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

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

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

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

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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

MOTOROLA SOLUTIONS

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Section 6. TIME AND PLACE OF SERVICE

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

Section 7. CUSTOMER CONTACT

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

Section 8. INVOICING AND PAYMENT

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

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

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

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

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

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1260486
Contract Number: USC000007033
Contract Modifier: R21-FEB-20 15:13:55

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

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

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1260486
Contract Number: USC000007033
Contract Modifier: R21-FEB-20 15:13:55

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

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

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

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

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

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

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1192376
Contract Number: USC000020867
Contract Modifier: R0222

Date: 02/21/2020

Company Name:	WILLIAMSON COUNTY
Attn:	
Billing Address:	301 SE INNER LOOP STE 105
City, State, Zip:	GEORGETOWN , TX, 78626
Customer Contact:	
Phone:	

Required P.O. :	
Customer # :	1035809592
Bill to Tag # :	
Contract Start Date :	01-Oct-2020
Contract End Date :	30-Sep-2021
Anniversary Day :	Sep 30th
Payment Cycle :	MONTHLY
PO # :	

Qty	Service Name	Service Description	Extended Amt
	SVC01SVC0335A	NETWORK PREVENTIVE MAINT-LEVEL 1	$14,052.08
	SVC01SVC1103C	ASTRO NETWORK MONITORING	$4,417.34
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	$57,561.88
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	$976.44
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	$22,753.65
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	$907.10
	SVC04SVC0178A	SYS UPGRADE AGRMT II-SITE	$118,269.87
	SVC02SVC0127A	NICE GOLD PACKAGE	$112,084.80

Subtotal - Recurring Services	$27,585.26	$331,023.16
Subtotal - One-Time Event Services	$0.00	$0.00
Total	$27,585.26	$331023.16

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS: Agreement as per HGAC RA05-18

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

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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(888) 325-9336

Quote Number : QUOTE-1192376
Contract Number: USC000020867
Contract Modifier: R0222

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name : WILLIAMSON COUNTY
Contract Number : USC000020867
Contract Modifier : R0222
Contract Start Date : 01-Oct-2020
Contract End Date : 30-Sep-2021

MOTOROLA SOLUTIONS

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500 W Monroe Street
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Quote Number : QUOTE-1192376
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Service Terms and Conditions

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

Section 1. APPLICABILITY
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Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

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

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

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

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

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

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

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

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

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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

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

Section 8. INVOICING AND PAYMENT

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

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

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

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

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

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1192376
Contract Number: USC000020867
Contract Modifier: R0222

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

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

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Quote Number : QUOTE-1192376
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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

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

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

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

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

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

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1192340
Contract Number: USC000026317
Contract Modifier: R21-FEB-20 14:58:25

Date: 02/21/2020

Company Name:	WILLIAMSON COUNTY
Attn:	
Billing Address:	301 SE INNER LOOP STE 105
City, State, Zip:	GEORGETOWN , TX, 78626
Customer Contact:	
Phone:	

Required P.O. :	
Customer # :	1035809592
Bill to Tag # :	
Contract Start Date :	01-Oct-2020
Contract End Date :	30-Sep-2021
Anniversary Day :	Sep 30th
Payment Cycle :	MONTHLY
PO # :	

Qty	Service Name	Service Description	Extended Amt
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE-PREMIER	$3,516.25
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	$996.89
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	$1,431.42
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	$403.16
	SVC02SVC0006C	VENDOR MANAGEMENT-CUSTOM SOW	$120,009.90
	SVC01SVC1105C	ASTRO CUSTOMER TECHNICIAN DISPATCH	$0.00
	SVC01SVC0032C	ASTRO NETWORK MONITORING-CTD	$0.00
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE	$38,024.92
	SVC04SVC0178A	SYS UPGRADE AGRMT II-SITE	$82,856.26
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	$0.00
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	$122,715.68
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	$2,470.76
	LSV01S01109A	ASTRO SYSTEM ADVANCED PLUS PACKAGE	$406,474.29

Subtotal - Recurring Services	$64,908.29	$778,899.53
Subtotal - One-Time Event Services	$0.00	$0.00
Total	$64,908.29	$778899.53

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS: Agreement as per HGAC RA05-18

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
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Quote Number : QUOTE-1192340
Contract Number: USC000026317
Contract Modifier: R21-FEB-20 14:58:25

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

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Reid Russek	8323611002	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name : WILLIAMSON COUNTY
Contract Number : USC000026317
Contract Modifier : R21-FEB-20 14:58:25
Contract Start Date : 01-Oct-2020
Contract End Date : 30-Sep-2021

MOTOROLA SOLUTIONS

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500 W Monroe Street
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Quote Number : QUOTE-1192340
Contract Number: USC000026317
Contract Modifier: R21-FEB-20 14:58:25

Service Terms and Conditions

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

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

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

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

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

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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Quote Number : QUOTE-1192340
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Contract Modifier: R21-FEB-20 14:58:25

Section 6. TIME AND PLACE OF SERVICE

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

Section 7. CUSTOMER CONTACT

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

Section 8. INVOICING AND PAYMENT

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

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

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

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

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

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

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

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Quote Number : QUOTE-1192340
Contract Number: USC000026317
Contract Modifier: R21-FEB-20 14:58:25

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

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

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

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

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

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

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1192375
Contract Number: USC000065474
Contract Modifier: R21-FEB-20 15:20:48

Date: 02/21/2020

Company Name:	WILLIAMSON COUNTY
Attn:	
Billing Address:	301 SE INNER LOOP STE 105
City, State, Zip:	GEORGETOWN , TX, 78626
Customer Contact:	
Phone:	

Required P.O. :	
Customer # :	1035809592
Bill to Tag # :	
Contract Start Date :	01-Oct-2020
Contract End Date :	30-Sep-2021
Anniversary Day :	Sep 30th
Payment Cycle :	MONTHLY
PO # :	

Qty	Service Name	Service Description	Extended Amt
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE	$3,745.00

Subtotal - Recurring Services	$312.08	$3,745.00
Subtotal - One-Time Event Services	$0.00	$0.00
Total	$312.08	$3745.0

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS: Agreement as per HGAC RA05-18

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

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1192375
Contract Number: USC000065474
Contract Modifier: R21-FEB-20 15:20:48

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : WILLIAMSON COUNTY
Contract Number : USC000065474
Contract Modifier : R21-FEB-20 15:20:48
Contract Start Date : 01-Oct-2020
Contract End Date : 30-Sep-2021

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1192375
Contract Number: USC000065474
Contract Modifier: R21-FEB-20 15:20:48

Service Terms and Conditions

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

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

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

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

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

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
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(888) 325-9336

Quote Number : QUOTE-1192375
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Section 6. TIME AND PLACE OF SERVICE

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

Section 7. CUSTOMER CONTACT

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

Section 8. INVOICING AND PAYMENT

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

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

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

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

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

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

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

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

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

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

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

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

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

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
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Quote Number : QUOTE-1192341
Contract Number: USC000142032
Contract Modifier: R0221

Date: 02/21/2020

Company Name:	WILLIAMSON COUNTY
Attn:	
Billing Address:	301 SE INNER LOOP STE 105
City, State, Zip:	GEORGETOWN , TX, 78626
Customer Contact:	
Phone:	

Required P.O. :	
Customer # :	1035809592
Bill to Tag # :	
Contract Start Date :	01-Oct-2020
Contract End Date :	30-Sep-2021
Anniversary Day :	Sep 30th
Payment Cycle :	MONTHLY
PO # :	LC

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	$0.00
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	$44,386.25
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	$5,038.47
	LSV01S01109A	ASTRO SYSTEM ADVANCED PLUS PACKAGE	$36,170.00

Subtotal - Recurring Services	$7,132.89	$85,594.72
Subtotal - One-Time Event Services	$0.00	$0.00
Total	$7,132.89	$85594.72

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS: Agreement as per HGAC RA05-18

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

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

MOTOROLA SOLUTIONS

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MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name : WILLIAMSON COUNTY
Contract Number : USC000142032
Contract Modifier : R0221
Contract Start Date : 01-Oct-2020
Contract End Date : 30-Sep-2021

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
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Quote Number : QUOTE-1192341
Contract Number: USC000142032
Contract Modifier: R0221

Service Terms and Conditions

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

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

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

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

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

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

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

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

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

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

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

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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Section 6. TIME AND PLACE OF SERVICE

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Section 8. INVOICING AND PAYMENT

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

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

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

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

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

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

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

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

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

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

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

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

Commissioners Court - Regular Session **61.**

Meeting Date: 09/29/2020

Vehicle Reimbursement Agreement with Fellowship Church for County Sheriff

Submitted For: Robert Chody **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with The Fellowship Church to be effective October 1, 2020 (Traffic control and security during various church services in Round Rock).

Background

This is the annual renewal agreement that will give permission for The Fellowship Church to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will begin on October 1, 2020 and will terminate on September 30, 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fellowship Church

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/22/2020 01:48 PM
Form Started By: Starla Hall		Started On: 09/22/2020 11:53 AM
Final Approval Date: 09/22/2020		

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

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

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

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

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

4. The term of this AGREEMENT shall begin on the October 1, 2020 and shall terminate on September 30, 2021. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

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

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

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

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

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

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

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: The Fellowship Church

Signature: [signature]

Printed Name: Matthew Kallail

Title: Vice Chair Fellowship Board of Elders

Date: September 20, 2020

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Williamson County Sheriff's Office

Printed Name of Official: Sheriff Robert Chody

Signature of Official: Robert J. Chody

Date: September 22nd, 2020

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

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

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

Commissioners Court - Regular Session **62.**

Meeting Date: 09/29/2020

Vista Oaks MUD Standard Agreement for County Sheriff

Submitted For: Robert Chody **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This renewal agreement gives permission for Vista Oaks MUD to contract County Sheriff Deputies in a private capacity and the County to invoice Vista Oaks MUD for deputies' vehicle usage. The term of this agreement shall begin on October 1, 2020 and will have two additional one year automatic renewals on October 1, 2021 and October 1, 2022. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2023 (FY'2024).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vista Oaks MUD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/23/2020 11:10 AM
Form Started By: Starla Hall		Started On: 09/22/2020 08:25 AM
Final Approval Date: 09/23/2020		

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce "district policies" or "house rules" of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the October 1, 2020 and shall terminate on September 30, 2021, and will have two additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2021 and October 1, 2022. It must be revisited with proper approvals from the

applicable governing bodies and elected official(s) for the fiscal year beginning on October 1, 2023.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $8.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. LGE agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

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

9. LGE agrees that it shall pay deputies directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

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

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

LGE:

Vista Oaks Municipal Utility District

Signature: _____

Printed Name: Mike R. Asbury

Title: President, Board of Directors

Date: **September 14**, 2020

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Robert Chody

Signature of Official: _____

Date: September 23, 2020

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

COUNTERPART SIGNATURE PAGE TO STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY SERVICES OF COUNTY DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR CONFIRMATION OF BUDGETARY AUTHORIZATION RELATED TO USE OF VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By:_____

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

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **63.**

Meeting Date: 09/29/2020

Transformative Justice Program Legal Services Agreement with JR Hancock

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Agreement for Legal Services for the Williamson County Transformative Justice Program between Williamson County and JR Hancock; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

As you are aware through discussions with Scott and Judge Mathews, we have decided not to renew the contract with Lone Star Justice Alliance (LSJA) for the administration of the Williamson County Transformative Justice Program. Since LSJA will no longer be administering the program, we are requesting the county directly contract with two attorneys to provide services to clients. These services will be paid for using grant funds provided by the Texas Indigent Defense Commission.

Specifically, we are requesting approval for the Legal Services Agreements with JR Hancock and Jo Poenitzsch. Mr. Hancock and Ms. Poenitzsch are the two attorneys that have been providing services since the program's inception and continuing to contract with them will allow for continuity of care for the clients involved with the program.

All parties involved in the Transformative Justice program are aware of the pending contract agreement with Mr. Hancock and Ms. Poenitzsch and are in agreement with utilizing these two attorneys.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Legal Services Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/23/2020 09:16 AM
County Judge Exec Asst.	Andrea Schiele	09/23/2020 09:35 AM
Form Started By: John Pelczar		Started On: 09/23/2020 08:59 AM
Final Approval Date: 09/23/2020		

WILLIAMSON COUNTY
TRANSFORMATIVE JUSTICE PROGRAM
AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement") is by and between Williamson County ("County") and J.R. Hancock ("Defense Counsel").

1. Purpose

1.1 The purpose of this Agreement is to provide the terms, conditions, covenants and compensation relating to Defense Counsel's provision of legal representation to participants who are accepted and receiving services ("Program Services") in the Williamson County Transformative Justice Program ("the Program").

2. Term and Termination

2.1 Term. The Term of this Agreement shall be from October 1, 2020 until September 30, 2021, unless terminated earlier under this Agreement.

2.2 Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) calendar day's written notice to the other party. In the event of termination for convenience, it is understood and agreed that only the amounts due to Defense Counsel for services provided up to and including the date of termination, will be due and payable. No penalty will be assessed for a party's termination of this Agreement for convenience.

2.3 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

Termination for breach under this section does not waive either party's claim for direct damages resulting from the breach, and the non-breaching party may, among other remedies, withhold from compensation owed the breaching party an amount necessary to satisfy its claim against the breaching party.

3. Scope of Representation

3.1 Defense Counsel agrees to provide legal representation to participants regarding their pending Program eligible criminal offense including the following:

a) Review of probable cause and intake documents in order to advise client regarding their voluntary participation in the Program;
b) Request and review any/all evidence regarding the pending offense made available to the Defense Counsel throughout the participant's enrollment in the Program;
c) Communicate with, and advise the participant at all stages of the representation regarding the evidence in their case throughout the participant's enrollment in the Program;
d) Communicate with the prosecutor, and advocate for the participant, regarding the evidence in the case and any mitigating evidence determined by defense counsel throughout the participant's enrollment in the Program;
e) Attend and advocate for the participant, at all Case Management, Multi Disciplinary Team meetings, Criminal Justice Team meetings, or any other scheduled meetings regarding the status of the participant throughout the participant's enrollment in the Program;
f) Attend any training requested or required by the Program;
g) Appear and represent participant at all court hearings throughout the participant's enrollment in the Program;
h) Upon successful completion of the Program and Dismissal of the pending charge, Defense Counsel shall file the necessary documents to seek expunction of the criminal records for the participant's Program offense.

3.2 Under this Agreement, the legal services provided by Defense Counsel SHALL NOT INCLUDE any legal representation for Misdemeanor criminal charges, any criminal offenses involving a Program participant that occur outside of Williamson County, Texas, or any criminal matters that are not directly related to the Program eligible offense pending against the participant.

3.3 Upon the signing of an Order of Expunction in a Program participant's case, any further obligation of Defense Counsel to provide legal services to the Program participant shall be terminated.

3.4 At any time the participant is unsuccessfully terminated from the Program and his/her pending criminal case is prosecuted through the traditional criminal justice system of Williamson County, Texas, Defense Counsel's legal representation of participant will also terminate.

4. Compensation

4.1 County agrees to pay Defense Counsel a flat rate of $4750 per month, for up to 100 hrs/month of the legal services provided to participants as described in Paragraph 3.

4.2 Defense Counsel agrees to submit an invoice to County once per month on the last day of the invoiced month. Each invoice shall be submitted electronically to the Williamson County Juvenile Services' Director of Operations at jpelczar@wilco.org, or as otherwise designated, in writing, by County.

4.3 County's payment hereunder shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Defense Counsel of such an invoice of the discrepancy. Following County's notification of any discrepancy as to an invoice, Defense Counsel must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

5. Independent Contractor

5.1 It is expressly acknowledged that Defense Counsel is an independent contractor and that nothing in this Agreement is intended or shall be construed to create an employer/employee relationship between County and Defense Counsel. Defense Counsel acknowledges and agrees that he/she will not be entitled to any benefits generally provided by the County to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

It is understood and agreed that Defense Counsel shall pay all taxes, licenses, and fees levied or assessed on Defense Counsel in connection with or incident to the performance of this Agreement by any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon fees or wages of Defense Counsel, Defense Counsel's agents, employees, and representatives. Defense Counsel agrees to reimburse the County on demand for all such taxes or governmental charges, state or federal, which the County may be required or deem it necessary to pay on account of employees of Defense Counsel. Defense Counsel agrees to furnish the County with the information required to enable it to make the necessary reports and pay such taxes or charges. At its election, the County is authorized to deduct all sums so paid for such taxes and governmental charges from any fee or amounts that may be or become due to Defense Counsel.

5.2 Defense Counsel shall not be deemed or construed to be an agent or representative of County for any purposes whatsoever and Defense Counsel hereby agrees to not hold himself/herself out as a representative or agent of County. In this respect, Defense Counsel acknowledges and agrees that he/she shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court.

5.3 During the term of this agreement, Defense Counsel may provide other legal representation for individuals or entities so long as said representation does not interfere with the obligations under this Agreement.

6. Representations and Warranties

6.1 Defense Counsel represents and warrants that:

a) Defense Counsel has the authority to sign and be bound by the terms of this Agreement;

b) Defense Counsel is licensed by the State Bar of Texas and in good standing; and

c) All legal representation provided by Defense Counsel shall be performed for participants in accordance with the professional standards applicable under the Rules of Professional Responsibility.

7. Responsibility for Acts and Omissions

7.1 Defense Counsel is responsible for providing the services under this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, DEFENSE COUNSEL SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND 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 DEFENSE COUNSEL 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.

7.2 Defense Counsel expressly waives rights or claims of subrogation Defense Counsel may have against County.

8. General Terms

8.1 If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To

obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

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

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

8.4 No provision of this Agreement is intended to waive County's sovereign/governmental immunity, including but not limited to immunity from suit or immunity from liability, as provided by Title 5, Texas Civil Practice & Remedies Code, and other applicable law.

8.5 No provision of this Agreement is intended to create any third-party beneficiary.

8.6 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. When required, Defense Counsel shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

8.7 If any provision included in this Agreement is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

8.8 Written notice or communication required by or related to this Contract shall be provided to the following party representatives:

County
Attn: County Judge
710 Main Street
Suite 101
Georgetown, Texas 78626

Defense Counsel
J.R Hancock, Attorney at Law
601 Quail Valley Drive
Georgetown, Texas 78626

With Copy To:

Williamson County Juvenile Services

Attn: Scott Matthew, MBA
Executive Director
1821 SE Inner Loop
Georgetown, Texas 78626

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

8.10 Defense Counsel acknowledges that the funding to be paid to Defense Counsel is from a grant. The obligations of the County under this Agreement do not constitute a general obligation or indebtedness of County for which the County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement if the grant funding source does not appropriate sufficient grant funds to fund the Program in the future. County may effect such termination by giving written notice of termination to Defense Counsel immediately upon notice that any such grant funding is terminated and, in such case, County shall pay Defense Counsel for all amounts incurred and earned up to date of the termination of grant funding.

8.11 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 AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on the date set forth above, to be effective as of October 1, 2020.

WILLIAMSON COUNTY	DEFENSE COUNSEL
By:_____	By: J.R. Hancock
Printed Name: _____	Printed Name: J.R. Hancock
Title: Presiding Officer of Williamson County Commissioners Court	Title: Attorney at Law

Commissioners Court - Regular Session **64.**

Meeting Date: 09/29/2020

Transformative Justice Program Legal Services Agreement with Jo Poenitzsch

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Agreement for Legal Services for the Williamson County Transformative Justice Program between Williamson County and Jo Poenitzsch; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

As you are aware through discussions with Scott and Judge Mathews, we have decided not to renew the contract with Lone Star Justice Alliance (LSJA) for the administration of the Williamson County Transformative Justice Program. Since LSJA will no longer be administering the program, we are requesting the county directly contract with two attorneys to provide services to clients. These services will be paid for using grant funds provided by the Texas Indigent Defense Commission.

Specifically, we are requesting approval for the Legal Services Agreements with JR Hancock and Jo Poenitzsch. Mr. Hancock and Ms. Poenitzsch are the two attorneys that have been providing services since the program's inception and continuing to contract with them will allow for continuity of care for the clients involved with the program.

All parties involved in the Transformative Justice program are aware of the pending contract agreement with Mr. Hancock and Ms. Poenitzsch and are in agreement with utilizing these two attorneys.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Legal Services Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/23/2020 09:16 AM
County Judge Exec Asst.	Andrea Schiele	09/23/2020 09:37 AM
Form Started By: John Pelczar		Started On: 09/23/2020 09:06 AM
Final Approval Date: 09/23/2020		

WILLIAMSON COUNTY
TRANSFORMATIVE JUSTICE PROGRAM
AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement") is by and between Williamson County ("County") and Jo Poenitzsch ("Defense Counsel").

1. Purpose

1.1 The purpose of this Agreement is to provide the terms, conditions, covenants and compensation relating to Defense Counsel's provision of legal representation to participants who are accepted and receiving services ("Program Services") in the Williamson County Transformative Justice Program ("the Program").

2. Term and Termination

2.1 Term. The Term of this Agreement shall be from October 1, 2020 until September 30, 2021, unless terminated earlier under this Agreement.

2.2 Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) calendar day's written notice to the other party. In the event of termination for convenience, it is understood and agreed that only the amounts due to Defense Counsel for services provided up to and including the date of termination, will be due and payable. No penalty will be assessed for a party's termination of this Agreement for convenience.

2.3 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

Termination for breach under this section does not waive either party's claim for direct damages resulting from the breach, and the non-breaching party may, among other remedies, withhold from compensation owed the breaching party an amount necessary to satisfy its claim against the breaching party.

3. Scope of Representation

3.1 Defense Counsel agrees to provide legal representation to participants regarding their pending Program eligible criminal offense including the following:

a) Review of probable cause and intake documents in order to advise client regarding their voluntary participation in the Program;
b) Request and review any/all evidence regarding the pending offense made available to the Defense Counsel throughout the participant's enrollment in the Program;
c) Communicate with, and advise the participant at all stages of the representation regarding the evidence in their case throughout the participant's enrollment in the Program;
d) Communicate with the prosecutor, and advocate for the participant, regarding the evidence in the case and any mitigating evidence determined by defense counsel throughout the participant's enrollment in the Program;
e) Attend and advocate for the participant, at all Case Management, Multi Disciplinary Team meetings, Criminal Justice Team meetings, or any other scheduled meetings regarding the status of the participant throughout the participant's enrollment in the Program;
f) Attend any training requested or required by the Program;
g) Appear and represent participant at all court hearings throughout the participant's enrollment in the Program;
h) Upon successful completion of the Program and Dismissal of the pending charge, Defense Counsel shall file the necessary documents to seek expunction of the criminal records for the participant's Program offense.

3.2 Under this Agreement, the legal services provided by Defense Counsel SHALL NOT INCLUDE any legal representation for Misdemeanor criminal charges, any criminal offenses involving a Program participant that occur outside of Williamson County, Texas, or any criminal matters that are not directly related to the Program eligible offense pending against the participant.

3.3 Upon the signing of an Order of Expunction in a Program participant's case, any further obligation of Defense Counsel to provide legal services to the Program participant shall be terminated.

3.4 At any time the participant is unsuccessfully terminated from the Program and his/her pending criminal case is prosecuted through the traditional criminal justice system of Williamson County, Texas, Defense Counsel's legal representation of participant will also terminate.

4. Compensation

4.1 County agrees to pay Defense Counsel a flat rate of $4750 per month, for up to 100 hrs/month of the legal services provided to participants as described in Paragraph 3.

4.2 Defense Counsel agrees to submit an invoice to County once per month on the last day of the invoiced month. Each invoice shall be submitted electronically to the Williamson County Juvenile Services' Director of Operations at jpelczar@wilco.org, or as otherwise designated, in writing, by County.

4.3 County's payment hereunder shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Defense Counsel of such an invoice of the discrepancy. Following County's notification of any discrepancy as to an invoice, Defense Counsel must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

5. Independent Contractor

5.1 It is expressly acknowledged that Defense Counsel is an independent contractor and that nothing in this Agreement is intended or shall be construed to create an employer/employee relationship between County and Defense Counsel. Defense Counsel acknowledges and agrees that he/she will not be entitled to any benefits generally provided by the County to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

It is understood and agreed that Defense Counsel shall pay all taxes, licenses, and fees levied or assessed on Defense Counsel in connection with or incident to the performance of this Agreement by any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon fees or wages of Defense Counsel, Defense Counsel's agents, employees, and representatives. Defense Counsel agrees to reimburse the County on demand for all such taxes or governmental charges, state or federal, which the County may be required or deem it necessary to pay on account of employees of Defense Counsel. Defense Counsel agrees to furnish the County with the information required to enable it to make the necessary reports and pay such taxes or charges. At its election, the County is authorized to deduct all sums so paid for such taxes and governmental charges from any fee or amounts that may be or become due to Defense Counsel.

5.2 Defense Counsel shall not be deemed or construed to be an agent or representative of County for any purposes whatsoever and Defense Counsel hereby agrees to not hold himself/herself out as a representative or agent of County. In this respect, Defense Counsel acknowledges and agrees that he/she shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court.

5.3 During the term of this agreement, Defense Counsel may provide other legal representation for individuals or entities so long as said representation does not interfere with the obligations under this Agreement.

6. Representations and Warranties

6.1 Defense Counsel represents and warrants that:

a) Defense Counsel has the authority to sign and be bound by the terms of this Agreement;

b) Defense Counsel is licensed by the State Bar of Texas and in good standing; and

c) All legal representation provided by Defense Counsel shall be performed for participants in accordance with the professional standards applicable under the Rules of Professional Responsibility.

7. Responsibility for Acts and Omissions

7.1 Defense Counsel is responsible for providing the services under this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, DEFENSE COUNSEL SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND 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 DEFENSE COUNSEL 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.

7.2 Defense Counsel expressly waives rights or claims of subrogation Defense Counsel may have against County.

8. General Terms

8.1 If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To

obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

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

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

8.4 No provision of this Agreement is intended to waive County's sovereign/governmental immunity, including but not limited to immunity from suit or immunity from liability, as provided by Title 5, Texas Civil Practice & Remedies Code, and other applicable law.

8.5 No provision of this Agreement is intended to create any third-party beneficiary.

8.6 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. When required, Defense Counsel shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

8.7 If any provision included in this Agreement is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

8.8 Written notice or communication required by or related to this Contract shall be provided to the following party representatives:

County
Attn: County Judge
710 Main Street
Suite 101
Georgetown, Texas 78626

Defense Counsel
Jo Poenitzsch, Attorney at Law
1112 South Rock Street
Georgetown, Texas 78626

With Copy To:

Williamson County Juvenile Services

Attn: Scott Matthew, MBA
Executive Director
1821 SE Inner Loop
Georgetown, Texas 78626

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

8.10 Defense Counsel acknowledges that the funding to be paid to Defense Counsel is from a grant. The obligations of the County under this Agreement do not constitute a general obligation or indebtedness of County for which the County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement if the grant funding source does not appropriate sufficient grant funds to fund the Program in the future. County may effect such termination by giving written notice of termination to Defense Counsel immediately upon notice that any such grant funding is terminated and, in such case, County shall pay Defense Counsel for all amounts incurred and earned up to date of the termination of grant funding.

8.11 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 AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on the date set forth above, to be effective as of October 1, 2020.

WILLIAMSON COUNTY	DEFENSE COUNSEL
By: _____	By: _____
Printed Name: _____	Printed Name: Jo Poenitzsch
Title: Presiding Officer of Williamson County Commissioners Court	Title: Attorney at Law

Commissioners Court - Regular Session **65.**

Meeting Date: 09/29/2020

Line Item Transfer Authorization for Balance of Fiscal Year 20

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Auditor to make any line item transfers necessary to complete the 2019-2020 budget within individual funds.

Background

This is an annual agenda item. Each year when the budget year ends, this authorization allows the County Auditor's Office to move monies around to cover any deficits within and between departmental lines.

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	09/23/2020 05:48 PM
Form Started By: Melanie Denny		Started On: 09/16/2020 02:39 PM
Final Approval Date: 09/23/2020		

Commissioners Court - Regular Session **66.**

Meeting Date: 09/29/2020

Balance Upcoming Fiscal Year Budget

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Auditor to transfer sufficient monies from cash ending balance of fiscal year 2019-2020 to balance the county budget for 2020-2021.

Background

This action is necessary for the budgets to be legally balanced and adopted each fiscal year.

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	09/23/2020 05:49 PM
Form Started By: Melanie Denny		Started On: 09/16/2020 02:42 PM
Final Approval Date: 09/23/2020		

Commissioners Court - Regular Session **67.**

Meeting Date: 09/29/2020

JP 2 Donation BA Rev 09.29.20

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the General Fund - Justice of the Peace Precinct #2 donation.

Background

Kari Baumgart has donated $200.00 to the Williamson County Justice Court Precinct 2 Mentor Program for the annual Mentoring Banquet.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	$200.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/23/2020 05:52 PM
Form Started By: Melanie Denny		Started On: 09/17/2020 03:25 PM
Final Approval Date: 09/23/2020		

Commissioners Court - Regular Session **68.**

Meeting Date: 09/29/2020

JP 2 Donation BA Exp 09/29.20

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the General Fund - Justice of the Peace Precinct #2 donation.

Background

Kari Baumgart has donated $200.00 to the Williamson County Justice Court Precinct 2 Mentor Program for the annual Mentoring Banquet.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0452.003670	Use of Donations	$200.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/23/2020 05:52 PM
Form Started By: Melanie Denny		Started On: 09/17/2020 03:26 PM
Final Approval Date: 09/23/2020		

Commissioners Court - Regular Session **69.**

Meeting Date: 09/29/2020

Animal Shelter Donations BA Rev 09.29.20

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for the Williamson County Regional Animal Shelter Donation Fund.

Background

This is for donation collections for July 2020 through September 2020.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	$30,630.33
	0546.0000.367440	Jane's Fund Donations	$6,396.73
	0546.0000.367441	Special Projects	$5,000.00
	0546.0000.367442	Play Yard Donations	$5,610.50
	0546.0000.367443	Heart Worm Donations	$7,478.70
	0546.0000.367445	SIT Team Donations	$5,010.00
	0546.0000.367447	Animal Transport Donations	$10.00
	0546.0000.370150	Sales of Pet Care Products	$1,241.50

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/23/2020 05:53 PM
Form Started By: Melanie Denny		Started On: 09/17/2020 03:41 PM
Final Approval Date: 09/23/2020		

Commissioners Court - Regular Session **70.**

Meeting Date: 09/29/2020

Animal Shelter Donations BA Exp 09.29.20

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund.

Background

This is for donation collections for July 2020 through September 2020.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	$1,241.50
	0546.0546.003670	Use of Donations	$30,630.33
	0546.0546.004100	Professional Services	$6,396.73
	0546.0546.004109	Special Needs	$5,000.00
	0546.0546.004231	Travel	$10.00
	0546.0546.004232	Training	$5,010.00
	0546.0546.004509	Facility Enhancements	$5,610.50
	0546.0546.004975	Animal Medical Care	$7,478.70

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/23/2020 05:54 PM
Form Started By: Melanie Denny		Started On: 09/17/2020 03:42 PM
Final Approval Date: 09/23/2020		

Commissioners Court - Regular Session **71.**

Meeting Date: 09/29/2020

Park Donations BA Rev 09.29.20

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Park Donations.

Background

Donation includes $440.04 in donations for firewood and other general park donations from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	$440.04

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/23/2020 05:54 PM
Form Started By: Melanie Denny		Started On: 09/17/2020 03:43 PM
Final Approval Date: 09/23/2020		

Commissioners Court - Regular Session **72.**

Meeting Date: 09/29/2020

Park Donations BA Exp 09.29.20

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Donation includes $440.04 in donations for firewood and other general park donations from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$440.04

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/23/2020 05:55 PM
Form Started By: Melanie Denny		Started On: 09/17/2020 03:43 PM
Final Approval Date: 09/23/2020		

Commissioners Court - Regular Session **73.**

Meeting Date: 09/29/2020

Williamson County EMS Donation

Submitted For: Michael Knipstein **Submitted By:** Theresia Carter, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for EMS Donations.

Background

Williamson County EMS has received donations from Linda Davidson, Jessica Toothman and SMITH Protective Management in memoriam of Lisa Dalton.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367401	EMS Donations	$300.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/23/2020 05:37 PM
Form Started By: Theresia Carter		Started On: 09/23/2020 04:14 PM
Final Approval Date: 09/23/2020		

Commissioners Court - Regular Session **74.**

Meeting Date: 09/29/2020

Williamson County EMS Donation Received

Submitted For: Michael Knipstein **Submitted By:** Theresia Carter, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the use of EMS Donations.

Background

Place $300.00 donation from Linda Davidson, Jessica Toothman and SMITH Protective Management in memoriam of Lisa Dalton into the EMS line item 003670.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.003670	Use of Donations	$300.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/23/2020 05:36 PM
Form Started By: Theresia Carter		Started On: 09/23/2020 04:27 PM
Final Approval Date: 09/23/2020		

Commissioners Court - Regular Session **75.**

Meeting Date: 09/29/2020

Exemption for Elections Tenex Pollbooks Add-on Module

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 the purchase of an add-on Module for Election's poll books in the amount of $12,000 and exempting Tenex Software Solutions from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(7)(D) captive replacement components for equipment.

Background

Approval of this purchase will support the operations of the Williamson County Elections Department in the upcoming Presidential Election. The original purchase of the poll books from Tenex Software Solutions did not include the Election Response software module that allows 2-way communication amongst poll workers through the poll books. Quote attached outlines the $12,000 per year cost for the module. IT has reviewed this purchase. This expenditure will be charged to 01.0377.0377.004506. Department contact is Christopher Davis.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/24/2020 09:03 AM
County Judge Exec Asst.	Andrea Schiele	09/24/2020 09:05 AM
Form Started By: Erica Smith		Started On: 09/23/2020 03:45 PM
Final Approval Date: 09/24/2020		

TENEX SOFTWARE SOLUTIONS

5021 W. Laurel Street, Tampa, FL 33607
(813) 618-3639 | info@tenexsolutions.com

Williamson County, TX Election Response Software Quote

Date: **September 22, 2020**
To: Williamson County, ID Election
From: Tenex Software Solutions, Inc

Item #	Product Description	Quantity	Unit Price	Total
1	Software - Election Response Yearly Software License Year 1 (Help Desk & Issue Tracking)	1	$ 12,000.00	$ 12,000.00
2	Service - Remote Training	1	Included	Included
		Year 1 - Total Purchase Price:		**$ 12,000.00**

Item #	Annual Software License & Maintenance Fees	Quantity	Unit Price	Total
3	Election Response Yearly Software License (per year, after year 1)	1	$ 12,000.00	$ 12,000.00

Commissioners Court - Regular Session **76.**

Meeting Date: 09/29/2020

Appointment of election judges and and alternate judges

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the appointment of election Judges and Alternate Judges to serve for a one year term beginning September 1, 2020 and ending August 31, 2021.

Background

Pursuant to Texas Election Code Chapter 32, Appointment of Election Judges, the county chairs of the Republican Party and Democratic Party have provided names for Judges and Alternate Judges to serve as election officials for a one-year term beginning on September 1, 2020 and ending on August 31, 2021. Attached is the list of names proposed for Commissioners Court consideration and, if approved, appointment of these individuals to serve in their capacities as Election Day Judges and Alternate Judges on November 3, 2020. This year our certification of election officials will be contingent on retraining in the use of our new TENEX epollbook system. We have worked in conjunction with both Parties to present this list. As per section 32.002(c) we will continue to accept and train identified individuals for both Parties to fill vacancies.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Election judges and alts

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/24/2020 10:38 AM
Form Started By: Jenifer Favreau		Started On: 09/23/2020 03:20 PM
Final Approval Date: 09/24/2020		

Appointment of Judges and Alternate Judges for Joint General and Special Elections
Tuesday, November 3, 2020

On this the 28th day of September, 2020, the Commissioners Court of Williamson County, Texas does hereby appoint the following persons as Vote Center Election Judge and Alternate to serve for a one year term which begins on September 1, 2020 and ends on August 31, 2021.

Location	Party	Judge		Party	Alternate Judge	
Anderson Mill Limited 11500 El Salido Parkway, Austin	D	Becky	Bingham	R	Kathryn	Rightmyer
Bethany United Methodist Church 10010 Anderson Mill Rd, Austin	D	Dwight	Adair	R	J.Mike	Sanders
Gateway Church 7104 McNeil Dr, Austin	D	David	Roberts	R	Sidney	Fiegel
Hartfield Performing Arts Center 5800 McNeil Dr, Austin	D	Lynn	Morlier	R	Anna	Golden
Kelly Reeves Athletic Complex 10211 W Parmer Lane, Austin	R	Stephanie	Blaschke	D	Cathy	Morgan
Lord of Life Lutheran Church 9700 Neenah Ave, Austin	D	Jan	Pelosi	R	Dan	Harrison
Pinballz Lake Creek 13729 N US 183 Hwy, Austin	D	Glen	Peck	R	Cynthia	Nelson
Rattan Creek Park Community Center 7617 Elkhorn Mountain Trail, Austin	D	Tracy	McClain	R	Benny	Childers
Spicewood Springs Library 8637 Spicewood Springs Rd, Austin	D	Sheila	Andrews	R	Julia	Lennous
Bartlett Town Hall 140 W Clark St , Bartlett	D	Bart	Rex	R	Carolynn	Tannehill
Cedar Park High School 2150 Cypress Creek Rd, Cedar Park	R	David	Zaharias	D	Harriet	Horton
Cedar Park Library 550 Discovery Blvd, Cedar Park	R	Marcie	Thiessen	D	Sara	Groff
Cedar Park Randalls 1400 Cypress Creek Rd, Cedar Park	R	Sandy	Martin	D	Mina	Rathbun
Cedar Park Recreation Center 1435 Main St Town Center, Cedar Park	D	Art	Dominguez	R	Cheryl	Small

Appointment of Judges and Alternate Judges for Joint General and Special Elections
Tuesday, November 3, 2020

Mason Elementary School 1501 N Lakeline Blvd, Cedar Park	R	Araceli	Santos	D	to be filled	
Vista Ridge High School 200 S Vista Ridge Blvd, Cedar Park	R	Jon	Jewett	D	Jesse	Soliz
St Peter's Church of Coupland 108 Wathen Street, Cedar Park	R	Rod	Johnson	D	Randall	Craig
Andice Community Center 6600 FM 970 , Florence	R	David	Kohn	D	Susan	Douglas
Florence High School - Gymnasium 401 FM 970, Florence	R	Robert	Wemheuer	D	Laurie	Born
Cowan Creek Amenity Center 1433 Cool Spring Way, Georgetown	R	Sharon	Duke	D	John	Applewhaite
First Baptist Church-Georgetown 1333 W University Ave, Georgetown	R	Mark	Pavlovich	D	Roger	Chapaweston
Georgetown Annex 100 Wilco Way, HR108, Georgetown	R	Anna	Hughes	D	Ginny	Torres
Georgetown Housing Authority 210 W 18th Street, Bldg 1, Georgetown	R	to be filled		D	Owen	Woodard
Georgetown Randalls 5721 Williams Dr, Georgetown	R	Tony	Livermore	D	Mary	Griffith
GISD Technology and Nutrition Building 603 Lakeway Dr, Georgetown	R	Brad	Stutzman	D	Bill	Spangenberg
Parks and Recreation Administration Building 1101 N College St, Georgetown	R	Debbie	Helms	D	Mary	Finkelstein
Southwestern University-Robertson Center 930 Southwestern Blvd, Georgetown	D	Diane	Smith	R	Cynthia	Covert
The Worship Place 811 Sun Ciity Blvd, Georgetown	R	Cathy	Cody	D	Lynn	Mann
First Baptist Church 301 E. Mesquite, Granger	R	Mary	Pavlat	D	Deborah	Spanel
Wilco Hutto Annex 321 Ed Schmidt Blvd, Suite 100, Hutto	R	Frances	Albert	D	Jose	Orta

Appointment of Judges and Alternate Judges for Joint General and Special Elections
Tuesday, November 3, 2020

Hutto ISD Administration Building 200 College St, Hutto	D	Larry	Hosek	R	Alexandria	Farrar
Jarrell ISD Administration 108 E Avenue F, Jarrell	R	Phil	Papick	D	Terri	Fidelholtz
Leander Church of Christ 300 Crystal Falls Parkway, Leander	D	Rosario	Guitierrez	R	Joann	Lattrell
Leander High School 3301 S Bagdad Rd, Leander	R	Gaylon	George	D	Ann	Cole
Leander Public Library 1011 S Bagdad Rd, Leander	R	Bobbi	Price	D	Patty	Coville
Pat Bryson Municipal Hall 201 N Brushy St, Leander	R	Janet	Hampton	D	Logan	Pillay
Rouse High School 1222 Raider Way, leander	R	James	Crabtree	D	Roslyn	Littles
The Crossover 1717 Scottsdale Dr, Leander	R	John	Coronado	D	to be filled	
Liberty Hill High School 16500 W SH 29, Liberty Hill	R	Wes	Griffin	D	David	Tropea
Liberty Hill Municipal Court 2801 RR 1869, Liberty Hill	R	Melissa	Engman	D	Greg	Estep
Santa Rita Ranch House 175 Elizabeth Park Rd, Liberty Hill	R	Jennifer	Pollastro	D	Linda	Baer-Austin
Baca Senior Center 301 W Bagdad Ave Bldg. 2, Round Rock	D	Irene	Franco	R	Cindy	Strong
Brushy Creek Comunity Center 16318 Great Oaks Dr , Round Rock	R	Tracy	Colello	D	Birda	Garrett
Cedar Ridge High School 2801 Gattis School Rd, Round Rock	R	Azucena	Overman	D	Bob	Gier
Dell Diamond - United Heritage Center 3400 Palm Valley Blvd, Round Rock	R	Sonia	McMasters	D	to be filled	
Fern Bluff MUD Community Center 7320 Wyoming Springs Dr, Round Rock	D	Meg	Walsh	R	David	Dziadziola

Appointment of Judges and Alternate Judges for Joint General and Special Elections
Tuesday, November 3, 2020

Round Rock Presbyterian Church 4010 Sam Bass Rd, Round Rock	R	Darryl	Pool	D	Denise	Gordon
Round Rock Randalls 2051 Gattis School Road, Round Rock	D	Keith	Huffstutler	R	to be filled	
Round Rock Sports Center 2400 Chisholm Trail, Round Rock	R	Donna	Harp	D	Emil	Fred
Sleep Inn & Suites 1980 South IH 35, Round Rock	D	Blane	Conklin	R	Ronny	Risinger
Teravista Community Center 4211 Teravista Club Dr, Round Rock	R	Dan	Garza	D	Edgar	Finkelstiern
The Fellowship Church of Round Rock 3379 Gattis School Rd, Round Rock	R	Rick	Pitts	D	Jeff	Ferris
Williamson County Jester Annex 1801 E Old Settlers Blvd, Round Rock	R	Bill	Fairbrother	D	Earl	White
Main Street Events Center 3101 North Main St, Taylor	R	Gayle	Collins	D	Mary	Chapa
Taylor City Hall 400 Porter St, Taylor	D	Elizabeth	Villarreal	R	Michael	Prillaman
St John Lutheran Church 409 S Main St, Taylor	R	Bryan	Smith	D	Barbara	Yerby
First Baptist Church of Weir 315 FM 1105, Weir	R	Donna	Johnson	D	Tim	Kubatzky

Signed this _____day of September, 2020

Bill Gravel, Jr, County Judge

Commissioners Court - Regular Session **77.**

Meeting Date: 09/29/2020

Order authorizing joint election

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take any appropriate action regarding the authorization for Williamson County to participate in a joint election with other political subdivisions to be conducted on November 3, 2020.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order of joint election

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/24/2020 10:39 AM
Form Started By: Jenifer Favreau		Started On: 09/23/2020 03:26 PM
Final Approval Date: 09/24/2020		

ORDER AUTHORIZING
WILLIAMSON COUNTY TO PARTICIPATE IN JOINT ELECTION

On this 29th day of September, 2020, the Commissioners Court of Williamson County, Texas, does hereby authorize Williamson County to participate in a joint election with other political subdivisions that order their elections by the date prescribed by the Secretary of State as the final day to order an election, described, as follows:

City of Austin
City of Bartlett
City of Coupland
City of Cedar Park
City of Florence
City of Georgetown
City of Granger
City of Hutto
City of Jarrell
City of Liberty Hill
City of Pflugerville
City of Round Rock
City of Taylor
Burnet CISD
Georgetown ISD
Hutto ISD
Liberty Hill ISD
Leander ISD
Lexington ISD
Pflugerville ISD
Round Rock ISD
Thorndale ISD
Taylor ISD
Jarrell ISD
Block House MUD
North Austin MUD 1
Williamson-Travis Co MUD 1
Ranch at Cypress Creek MUD – 1
Wells Branch MUD – 1
Highlands at Mayfield Ranch MUD
Parkside on the River MUD 1
Round Rock MUD 2
Shell Road MUD
Williamson County MUD 21
Upper Brushy Creek WCID
Williamson Co ESD 7 – Florence

and collectively, including Williamson County, are referred to hereinafter as the "**Participating Authorities**", to each hold an election on November 3, 2020; and;

WHEREAS, each of the Participating Authorities (i) is located partially or entirely within Williamson County, Texas (the "**County**"), and (ii) shares an election precinct with at least one other Participating Entity; and;

WHEREAS, the County has contracted or is contracting with each Participating Entity to conduct and provide election services for such Participating Entity's November 3, 2020, election; and;

WHEREAS, the Participating Authorities all desire to enter into a joint election agreement for the purpose of sharing election equipment, costs, election officials, and polling locations, and election ballots where appropriate; and agree as follows:

The Participating Entities shall enter into a Joint Election Agreement and Contract for Election Services ("**Agreement**") for the conduct of the elections to be held on November 3, 2020.

The Participating Authorities appoint Christopher J. Davis, Williamson County Elections Administrator, to serve as the Early Voting Clerk and the Election Officer for each Participating Entity in order to perform and supervise the duties and responsibilities for the conduct of the November 3, 2020, elections.

Early voting in person and election day voting shall be held in common precincts where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of each Participating Entity.

Issued this the _____ day of September, 2020.

_____
Bill Gravell, Jr., County Judge

Commissioners Court - Regular Session **78.**

Meeting Date: 09/29/2020

Notice of Election Vote Centers

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action approving issuance of a Notice of General Election and approval of the Vote Center locations to be used for the elections to be held November 3, 2020.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Notice of election

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/24/2020 10:40 AM
Form Started By: Jenifer Favreau		Started On: 09/23/2020 03:38 PM
Final Approval Date: 09/24/2020		

NOTICE OF GENERAL ELECTION
AVISO DE ELECCION GENERAL

To the registered voters of the County of Williamson, Texas;
A los votantes registrados del Condado de Williamson, Texas:

Notice is hereby given that the polling places listed below will be open from 7 a.m. to 7 p.m., November 3, 2020, for voting in a general election to elect the president and vice-president, Members of Congress, Members of the Legislature, and state, district, county, and precinct officers.

Notifiquese, por las presente, que las casillas electorales citadas abajo se abrirán desde las 7 a.m. hasta las 7 p.m. el 3 de noviembre de 2020 para votar en la Elección General para elegir el presidente y vice-presidente, Miembros del Congreso, Miembros de la Legislatura, y oficiales del estado, distrito, condado, y del precincto.

On Election Day, Williamson County registered voters may vote at any one of the following Williamson County Vote Center locations:
El Día de la Elección, los votantes registrados en el Condado de Williamson deberán votar en cualquiera de los siguientes Centros de Votación en el Condado de Williamson.

ELECTION DAY VOTE CENTERS:
UBICACIÓN DE LOS CENTROS DE VOTACIÓN EN EL DIA DE LA ELECCIÓN:

City (ciudad)	Location (ubicación)	Address (la dirección)	Zip
AUSTIN	Anderson Mill Limited District	11500 El Salido Parkway	78750
	Bethany United Methodist Church	10010 Anderson Mill Road	78750
	Gateway Church	7104 McNeil Drive	78729
	Hartfield Performing Arts Center	5800 McNeil Drive	78729
	Pinballz Lake Creek	13729 N US 183 Hwy	78750
	Kelly Reeves Athletic Complex	10211 W Parmer Lane	78717
	Lord of Life Lutheran Church	9700 Neenah Avenue	78717
	Rattan Creek Park Community Center	7617 Elkhorn Mountain Trail	78729
	Spicewood Springs Library	8637 Spicewood Springs Rd	78759
BARTLETT	Bartlett Town Hall	140 W Clark Street	76511
CEDAR PARK	Cedar Park High School	2150 Cypress Creek Road	78613
	Cedar Park Library	550 Discovery Boulevard	78613
	Cedar Park Randalls	1400 Cypress Creek Road	78613
	Cedar Park Recreation Center	1435 Main St- Town Center	78613
	Mason Elementary School	1501 N Lakeline Boulevard	78613
	Vista Ridge High School	200 S Vista Ridge Boulevard	78613
COUPLAND	St Peter's Church of Coupland	108 Wathen Street	78615
FLORENCE	Andice Community Center	6600 FM 970	76527
	Florence High School Gymnasium	401 FM 970	76527
GEORGETOWN	Cowan Creek Amenity Center	1433 Cool Spring Way	78633
	First Baptist Church-Georgetown	1333 W University Avenue	78628
	Georgetown Annex	100 Wilco Way HR108	78626
	Georgetown Housing Authority	210 W 18th Street, Building 1	78626
	Georgetown Randalls	5721 Williams Drive	78633
	GISD Technology and Nutrition Bldg	603 Lakeway Drive	78628
	Parks and Recreation Admin Bldg	1101 N College Street	78626
	Southwestern Univ.-Robertson Cntr	930 Southwestern Boulevard	78626
	The Worship Place	811 Sun City Boulevard	78633
GRANGER	First Baptist Church	301 E. Mesquite	76530
HUTTO	Hutto Administration Building	200 College Street	78634
	Wilco Hutto Annex	321 Ed Schmidt Blvd. Ste. 100	78634
JARRELL	Jarrell ISD Administration	108 E Avenue F	76537
LEANDER	Leander Church of Christ	300 Crystal Falls Parkway	78641
	Leander High School	3301 S Bagdad Road	78641
	Leander Public Library	1011 S Bagdad Road	78641
	Pat Bryson Municipal Hall	201 N Brushy Street	78641
	Rouse High School	1222 Raider Way	78641
	The Crossover	1717 Scottsdale Drive	78641
LIBERTY HILL	Liberty Hill Municipal Court	2801 RR 1869	78642
	Liberty Hill High School	16500 W SH 29	78642
	Santa Rita Ranch House	175 Elizabeth Park Road	78642

ROUND ROCK	Baca Senior Center	301 W Bagdad Ave., Bldg 2	78664
	Brushy Creek Community Center	16318 Great Oaks Drive	78681
	Cedar Ridge High School	2801 Gattis School Road	78664
	Fern Bluff MUD Community Center	7320 Wyoming Springs Drive	78681
	Round Rock Presbyterian Church	4010 Sam Bass Road	78681
	Round Rock Randalls	2051 Gattis School Road	78664
	Round Rock Sports Center	2400 Chisholm Trail	78681
	Sleep Inn & Suites	1980 South IH 35	78681
	Teravista Community Center	4211 Teravista Club Drive	78665
	The Fellowship Church of Round Rock	3379 Gattis School Road	78664
	Dell Diamond - United Heritage Center	3400 East Palm Valley Rd.	78665
	Williamson County Jester Annex	1801 E Old Settlers Boulevard	78664
TAYLOR	Main Street Events Center	3101 North Main Street	76574
	Taylor City Hall	400 Porter Street	76574
THRALL	St John Lutheran Church	409 S Main Street	76578
WEIR	First Baptist Church of Weir	315 FM 1105	78674

WILLIAMSON COUNTY EARLY VOTING SCHEDULE
Horario de la Votación Adelantada del Condado de Williamson

Dates and Times for Full-Time Locations:
Fechas y horarios para las localidades de tiempo completo

Tuesday, October 13 through Friday, October 30	7:00 am to 7:00 pm
Del Martes 13 de octubre al Viernes 30 de octubre	*7:00 am – 7:00 pm*
Sunday, October 18 and Sunday, October 25	1:00 pm to 6:00 pm
Domingo, 18 de octubre y Domingo, 25 de octubre	*1:00 pm – 6:00 pm*

Main Location *Localidad Central:*
Georgetown Annex *(Anexo del Georgetown),*
100 Wilco Way HR108, Georgetown

Please contact the Williamson County Elections Office, 512-943-1630, or visit our website (http://www.wilco.org/Elections) for a complete list of early voting locations.

Por favor póngase en contacto con la Oficina de Elecciones del Condado de Williamson, 512-943-1630, o visite nuestro sitio web (https://www.wilco.org/Departments/Elecciones) *para una lista completa de los lugares de votación adelantada.*

Applications for ballot by mail shall be mailed to:
Las solicitudes para boletas de votación adelantada por correo deberán enviarse a:

EARLY VOTING CLERK	*Secretario de la Votación Adelantada*
P. O. Box 209	*P. O. Box 209*
Georgetown, TX 78627	*Georgetown, TX 78627*

Applications for ballots by mail must be received no later than the close of business on October 23, 2020.
Las solicitudes para boletas de votación adelantada por correo, deberán recibirse para el fin de las horas de negocio el 23 de octubre del 2020.

Issued this the _____ day of September, 2020.
Emitida este día _____ de septiembre, 2020.

_____
Bill Gravell, Jr., County Judge *(Juez del Condado)*

Commissioners Court - Regular Session **79.**

Meeting Date: 09/29/2020

Acceptance of CTCL grant

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Grant Agreement between Williamson County and the Center for Tech and Civic Life (CTCL) relating to the issuance of $263,644.00 grant funds from the CTCL COVID-19 Response Grant Program to be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Williamson County in 2020.

Background

The amount of the grant shall be expended on the following specific election administration needs: Non-partisan voter education, personal protective equipment (PPE) for staff, poll workers, or voters, poll worker recruitment funds, hazard pay, and/or training expenses, polling place rental and cleaning expenses for early voting or Election Day, temporary staffing, voting materials in languages other than English, and vote-by-mail/absentee voting equipment or supplies. The County may allocate grant funds among those needs, or to other public purposes listed in the grant application, without further notice to or permission of CTCL.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CTCL grant agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/24/2020 10:41 AM
Form Started By: Jenifer Favreau		Started On: 09/23/2020 04:29 PM
Final Approval Date: 09/24/2020		

CENTER FOR TECH AND CIVIC LIFE

September 18, 2020

Williamson County, Texas

Elections Administrator

301 SE Inner Loop, Ste. 104

Georgetown, TX 78626

Dear William Gravell,

I am pleased to inform you that based on and in reliance upon the information and materials provided by Williamson County, the Center for Tech and Civic Life ("CTCL"), a nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award a grant to support the work of the Williamson County Elections Administrator ("Grantee").

The following is a description of the grant:

AMOUNT OF GRANT: $263,644.00 USD

PURPOSE: The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Williamson County in 2020 ("Purpose").

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement ("Grant Agreement") and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and regulations of your state and

jurisdiction ("Applicable Laws"). Specifically, by signing this letter Grantee certifies and agrees to the following:

1. Grantee is a local government unit or political subdivision within the meaning of IRC section 170(c)(1).
2. This grant shall be used only for the Purpose described above, and for no other purposes.
3. Grantee has indicated that the amount of the grant shall be expended on the following specific election administration needs: Non-partisan voter education, Personal protective equipment (PPE) for staff, poll workers, or voters, Poll worker recruitment funds, hazard pay, and/or training expenses, Polling place rental and cleaning expenses for early voting or Election Day, Temporary staffing, Voting materials in languages other than English, and Vote-by-mail/Absentee voting equipment or supplies. Grantee may allocate grant funds among those needs, or to other public purposes listed in the grant application, without further notice to or permission of CTCL.
4. Grantee shall not use any part of this grant to make a grant to another organization, except in the case where the organization is a local government unit or political subdivision within the meaning of IRC section 170(c)(1) or a nonprofit organization tax-exempt under IRC section 501(c)(3), and the subgrant is intended to accomplish the Purpose of this grant. Grantee shall take reasonable steps to ensure that any such subgrant is used in a manner consistent with the terms and conditions of this Grant Agreement, including requiring that subgrantee agrees in writing to comply with the terms and conditions of this Grant Agreement.
5. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs may be applied to the grant. The Grantee shall expend the amount of this grant for the Purpose by December 31, 2020.
6. Grantee is authorized to receive this grant from CTCL and certifies that (a) the receipt of these grant funds does not violate any Applicable Laws, and (b) Grantee has taken all required, reasonable and necessary steps to receive, accept and expend the grant in accordance with the Purpose and Applicable Law.
7. The Grantee shall produce a brief report explaining and documenting how grant funds have been expended in support of the activities described in paragraph 3. This report

shall be sent to CTCL no later than January 31, 2021 in a format approved by CTCL and shall include with the report a signed certification by Grantee that it has complied with all terms and conditions of this Grant Agreement.

8. This grant may not supplant previously appropriated funds. The Grantee shall not reduce the budget of the Elections Administrator ("the Election Department") or fail to appropriate or provide previously budgeted funds to the Election Department for the term of this grant. Any amount supplanted, reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.
9. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above terms and conditions of this grant have not been met, or (b) CTCL is required to do so to comply with applicable laws or regulations.
10. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs for the Purpose may be applied to the grant.

Your acceptance of and agreement to these terms and conditions and this Grant Agreement is indicated by your signature below on behalf of Grantee. Please have an authorized representative of Grantee sign below, and return a scanned copy of this letter to us by email at grants@techandciviclife.org.

On behalf of CTCL, I extend my best wishes in your work.

Sincerely,

tiana m. johnson

Tiana Epps Johnson

Executive Director

Center for Tech and Civic Life

GRANTEE

By: _____

Title: _____

Date:_____

Commissioners Court - Regular Session **80.**

Meeting Date: 09/29/2020

Temporary pay increase for poll workers

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a temporary hazard pay increase of $3.00 per hour for election presiding judges, supervisors and clerks working during early voting and/or election day for the November 3, 2020 election using funds from the Center for Tech and Civic Life (CTCL) grant. Authorization is being requested pursuant to Texas Election Code Section 32.093 requiring compensation of election judges and clerks to be fixed by the commissioners court for an election ordered by the governor.

Background

Election workers are an essential part of every election. The COVID-19 pandemic has now brought an unprecedented element to the requirements of working an election. As the Texas Election Code does not allow for the screening of voters for COVID-19 symptoms, prohibit any voter exhibiting symptoms of COVID-19 from entering a polling location nor require voters to don face coverings while in the polling location, workers are being asked to potentially expose themselves to those with COVID-19. While precautions are in place to keep our polling locations safe, not all risk can be mitigated. Early voting supervisors and election day presiding judges are currently paid $12/per hour for their service. Election clerks are paid $10/per hour. These rates have been in place since 2013. Pursuant to Texas Administrative Code Rule §81.120 all election day workers were paid $12/per hour for the July 14th Democratic Runoff Election, which was the first election to be conducted while contending with the COVID-19 pandemic. Given the scale of the November 3, 2020 election and resulting risk of contracting COVID-19 and to alleviate some of the hesitation of workers to agree to work based on current compensation rates, the Williamson County Elections Department is seeking approval to use funds from the $263,644.00 CTCL grant to increase poll worker pay for the November 3, 2020 election only to $15/per hour for early voting supervisors and election judges and to $13/per hour for early voting and election day clerks. The total amount of this increase is estimated at $192,000.00 and falls within accepted parameter of the grant funds.

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	09/24/2020 10:42 AM
Form Started By: Jenifer Favreau		Started On: 09/23/2020 04:39 PM
Final Approval Date: 09/24/2020		

Commissioners Court - Regular Session **81.**

Meeting Date: 09/29/2020

Central counting station appointments for November 3, 2020 election

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action for establishing Central Counting Station and appointment of officers to serve at the Central Counting Station for the election to be held on November 3, 2020.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order Estbl CCS

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/24/2020 10:43 AM
Form Started By: Jenifer Favreau		Started On: 09/23/2020 05:56 PM
Final Approval Date: 09/24/2020		

ORDER

ESTABLISHING CENTRAL COUNTING STATION
JOINT GENERAL AND SPECIAL ELECTIONS
November 3, 2020

On this 29th day of September, 2020, the Commissioners Court of Williamson County, Texas, does hereby establish one Central Counting Station for counting the ballots for the Joint General and Special Elections being held on Tuesday, November 3, 2020. The Central Counting Station shall be established and organized pursuant to Chapter 127, Subchapter "A," of the Election Code.

The Central Counting Station shall be located at the Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown, Texas.

The following officers are appointed to serve at the Central Counting Station:

Christopher J. Davis, Counting Station Manager;
Brandon Jenkins, Tabulation Supervisor;
Julie Seippel, Assistant to Tabulation Supervisor;
Susan Cramer, Presiding Judge; and,
Jose Orta, Alternate Presiding Judge

SIGNED this _____ day of September, 2020.

_____
Bill Gravell, Jr., County Judge

Commissioners Court - Regular Session **82.**

Meeting Date: 09/29/2020

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 08:15 AM
Form Started By: Vicky Edwards		Started On: 08/20/2020 11:49 AM
Final Approval Date: 08/21/2020		

Commissioners Court - Regular Session **83.**

Meeting Date: 09/29/2020

1907-333 O'Connor Traffic Signals Change Order No 1

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. 1 in the amount of $19,683.04 for O'Connor Traffic Signals (Champion Infrastructure), a Road Bond project in Commissioner Pct. 1.
P: 329 Funding: Road Bond

Background

This Change Order adds a new item to compensate the Contractor for extra work to install conduits under the existing roadway via "open-cut" method at the Liberty Walk intersection and to repair storm sewer pipes that were damaged while attempting directional drilling. Due to various utility conflicts encountered within the constrained right of way at the Liberty Walk intersection, it is not feasible to install conduits under the existing roadway by directional drilling as specified in the Contract. Conduit crossings must be installed via "open-cut" method, which requires different equipment, additional traffic control, and pavement repair. This Change Order is for work performed in July and August 2020 only. The conduit work at the Liberty Walk intersection is not yet completed. The remainder will be included in subsequent change orders. This Change Order also subtracts bid quantities for conduit items that will not be used at the Liberty Walk intersection after switching to the "open-cut" method.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1907-333 O'Connor Traffic Signals Change Order No 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/24/2020 11:48 AM
Form Started By: Dawn Haggard		Started On: 09/17/2020 11:36 AM
Final Approval Date: 09/24/2020		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **Champion Infrastructure**

2. Change Order Work Limits: Sta. **N/A** to Sta. **N/A**

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:	***1907-333***
Roadway:	**O'Connor Traffic Signals**
CSJ Number:	

5. Describe the work being revised:

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order adds a new item to compensate the Contractor for extra work to install conduit crossings via open-cut method and to repair storm sewer pipes that were damaged while attempting directional drilling. This Change Order also subtracts bid quantities for conduit items that will not be used at Liberty Walk intersection after switching to open-cut method.

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: ☐ 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 9/17/2020

By Maury Milliorn Digitally signed by Maury Milliorn Date: 2020.09.17 09:23:07 -05'00'

Typed/Printed Name Maury Milliorn

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$19,683.04**

RECOMMENDED FOR EXECUTION:

James D. Kerr P.E. 9/17/20
Project Manager Date

N/A
Design Engineer Date

9/17/2020
Program Manager Date

Design Engineer's Seal:

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: *1* ***Project #*** *1907-333*

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
999-WC02	LIBERTY WALK - CONDUITS (OPEN CUT) AND STORM SEWER PIPE REPAIR	LS	$53,783.04	0.00	$0.00	1.00	1.00	$53,783.04	$53,783.04
618-6046	CONDT (PVC) (SCH 80) (2")	LF	$20.00	670.00	$13,400.00	(120.00)	550.00	$11,000.00	($2,400.00)
618-6047	CONDT (PVC) (SCH 80) (2")(BORE)	LF	$30.00	790.00	$23,700.00	(80.00)	710.00	$21,300.00	($2,400.00)
618-6053	CONDT (PVC) (SCH 80) (3")	LF	$20.00	685.00	$13,700.00	(305.00)	380.00	$7,600.00	($6,100.00)
618-6054	CONDT (PVC) (SCH 80) (3")(BORE)	LF	$40.00	1,830.00	$73,200.00	(580.00)	1,250.00	$50,000.00	($23,200.00)
TOTALS					$124,000.00			$143,683.04	$19,683.04

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

O'Connor Traffic Signals
Williamson County Project No. 1907-333

Change Order No. 1

Reason for Change

This Change Order adds a new item to compensate the Contractor for extra work to install conduits under existing roadway via "open-cut" method at Liberty Walk intersection and to repair the storm sewer pipes that were damaged while attempting directional drilling. Due to various utility conflicts encountered within the constrained right of way at Liberty Walk intersection, it is not feasible to install conduits under existing roadway by directional drilling as specified in the Contract. Conduit crossings have to be installed via "open-cut" method, which requires different types of equipment, additional traffic control and pavement repair, etc. This Change Order is for the work performed in July and August 2020 only. The conduit work at Liberty Walk intersection is not yet completed. The remainder will be included in the subsequent change orders.

This Change Order also subtracts bid quantities for conduit items that will not be used at Liberty Walk intersection after switching to open-cut method.

Following is a summary of the new item required for this Change Order:

ITEM	DESCRIPTION	QTY	UNIT
999-WC02	LIBERTY WALK - CONDUITS (OPEN CUT) AND STORM SEWER PIPE REPAIR	1	LS

This Change Order results in an increase of $19,683.04 to the Contract amount, for an adjusted Contract total of $873,186.54. The original Contract amount was $853,503.50. Because of this Change Order, $19,683.04 has been added to the Contract, resulting in a 2.31% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation
James Klotz, P.E.

Summary of Force Account Work for Signals at Liberty Walk Intersection due to Differing Site Conditions
(07/30/2020 Through 08/31/2020)

Date	Activities	Labor	55% Labor Burden (Insurance + Tax)	Equipment	Traffic Control Sub	Law Enforcement	Material	15% Mark-up	1% Bond	Total
30-Jul	Additional Exploratory Work at SW and SE corner to locate waterline that was marked at wrong location	$ 79.88	$ 43.93	$ 189.32	$ 2,246.25			$ 383.91	$ 29.43	$ 2,972.72
31-Jul	Additional exploratory work in O'Connor median to locate illumination conduits and irrigation supply line	$ 79.88	$ 43.93	$ 189.32	$ 2,095.00			$ 361.22	$ 27.69	$ 2,797.04
10-Aug	Preparation for open cutting Liberty Walk just north of O'Connor	$ 402.88	$ 221.58	$ 712.88				$ 200.60	$ 15.38	$ 1,553.32
11-Aug	Open-cutting Liberty Walk, Run R16 just north of O'Connor, for storm sewer repair and conduit installation	$ 744.88	$ 409.68	$ 662.88	$ 1,353.13			$ 475.58	$ 36.46	$ 3,682.61
12-Aug	Open trenching outside road to extend Run #2 & prep for open cutting south of O'Connor	$ 532.63	$ 292.94	$ 689.12				$ 227.20	$ 17.42	$ 1,759.31
13-Aug	Open cutting Liberty Walk, Run R9, just south of O'Connor, for conduit crossing	$ 633.88	$ 348.63	$ 689.12		$ 1,049.75		$ 408.21	$ 31.30	$ 3,160.88
14-Aug	Open cutting EB O'Connor for Run R14	$ 596.00	$ 327.80	$ 3,946.51	$ 2,814.50	$ 1,040.00		$ 1,308.72	$ 100.34	$ 10,133.87
15-Aug	Open trench to extend conduit outside roadway at NE corner	$ 279.50	$ 153.73	$ 396.44				$ 124.45	$ 9.54	$ 963.66
17-Aug	Open trench to install conduit Run R17 at NE corner	$ 491.25	$ 270.19	$ 689.12				$ 217.58	$ 16.68	$ 1,684.82
18-Aug	Repair storm sewer under EB left turn lane on O'Connor	$ 813.13	$ 447.22	$ 989.12				$ 337.42	$ 25.87	$ 2,612.75
19-Aug	Repair storm sewer under EB left turn lane on O'Connor	$ 651.50	$ 358.33	$ 989.12				$ 299.84	$ 22.99	$ 2,321.77
20-Aug	Open trench to extend/install conduit outside roadway at SW corner	$ 550.25	$ 302.64	$ 689.12				$ 231.30	$ 17.73	$ 1,791.04
21-Aug	Open trench to extend/install conduit outside roadway at SW corner	$ 276.00	$ 151.80	$ 2,308.05				$ 410.38	$ 31.46	$ 3,177.69
24-Aug	Open trench to extend/install conduit outside roadway at SW corner	$ 420.50	$ 231.28	$ 689.12				$ 201.13	$ 15.42	$ 1,557.45
25-Aug	Open trench to extend/install conduit outside roadway at SW corner	$ 348.88	$ 191.88	$ 599.80				$ 171.08	$ 13.12	$ 1,324.76
26-Aug	Open trench to extend/install conduit outside roadway at SW corner	$ 419.38	$ 230.66	$ 599.80				$ 187.47	$ 14.37	$ 1,451.68
27-Aug	Open trench to extend/install conduit outside roadway at SW corner	$ 374.75	$ 206.11	$ 555.14				$ 170.40	$ 13.06	$ 1,319.47
28-Aug	Open trench to extend conduit outside roadway at SE corner	$ 223.25	$ 122.79	$ 2,129.41				$ 371.32	$ 28.47	$ 2,875.23
7/30 to 8/31	Materials						$ 5,719.31	$ 857.90	$ 65.77	$ 6,642.98
	Total (7/30 to 8/31)									$ 53,783.04

CHAMPION INFRASTRUCTURE LLC

COUNTY: Williamson
PROJECT: 1907-333
CSJ NO: 1907-333
CHAMPION JOB NO: 190814

DATE: 30-Jul-20
ITEM: 999-WC01
QTY: 1 LS
DESC: Force Account Work

FORCE ACCOUNT DIARY: Set-Out Traffic Control for Soft Dig to perform additional exploratory work at Liberty Walk Dr. This work is necessary to determine utility locations to provide information for re-designing conduit, ground boxes, and foundation installations. Removed and re-set Traffic Control as necessary.

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Materials List On Separate Sheet			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
Subtotal				$ -
25% Compensation				$ -
Total Material				$ -
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman/Operator	1	REG	$ 27.00	$ 27.00
Foreman/Operator		OT	$ 40.50	$ -
Utility Laborer/Operator	1.5	REG	$ 13.00	$ 19.50
Utility Laborer/Operator	0.5	OT	$ 19.50	$ 9.75
Common Laborer (1)	1.5	REG	$ 10.50	$ 15.75
Common Laborer (1)	0.5	OT	$ 15.75	$ 7.88
Raw Labor				$ 79.88
55% Insur. & Taxes				$ 43.93
Labor Sub-Total				$ 123.81
15% Compensation				$ 18.57
Total Labor				$ 142.38
EQUIPMENT		HRS	AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel		2	$ 22.33	$ 44.66
Pickup (1-Ton) - Diesel		2	$ 22.33	$ 44.66
Trailer (14 K-GVWR)			$ 2.97	$ -
Trailer (7 K-GVWR), W/Water Tank			$ 2.73	$ -
Skid Steer (Bobcat) - T770			$ 25.78	$ -
Rocksaw (Cat-Trax Rental)			$ -	$ -
Excavator & Hammer (Cat-Trax Rental) - Daily Rate			$ 323.79	$ -
Dump Trailer (14K-GVWR)			$ 2.97	$ -
Cut-Off Saw (14") - (Gas Powered) - Daily Rate			$ 30.00	$ -
Traffic Control (Signs, Cones, Barricades)		1	$ 100.00	$ 100.00
Sub Total				$ 189.32
15% Compensation				$ 28.40
Total Equipment				$ 217.72
SUBCONTRACTORS			UNIT PRICE	AMOUNT
Soft Dig - Excavating		7.75	$ 235.00	$ 1,821.25
Soft Dig - Travel		4.25	$ 100.00	$ 425.00
				$ -
Sub Total				$ 2,246.25
15% Compensation				$ 336.94
Total Subcontractor				$ 2,583.19
ITEM SUB-TOTAL				$ 2,943.28
BOND PREMIUM				$ 29.43
FORCE ACCOUNT - DAY TOTAL				$ 2,972.72
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
999-WC01	1	LS	$ 2,972.72	**$ 2,972.72**

CHAMPION INFRASTRUCTURE LLC

COUNTY:	Williamson	DATE:	31-Jul-20
PROJECT:	1907-333	ITEM:	999-WC01
CSJ NO:	1907-333	QTY:	1 LS
CHAMPION JOB NO:	190814	DESC:	Force Account Work

FORCE ACCOUNT DIARY: Set-Out Traffic Control for Soft Dig to perform additional exploratory work at Liberty Walk Dr. This work is necessary to determine utility locations to provide information for re-designing conduit, ground boxes, and foundation installations. Removed and re-set Traffic Control as necessary. Rained out at approx 3:30pm.

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Materials List On Separate Sheet			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
Subtotal				$ -
25% Compensation				$ -
Total Material				$ -
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman/Operator	1	REG	$ 27.00	$ 27.00
Foreman/Operator		OT	$ 40.50	$ -
Utility Laborer/Operator	1.5	REG	$ 13.00	$ 19.50
Utility Laborer/Operator	0.5	OT	$ 19.50	$ 9.75
Common Laborer (1)	1.5	REG	$ 10.50	$ 15.75
Common Laborer (1)	0.5	OT	$ 15.75	$ 7.88
Raw Labor				$ 79.88
55% Insur. & Taxes				$ 43.93
Labor Sub-Total				$ 123.81
15% Compensation				$ 18.57
Total Labor				$ 142.38
EQUIPMENT		HRS	AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel		2	$ 22.33	$ 44.66
Pickup (1-Ton) - Diesel		2	$ 22.33	$ 44.66
Trailer (14 K-GVWR)			$ 2.97	$ -
Trailer (7 K-GVWR), W/Water Tank			$ 2.73	$ -
Skid Steer (Bobcat) - T770			$ 25.78	$ -
Rocksaw (Cat-Trax Rental)			$ -	$ -
Excavator & Hammer (Cat-Trax Rental) - Daily Rate			$ 323.79	$ -
Dump Trailer (14K-GVWR)			$ 2.97	$ -
Cut-Off Saw (14") - (Gas Powered) - Daily Rate			$ 30.00	$ -
Traffic Control (Signs, Cones, Barricades)		1	$ 100.00	$ 100.00
Sub Total				$ 189.32
15% Compensation				$ 28.40
Total Equipment				$ 217.72
SUBCONTRACTORS			UNIT PRICE	AMOUNT
Soft Dig - Excavating		7	$ 235.00	$ 1,645.00
Soft Dig - Travel		4.5	$ 100.00	$ 450.00
				$ -
Sub Total				$ 2,095.00
15% Compensation				$ 314.25
Total Subcontractor				$ 2,409.25
ITEM SUB-TOTAL				$ 2,769.35
BOND PREMIUM				$ 27.69
FORCE ACCOUNT - DAY TOTAL				$ 2,797.04
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
999-WC01	1	LS	$ 2,797.04	**$ 2,797.04**

CHAMPION INFRASTRUCTURE LLC

COUNTY: Williamson
PROJECT: 1907-333
CSJ NO: 1907-333
CHAMPION JOB NO: 190814

DATE: 10-Aug-20
ITEM: 999-WC01
QTY: 1 LS
DESC: Force Account Work

FORCE ACCOUNT DIARY: Mobilized Equipment and various small tools in preparation for construction activities to install conduit beneath Liberty Walk Dr on the North side of intersection. Cut and removed existing Concrete Curb & Gutter on both the East and West sides of the roadway. Transported 3 CY load of Fill Sand to be used as conduit bedding materials. Returned HD Utility Trailer to the yard in Belton. Hauled off spoil materials.

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Materials List On Separate Sheet			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
Subtotal				$ -
25% Compensation				$ -
Total Material				$ -
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman/Operator	6	REG	$ 27.00	$ 162.00
Foreman/Operator		OT	$ 40.50	$ -
Utility Laborer/Operator	8	REG	$ 13.00	$ 104.00
Utility Laborer/Operator	1.5	OT	$ 19.50	$ 29.25
Common Laborer (1)	8	REG	$ 10.50	$ 84.00
Common Laborer (1)	1.5	OT	$ 15.75	$ 23.63
Raw Labor				$ 402.88
55% Insur. & Taxes				$ 221.58
Labor Sub-Total				$ 624.46
15% Compensation				$ 93.67
Total Labor				$ 718.12
EQUIPMENT		HRS	AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel		8	$ 22.33	$ 178.64
Pickup (1-Ton) - Diesel		8	$ 22.33	$ 178.64
Trailer (14 K-GVWR)		8	$ 2.97	$ 23.76
Trailer (7 K-GVWR), W/Water Tank		8	$ 2.73	$ 21.84
Skid Steer (Bobcat) - T770		8	$ 25.78	$ 206.24
Rocksaw (Cat-Trax Rental) - Weekly Rate		1	$ -	$ -
Excavator & Hammer (Cat-Trax Rental) - Weekly Rate		1	$ -	$ -
Dump Trailer (14K-GVWR)		8	$ 2.97	$ 23.76
Cut-Off Saw (14") - (Gas Powered) - Daily Rate		1	$ 30.00	$ 30.00
Traffic Control (Signs, Cones, Barricades)		1	$ 50.00	$ 50.00
Sub Total				$ 712.88
15% Compensation				$ 106.93
Total Equipment				$ 819.81
SUBCONTRACTORS			UNIT PRICE	AMOUNT
				$ -
				$ -
Sub Total				$ -
15% Compensation				$ -
Total Subcontractor				$ -
ITEM SUB-TOTAL				$ 1,537.94
BOND PREMIUM				$ 15.38
FORCE ACCOUNT - DAY TOTAL				$ 1,553.32
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
999-WC01	1	LS	$ 1,553.32	**$ 1,553.32**

CHAMPION INFRASTRUCTURE LLC

COUNTY: Williamson
PROJECT: 1907-333
CSJ NO: 1907-333
CHAMPION JOB NO: 190814

DATE: 11-Aug-20
ITEM: 999-WC01
QTY: 1 LS
DESC: Force Account Work

FORCE ACCOUNT DIARY: Acme Barricade set-out "Road Closure" for Liberty Walk Dr on the North side of O'Connor. Saw Cut and excavated to determine what was encountered during boring operations. Discovered a 60" RCP with approx 40" cover from the surface of Liberty Walk Dr. RCP had been penetrated by pilot bit during Bore operations. Procured materials to "patch" the penetration hole and performed repairs. Custom Crete provide quick cure "flowable fill" for the excavation. Once flowable fill had cured, trenching operations proceeded for Conduit Run #2. Installed 4-2" PVC for Conduit Run #2. Placed bedding material (sand) for Conduits, and utilized Sackrete for the trench back-fill. Surface cured to support vehicular traffic at approx 7:45pm, thus Road Closure equipment was removed and opened to traffic at by 8:00pm. Hauled off spoil materials.

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Materials List On Separate Sheet			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
Subtotal				$ -
25% Compensation				$ -
Total Material				$ -
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman/Operator	8	REG	$ 27.00	$ 216.00
Foreman/Operator	4.5	OT	$ 40.50	$ 182.25
Utility Laborer/Operator	8	REG	$ 13.00	$ 104.00
Utility Laborer/Operator	4.5	OT	$ 19.50	$ 87.75
Common Laborer (1)	8	REG	$ 10.50	$ 84.00
Common Laborer (1)	4.5	OT	$ 15.75	$ 70.88
Raw Labor				$ 744.88
55% Insur. & Taxes				$ 409.68
Labor Sub-Total				$ 1,154.56
15% Compensation				$ 173.18
Total Labor				$ 1,327.74
EQUIPMENT		HRS	AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel		8	$ 22.33	$ 178.64
Pickup (1-Ton) - Diesel		8	$ 22.33	$ 178.64
Trailer (14 K-GVWR)		8	$ 2.97	$ 23.76
Trailer (7 K-GVWR), W/Water Tank		8	$ 2.73	$ 21.84
Skid Steer (Bobcat) - T770		8	$ 25.78	$ 206.24
Rocksaw (Cat-Trax Rental) - Weekly Rate		1	$ -	$ -
Excavator & Hammer (Cat-Trax Rental) - Weekly Rate		1	$ -	$ -
Dump Trailer (14K-GVWR)		8	$ 2.97	$ 23.76
Cut-Off Saw (14") - (Gas Powered) - Daily Rate		1	$ 30.00	$ 30.00
Traffic Control (Signs, Cones, Barricades)			$ 50.00	$ -
Sub Total				$ 662.88
15% Compensation				$ 99.43
Total Equipment				$ 762.31
SUBCONTRACTORS			UNIT PRICE	AMOUNT
Acme Barricades - Traffic Control		1	$ 1,353.13	$ 1,353.13
				$ -
				$ -
Sub Total				$ 1,353.13
15% Compensation				$ 202.97
Total Subcontractor				$ 1,556.10
ITEM SUB-TOTAL				$ 3,646.15
BOND PREMIUM				$ 36.46
FORCE ACCOUNT - DAY TOTAL				$ 3,682.61
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
999-WC01	1	LS	$ 3,682.61	**$ 3,682.61**

CHAMPION INFRASTRUCTURE LLC

COUNTY: Williamson
PROJECT: 1907-333
CSJ NO: 1907-333
CHAMPION JOB NO: 190814

DATE: 12-Aug-20
ITEM: 999-WC01
QTY: 1 LS
DESC: Force Account Work

FORCE ACCOUNT DIARY: Picked up remaining Traffic Control Equipment from Tuesday's activities. Set out Traffic Control for continuing work on Conduit Run #2. Excavated and extended Conduit(s) on West side of Liberty Walk Dr, this included installing elbows and fittings to provide correct conduit termination at the Ground Box. Extended and elbowed "conduit sleeve" for irrigation circuit beneath Liberty Walk Dr. Sanded Conduit(s) and backfilled trench. Cut and removed concrete Curb & Gutter in preparation for activities on Thursday, this work is for Conduit Run #9 crossing Liberty Walk on the South side of intersection. Covered excavations for the night. Picked up various supplies and materials for work activities on this Force Account (rocksaw teeth, additional barricades for TCP, fire hydrant hose & wrench, etc). Hauled off spoil materials.

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Materials List On Separate Sheet			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
Subtotal				$ -
25% Compensation				$ -
Total Material				$ -
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman/Operator	8	REG	$ 27.00	$ 216.00
Foreman/Operator	1	OT	$ 40.50	$ 40.50
Utility Laborer/Operator	8	REG	$ 13.00	$ 104.00
Utility Laborer/Operator	2.5	OT	$ 19.50	$ 48.75
Common Laborer (1)	8	REG	$ 10.50	$ 84.00
Common Laborer (1)	2.5	OT	$ 15.75	$ 39.38
Raw Labor				$ 532.63
55% Insur. & Taxes				$ 292.94
Labor Sub-Total				$ 825.57
15% Compensation				$ 123.84
Total Labor				$ 949.40
EQUIPMENT		HRS	AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel		8	$ 22.33	$ 178.64
Pickup (1-Ton) - Diesel		8	$ 22.33	$ 178.64
Trailer (14 K-GVWR)			$ 2.97	$ -
Trailer (7 K-GVWR), W/Water Tank		8	$ 2.73	$ 21.84
Skid Steer (Bobcat) - T770		8	$ 25.78	$ 206.24
Rocksaw (Cat-Trax Rental) - Weekly Rate		1	$ -	$ -
Excavator & Hammer (Cat-Trax Rental) - Weekly Rate		1	$ -	$ -
Dump Trailer (14K-GVWR)		8	$ 2.97	$ 23.76
Cut-Off Saw (14") - (Gas Powered) - Daily Rate		1	$ 30.00	$ 30.00
Traffic Control (Signs, Cones, Barricades)		1	$ 50.00	$ 50.00
			$ -	$ -
Sub Total				$ 689.12
15% Compensation				$ 103.37
Total Equipment				$ 792.49
SUBCONTRACTORS			UNIT PRICE	AMOUNT
				$ -
				$ -
				$ -
Sub Total				$ -
15% Compensation				$ -
Total Subcontractor				$ -
ITEM SUB-TOTAL				$ 1,741.89
BOND PREMIUM				$ 17.42
FORCE ACCOUNT - DAY TOTAL				$ 1,759.31
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
999-WC01	1	LS	$ 1,759.31	**$ 1,759.31**

CHAMPION INFRASTRUCTURE LLC

COUNTY: Williamson
PROJECT: 1907-333
CSJ NO: 1907-333
CHAMPION JOB NO: 190814

DATE: 13-Aug-20
ITEM: 999-WC01
QTY: 1 LS
DESC: Force Account Work

FORCE ACCOUNT DIARY: Set out Traffic Control Equipment on Liberty Walk Dr, to facilitate excavation and trench activities for Conduit Run #9 (crossing Liberty Walk on the South Side of intersection). Cut trench crossing Liberty Walk from West - East, approx 2/3 of roadway was cut as this allowed "inbound" traffic during these trenching activities. Cleaned out trench, installed conduit(s) 4 - 2" Sch 80 to approx 8 FT beyond double yellow. Placed bedding materials (sand) as well as Sackrete for stabilized backfill. Once Concrete Mix cured, traffic was switched and we continued trenching activities. Extended Conduit, placed bedding materials as well as Sackrete for stabilized backfill. Cleaned up roadway and opened to traffic at approx 5:15pm. Placed excavation covers where necessary to protect both vehicular and pedestrian traffic. Opened sidewalk(s). Procurred Form Lumber and Sackrete Concrete Mix. Hauled off spoil materials.

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Materials List On Separate Sheet			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
Subtotal				$ -
25% Compensation				$ -
Total Material				$ -
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman/Operator	8	REG	$ 27.00	$ 216.00
Foreman/Operator	3.5	OT	$ 40.50	$ 141.75
Utility Laborer/Operator	8	REG	$ 13.00	$ 104.00
Utility Laborer/Operator	2.5	OT	$ 19.50	$ 48.75
Common Laborer (1)	8	REG	$ 10.50	$ 84.00
Common Laborer (1)	2.5	OT	$ 15.75	$ 39.38
Raw Labor				$ 633.88
55% Insur. & Taxes				$ 348.63
Labor Sub-Total				$ 982.51
15% Compensation				$ 147.38
Total Labor				$ 1,129.88
EQUIPMENT		HRS	AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel		8	$ 22.33	$ 178.64
Pickup (1-Ton) - Diesel		8	$ 22.33	$ 178.64
Trailer (14 K-GVWR)			$ 2.97	$ -
Trailer (7 K-GVWR), W/Water Tank		8	$ 2.73	$ 21.84
Skid Steer (Bobcat) - T770		8	$ 25.78	$ 206.24
Rocksaw (Cat-Trax Rental) - Weekly Rate		1	$ -	$ -
Excavator & Hammer (Cat-Trax Rental) - Weekly Rate		1	$ -	$ -
Dump Trailer (14K-GVWR)		8	$ 2.97	$ 23.76
Cut-Off Saw (14") - (Gas Powered) - Daily Rate		1	$ 30.00	$ 30.00
Traffic Control (Signs, Cones, Barricades)		1	$ 50.00	$ 50.00
			$ -	$ -
Sub Total				$ 689.12
15% Compensation				$ 103.37
Total Equipment				$ 792.49
SUBCONTRACTORS			UNIT PRICE	AMOUNT
Booth Tactical - Off Duty Officer Assistance		1	$ 1,049.75	$ 1,049.75
				$ -
				$ -
Sub Total				$ 1,049.75
15% Compensation				$ 157.46
Total Subcontractor				$ 1,207.21
ITEM SUB-TOTAL				$ 3,129.58
BOND PREMIUM				$ 31.30
FORCE ACCOUNT - DAY TOTAL				$ 3,160.88
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
999-WC01	1	LS	$ 3,160.88	**$ 3,160.88**

CHAMPION INFRASTRUCTURE LLC

COUNTY: Williamson
PROJECT: 1907-333
CSJ NO: 1907-333
CHAMPION JOB NO: 190814

DATE: 14-Aug-20
ITEM: 999-WC01
QTY: 1 LS
DESC: Force Account Work

FORCE ACCOUNT DIARY: Acme Barricade set out "Detour" on O'Connor Drive per the provided TCP. Champion set out the needed cones and barricades at the work site. Cut and Removed existing Concrete Curb & Gutter in the center median as well as the South Side of O'Connor Dr, in preparation to saw-cut the Roadway for Conduit Run # 14. Excavated center median to determine if any utilities are in conflict with our proposed locations. Saw-Cut Roadway, cleaned up spoils, installed Conduit (4-2") for Run #14, backfilled trench with Sackrete, removed detour and opened to traffic at approx 3:00pm. Hauled off spoil materials to waste site. Cleaned up project site and moved equipment to the N/W corner of intersection. Did walk-through with Feng at Great Oaks Dr to determine the most likely locations which would be conducive to install conduit(s) across the roadways. Parked utility trailer at the rental yard in Georgetown.

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Materials List On Separate Sheet			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
Subtotal				$ -
25% Compensation				$ -
Total Material				$ -
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman/Operator	8	REG	$ 27.00	$ 216.00
Foreman/Operator	3	OT	$ 40.50	$ 121.50
Utility Laborer/Operator	8	REG	$ 13.00	$ 104.00
Utility Laborer/Operator	2	OT	$ 19.50	$ 39.00
Common Laborer (1)	8	REG	$ 10.50	$ 84.00
Common Laborer (1)	2	OT	$ 15.75	$ 31.50
Raw Labor				$ 596.00
55% Insur. & Taxes				$ 327.80
Labor Sub-Total				$ 923.80
15% Compensation				$ 138.57
Total Labor				$ 1,062.37
EQUIPMENT		HRS	AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel		8	$ 22.33	$ 178.64
Pickup (1-Ton) - Diesel		8	$ 22.33	$ 178.64
Trailer (14 K-GVWR)			$ 2.97	$ -
Trailer (7 K-GVWR), W/Water Tank		8	$ 2.73	$ 21.84
Skid Steer (Bobcat) - T770		8	$ 25.78	$ 206.24
Rocksaw (Cat-Trax Rental) - Weekly Rate		1	$ 1,638.46	$ 1,638.46
Excavator & Hammer (Cat-Trax Rental) - Weekly Rate		1	$ 1,618.93	$ 1,618.93
Dump Trailer (14K-GVWR)		8	$ 2.97	$ 23.76
Cut-Off Saw (14") - (Gas Powered) - Daily Rate		1	$ 30.00	$ 30.00
Traffic Control (Signs, Cones, Barricades)		1	$ 50.00	$ 50.00
			$ -	$ -
Sub Total				$ 3,946.51
15% Compensation				$ 591.98
Total Equipment				$ 4,538.49
SUBCONTRACTORS			UNIT PRICE	AMOUNT
Booth Tactical - Off Duty Officer Assistance		1	$ 1,040.00	$ 1,040.00
Acme Barricades - Traffic Control		1	$ 2,814.50	$ 2,814.50
				$ -
Sub Total				$ 3,854.50
15% Compensation				$ 578.18
Total Subcontractor				$ 4,432.68
ITEM SUB-TOTAL				$ 10,033.53
BOND PREMIUM				$ 100.34
FORCE ACCOUNT - DAY TOTAL				$ 10,133.87
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
999-WC01	1	LS	$ 10,133.87	**$ 10,133.87**

CHAMPION INFRASTRUCTURE LLC

COUNTY: Williamson
PROJECT: 1907-333
CSJ NO: 1907-333
CHAMPION JOB NO: 190814

DATE: 15-Aug-20
ITEM: 999-WC01
QTY: 1 LS
DESC: Force Account Work

FORCE ACCOUNT DIARY: Set-Out Traffic Control Equipment on Liberty Walk Dr to provided access for excavation on N/E Corner to extend Conduit(s) to Ground Box and also extend Conduit for Irrigation System. Excavated, extended 3-2" Conduit(s), and Elbowed at Ground Box. Extended 1-2" and Elbowed for Irrigation Circuit. Backfilled trench. Placed "forming" materials for Concrete Curb & Gutter patch. Placed Sackrete within trench area as well as making "sub-grade" beneath Curb & Gutter area. Cleaned-up and hauled away all spoil materials. Returned rental Rocksaw to Cat Trax Rentals in Liberty Hill. Removed Traffic Control Equipment and opened to traffic for the weekend. Returned Utility Trailer to the rental yard in Georgetown and Equipment Trailer was returned to Belton.

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Materials List on Separate Sheet			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
Subtotal				$ -
25% Compensation				$ -
Total Material				$ -
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman/Operator	6	REG	$ 27.00	$ 162.00
Foreman/Operator		OT	$ 40.50	$ -
Utility Laborer/Operator	5	REG	$ 13.00	$ 65.00
Utility Laborer/Operator		OT	$ 19.50	$ -
Common Laborer (1)	5	REG	$ 10.50	$ 52.50
Common Laborer (1)		OT	$ 15.75	$ -
Raw Labor				$ 279.50
55% Insur. & Taxes				$ 153.73
Labor Sub-Total				$ 433.23
15% Compensation				$ 64.98
Total Labor				$ 498.21
EQUIPMENT		HRS	AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel		4	$ 22.33	$ 89.32
Pickup (1-Ton) - Diesel		4	$ 22.33	$ 89.32
Trailer (14 K-GVWR)		4	$ 2.97	$ 11.88
Trailer (7 K-GVWR), W/Water Tank		4	$ 2.73	$ 10.92
Skid Steer (Bobcat) - T770		4	$ 25.78	$ 103.12
Rocksaw (Cat-Trax Rental) - Weekly Rate		1	$ -	$ -
Excavator & Hammer (Cat-Trax Rental) - Weekly Rate		1	$ -	$ -
Dump Trailer (14K-GVWR)		4	$ 2.97	$ 11.88
Cut-Off Saw (14") - (Gas Powered) - Daily Rate		1	$ 30.00	$ 30.00
Traffic Control (Signs, Cones, Barricades)		1	$ 50.00	$ 50.00
			$ -	$ -
Sub Total				$ 396.44
15% Compensation				$ 59.47
Total Equipment				$ 455.91
SUBCONTRACTORS			UNIT PRICE	AMOUNT
				$ -
				$ -
				$ -
Sub Total				$ -
15% Compensation				$ -
Total Subcontractor				$ -
ITEM SUB-TOTAL				$ 954.11
BOND PREMIUM				$ 9.54
FORCE ACCOUNT - DAY TOTAL				$ 963.66
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
999-WC01	1	LS	$ 963.66	**$ 963.66**

CHAMPION INFRASTRUCTURE LLC

COUNTY: Williamson
PROJECT: 1907-333
CSJ NO: 1907-333
CHAMPION JOB NO: 190814

DATE: 17-Aug-20
ITEM: 999-WC01
QTY: 1 LS
DESC: Force Account Work

FORCE ACCOUNT DIARY: Set-Out Traffic Control Equipment to provide access to N/E quadrant of intersection. Excavated trench for Conduit Run #4 (2-2"), installed conduit, sand bedding, warning tape, and elbowed at Ground Box. Backfilled trench and other excavations which had previously been performed on this corner. Cleaned-Up all debris and spoils from this corner and installed crushed granite gravel as a temporary sidewalk facility. Removed all sidewalk closure signs and barricades, and opened this corner to Pedestrian Traffic. Placed sidewalk closure signs and barricades on the S/W corner in preparation to excavate and extend Conduit Run #9. Straight Edged Sidewalk to prepare for concrete removal. Hauled away spoil materials as needed to keep worksite clean, neat, and safe for the Pedestrian Traffic. Marked out area to excavate on Tuesday to determine condition of 60" RCP in the E/B Left Turn Lane.

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Materials List on Separate Sheet			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
Subtotal				$ -
25% Compensation				$ -
Total Material				$ -
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman/Operator	8	REG	$ 27.00	$ 216.00
Foreman/Operator	2.5	OT	$ 40.50	$ 101.25
Utility Laborer/Operator	4.5	REG	$ 13.00	$ 58.50
Utility Laborer/Operator		OT	$ 19.50	$ -
Common Laborer (1)	8	REG	$ 10.50	$ 84.00
Common Laborer (1)	2	OT	$ 15.75	$ 31.50
Raw Labor				$ 491.25
55% Insur. & Taxes				$ 270.19
Labor Sub-Total				$ 761.44
15% Compensation				$ 114.22
Total Labor				$ 875.65
EQUIPMENT		HRS	AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel		8	$ 22.33	$ 178.64
Pickup (1-Ton) - Diesel		8	$ 22.33	$ 178.64
Trailer (14 K-GVWR)			$ 2.97	$ -
Trailer (7 K-GVWR), W/Water Tank		8	$ 2.73	$ 21.84
Skid Steer (Bobcat) - T770		8	$ 25.78	$ 206.24
Rocksaw (Cat-Trax Rental) - Weekly Rate			$ -	$ -
Excavator & Hammer (Cat-Trax Rental) - Weekly Rate		1	$ -	$ -
Dump Trailer (14K-GVWR)		8	$ 2.97	$ 23.76
Cut-Off Saw (14") - (Gas Powered) - Daily Rate		1	$ 30.00	$ 30.00
Traffic Control (Signs, Cones, Barricades)		1	$ 50.00	$ 50.00
			$ -	$ -
Sub Total				$ 689.12
15% Compensation				$ 103.37
Total Equipment				$ 792.49
SUBCONTRACTORS			UNIT PRICE	AMOUNT
None Today				$ -
				$ -
				$ -
Sub Total				$ -
15% Compensation				$ -
Total Subcontractor				$ -
ITEM SUB-TOTAL				$ 1,668.14
BOND PREMIUM				$ 16.68
FORCE ACCOUNT - DAY TOTAL				$ 1,684.82
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
999-WC01	1	LS	$ 1,684.82	**$ 1,684.82**

CHAMPION INFRASTRUCTURE LLC

COUNTY: Williamson
PROJECT: 1907-333
CSJ NO: 1907-333
CHAMPION JOB NO: 190814

DATE: 18-Aug-20
ITEM: 999-WC01
QTY: 1 LS
DESC: Force Account Work

FORCE ACCOUNT DIARY: Set-Out Traffic Control Equipment and Lane Closure on O'Connor Drive E/B (Left Turn Bay and Left Inside Lane. Straight Edged Asphalt and Excavated in Left Turn Lane to expose 60" RCP and determine condition if the Directional Bore had passed through this RCP. Located RCP at an approx depth of 47", continued excavation and determined Bore/Conduit had passed through this drainage facility. We were directed to remove the condiut and repair the RCP. Performed repairs to RCP on the "south side" of the structure, using Maximizer Sackrete. Continued excavation on "north side". We converted the Lane Closure to a "night time" set-up as time wouldn't allow us to complete repairs and backfill. Removed and hauled away all spoil materials. Covered excavation and positioned equipment to protect pedestrian's from the excavation. Purchased Sackrete at Home Depot.

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Materials List on Separate Sheet			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
Subtotal				$ -
25% Compensation				$ -
Total Material				$ -
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman/Operator	8	REG	$ 27.00	$ 216.00
Foreman/Operator	5.75	OT	$ 40.50	$ 232.88
Utility Laborer/Operator	8	REG	$ 13.00	$ 104.00
Utility Laborer/Operator	5	OT	$ 19.50	$ 97.50
Common Laborer (1)	8	REG	$ 10.50	$ 84.00
Common Laborer (1)	5	OT	$ 15.75	$ 78.75
Raw Labor				$ 813.125
55% Insur. & Taxes				$ 447.22
Labor Sub-Total				$ 1,260.34
15% Compensation				$ 189.05
Total Labor				$ 1,449.40
EQUIPMENT		HRS	AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel		8	$ 22.33	$ 178.64
Pickup (1-Ton) - Diesel		8	$ 22.33	$ 178.64
Trailer (14 K-GVWR)			$ 2.97	$ -
Trailer (7 K-GVWR), W/Water Tank		8	$ 2.73	$ 21.84
Skid Steer (Bobcat) - T770		8	$ 25.78	$ 206.24
Rocksaw (Cat-Trax Rental) - Weekly Rate			$ -	$ -
Excavator & Hammer (Cat-Trax Rental) - Weekly Rate		1	$ -	$ -
Dump Trailer (14K-GVWR)		8	$ 2.97	$ 23.76
Cut-Off Saw (14") - (Gas Powered) - Daily Rate		1	$ 30.00	$ 30.00
Traffic Control (Signs, Cones, Barricades, Arrowboard, Etc)		1	$ 350.00	$ 350.00
			$ -	$ -
Sub Total				$ 989.12
15% Compensation				$ 148.37
Total Equipment				$ 1,137.49
SUBCONTRACTORS			UNIT PRICE	AMOUNT
None Today				$ -
				$ -
				$ -
Sub Total				$ -
15% Compensation				$ -
Total Subcontractor				$ -
ITEM SUB-TOTAL				$ 2,586.88
BOND PREMIUM				$ 25.87
FORCE ACCOUNT - DAY TOTAL				$ 2,612.75
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
999-WC01	1	LS	$ 2,612.75	**$ 2,612.75**

CHAMPION INFRASTRUCTURE LLC

COUNTY: Williamson
PROJECT: 1907-333
CSJ NO: 1907-333
CHAMPION JOB NO: 190814

DATE: 19-Aug-20
ITEM: 999-WC01
QTY: 1 LS
DESC: Force Account Work

FORCE ACCOUNT DIARY: Traffic Control Equipment and Lane Closure on O'Connor Drive E/B (Left Turn Bay and Left Inside Lane, set-out on Tuesday. Continued excavating to expose the direction bore conduits and RCP Penetration on the North Side of the RCP. Removed PVC Conduits from within the RCP. Performed repairs to the RCP on the "north side" of the structure, using Quick-Set Concrete mix. Re-Routed 2-2"/2-3" Conduits using 45 degree bends, Conduits now pass above the 60" RCP. Backfilled excavation with 3 Loads of Granite Gravel, Gravel was placed to within 24" of ACP Surface. Backfilled remaining area of excavation using quick-set Flowable Flowable Fill (Custom Crete). Removed "left lane" closure and other related Traffic Control Equipment. Left Turn Bay remained closed for the night to allow proper cure of flow-fill. Purchased Sackrete at Home Depot and Granite Gravel from Round Rock Landscape.

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Materials List on Separate Sheet			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
Subtotal				$ -
25% Compensation				$ -
Total Material				$ -
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman/Operator	8	REG	$ 27.00	$ 216.00
Foreman/Operator	3.5	OT	$ 40.50	$ 141.75
Utility Laborer/Operator	8	REG	$ 13.00	$ 104.00
Utility Laborer/Operator	3	OT	$ 19.50	$ 58.50
Common Laborer (1)	8	REG	$ 10.50	$ 84.00
Common Laborer (1)	3	OT	$ 15.75	$ 47.25
Raw Labor				$ 651.50
55% Insur. & Taxes				$ 358.33
Labor Sub-Total				$ 1,009.83
15% Compensation				$ 151.47
Total Labor				$ 1,161.30
EQUIPMENT		HRS	AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel		8	$ 22.33	$ 178.64
Pickup (1-Ton) - Diesel		8	$ 22.33	$ 178.64
Trailer (14 K-GVWR)			$ 2.97	$ -
Trailer (7 K-GVWR), W/Water Tank		8	$ 2.73	$ 21.84
Skid Steer (Bobcat) - T770		8	$ 25.78	$ 206.24
Rocksaw (Cat-Trax Rental) - Weekly Rate			$ -	$ -
Excavator & Hammer (Cat-Trax Rental) - Weekly Rate		1	$ -	$ -
Dump Trailer (14K-GVWR)		8	$ 2.97	$ 23.76
Cut-Off Saw (14") - (Gas Powered) - Daily Rate		1	$ 30.00	$ 30.00
Traffic Control (Signs, Cones, Barricades)		1	$ 350.00	$ 350.00
			$ -	$ -
Sub Total				$ 989.12
15% Compensation				$ 148.37
Total Equipment				$ 1,137.49
SUBCONTRACTORS			UNIT PRICE	AMOUNT
None Today				$ -
				$ -
				$ -
Sub Total				$ -
15% Compensation				$ -
Total Subcontractor				$ -
ITEM SUB-TOTAL				$ 2,298.79
BOND PREMIUM				$ 22.99
FORCE ACCOUNT - DAY TOTAL				$ 2,321.77
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
999-WC01	1	LS	$ 2,321.77	**$ 2,321.77**

CHAMPION INFRASTRUCTURE LLC

COUNTY: Williamson
PROJECT: 1907-333
CSJ NO: 1907-333
CHAMPION JOB NO: 190814

DATE: 20-Aug-20
ITEM: 999-WC01
QTY: 1 LS
DESC: Force Account Work

FORCE ACCOUNT DIARY: Removed Lane Closure Equipment from O'Connor Dr E/B Left Turn Bay, opened to Traffic. Begin Excavation to extend Conduit(s) for Run #9 from back-of-curb to proposed Ground Box location (behind sidewalk). Broke-Out and removed Sidewalk and significant amount of Rock to achieve 30" depth needed. Removed and hauled away spoils and debris. Picked up spoil pile from previous excavation (conduit) on the North side of O'Connor Dr. Purchased "cold mix" asphalt from Home Depot and installed in trench(s) crossing Liberty Walk Dr on the North side of O'Connor Dr. We were directed to perform this work as the "rapid-set" flowable fill had began to "dish-out" due to vehicular traffic. Completed initial measurement(s) and potential conduit routing for installation at the intersection of Great Oaks Dr @ O'Connor Dr. Repaired 3" Irrigation Water Main on the N/W Corner of Intersection. Cleaned-up work area.

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Materials List on Separate Sheet			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
Subtotal				$ -
25% Compensation				$ -
Total Material				$ -
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman/Operator	8	REG	$ 27.00	$ 216.00
Foreman/Operator	1	OT	$ 40.50	$ 40.50
Utility Laborer/Operator	8	REG	$ 13.00	$ 104.00
Utility Laborer/Operator	3	OT	$ 19.50	$ 58.50
Common Laborer (1)	8	REG	$ 10.50	$ 84.00
Common Laborer (1)	3	OT	$ 15.75	$ 47.25
Raw Labor				$ 550.25
55% Insur. & Taxes				$ 302.64
Labor Sub-Total				$ 852.89
15% Compensation				$ 127.93
Total Labor				$ 980.82
EQUIPMENT		HRS	AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel		8	$ 22.33	$ 178.64
Pickup (1-Ton) - Diesel		8	$ 22.33	$ 178.64
Trailer (14 K-GVWR)			$ 2.97	$ -
Trailer (7 K-GVWR), W/Water Tank		8	$ 2.73	$ 21.84
Skid Steer (Bobcat) - T770		8	$ 25.78	$ 206.24
Rocksaw (Cat-Trax Rental) - Weekly Rate			$ -	$ -
Excavator & Hammer (Cat-Trax Rental) - Weekly Rate		1	$ -	$ -
Dump Trailer (14K-GVWR)		8	$ 2.97	$ 23.76
Cut-Off Saw (14") - (Gas Powered) - Daily Rate		1	$ 30.00	$ 30.00
Traffic Control (Signs, Cones, Barricades)		1	$ 50.00	$ 50.00
			$ -	$ -
Sub Total				$ 689.12
15% Compensation				$ 103.37
Total Equipment				$ 792.49
SUBCONTRACTORS			UNIT PRICE	AMOUNT
None Today				$ -
				$ -
				$ -
Sub Total				$ -
15% Compensation				$ -
Total Subcontractor				$ -
ITEM SUB-TOTAL				$ 1,773.31
BOND PREMIUM				$ 17.73
FORCE ACCOUNT - DAY TOTAL				$ 1,791.04
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
999-WC01	1	LS	$ 1,791.04	**$ 1,791.04**

CHAMPION INFRASTRUCTURE LLC

COUNTY: Williamson
PROJECT: 1907-333
CSJ NO: 1907-333
CHAMPION JOB NO: 190814

DATE: 21-Aug-20
ITEM: 999-WC01
QTY: 1 LS
DESC: Force Account Work

FORCE ACCOUNT DIARY: Continued Excavation work for installation of Conduit(s) in Run #9. Installed 4-2" Conduits and Elbowed at proposed Ground Box location (adjacent to Pole #A). Sand backfilled trench, installed warning tape, backfilled remaining excavation to sub-grade of sidewalk. Placed Granite Gravel as a temporary Sidewalk Surface, which allows for Pedestrian Traffic. Placed Concrete Form for back-of-curb prior to backfilling trench. Loaded and hauled away all excess spoil materials and debris. Cleaned-up work site, opened sidewalk to Pedestrian Traffic. Work shift ended at 1:45pm today.

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Materials List on Separate Sheet			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
Subtotal				$ -
25% Compensation				$ -
Total Material				$ -
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman/Operator	5	REG	$ 27.00	$ 135.00
Foreman/Operator		OT	$ 40.50	$ -
Utility Laborer/Operator	6	REG	$ 13.00	$ 78.00
Utility Laborer/Operator		OT	$ 19.50	$ -
Common Laborer (1)	6	REG	$ 10.50	$ 63.00
Common Laborer (1)		OT	$ 15.75	$ -
Raw Labor				$ 276.00
55% Insur. & Taxes				$ 151.80
Labor Sub-Total				$ 427.80
15% Compensation				$ 64.17
Total Labor				$ 491.97
EQUIPMENT		HRS	AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel		8	$ 22.33	$ 178.64
Pickup (1-Ton) - Diesel		8	$ 22.33	$ 178.64
Trailer (14 K-GVWR)			$ 2.97	$ -
Trailer (7 K-GVWR), W/Water Tank		8	$ 2.73	$ 21.84
Skid Steer (Bobcat) - T770		8	$ 25.78	$ 206.24
Rocksaw (Cat-Trax Rental) - Weekly Rate			$ -	$ -
Excavator & Hammer (Cat-Trax Rental) - Weekly Rate		1	$ 1,618.93	$ 1,618.93
Dump Trailer (14K-GVWR)		8	$ 2.97	$ 23.76
Cut-Off Saw (14") - (Gas Powered) - Daily Rate		1	$ 30.00	$ 30.00
Traffic Control (Signs, Cones, Barricades)		1	$ 50.00	$ 50.00
			$ -	$ -
Sub Total				$ 2,308.05
15% Compensation				$ 346.21
Total Equipment				$ 2,654.26
SUBCONTRACTORS			UNIT PRICE	AMOUNT
None Today				$ -
				$ -
				$ -
Sub Total				$ -
15% Compensation				$ -
Total Subcontractor				$ -
ITEM SUB-TOTAL				$ 3,146.23
BOND PREMIUM				$ 31.46
FORCE ACCOUNT - DAY TOTAL				$ 3,177.69
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
999-WC01	1	LS	$ 3,177.69	**$ 3,177.69**

CHAMPION INFRASTRUCTURE LLC

COUNTY:	Williamson	DATE:	24-Aug-20
PROJECT:	1907-333	ITEM:	999-WC01
CSJ NO:	1907-333	QTY:	1 LS
CHAMPION JOB NO:	190814	DESC:	Force Account Work

FORCE ACCOUNT DIARY: Set out Traffic Control equipment on the S/W corner to continue excavation(s) for installation of Conduit in Run #7. Loaded and hauled away excess spoil materials and unuseable debris (rock). Met with Feng at the intersection of Great Oaks Dr to walk through the likely contructive conduit routing, and necessary exploratory work to determine if undergroud facilities are in fact located acurately and ensure the depth(s) are conductive for the conduit installations. Continued working on Conduit/Fitting needs as well as to determine whether any of the now excess materials (3") can be returned for credit. Cleaned up work site and opened sidewalk to Pedestrian Traffic.

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Materials List on Separate Sheet			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
Subtotal				$ -
25% Compensation				$ -
Total Material				$ -
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman/Operator	6	REG	$ 27.00	$ 162.00
Foreman/Operator		OT	$ 40.50	$ -
Utility Laborer/Operator	8	REG	$ 13.00	$ 104.00
Utility Laborer/Operator	2	OT	$ 19.50	$ 39.00
Common Laborer (1)	8	REG	$ 10.50	$ 84.00
Common Laborer (1)	2	OT	$ 15.75	$ 31.50
Raw Labor				$ 420.50
55% Insur. & Taxes				$ 231.28
Labor Sub-Total				$ 651.78
15% Compensation				$ 97.77
Total Labor				$ 749.54
EQUIPMENT		HRS	AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel		8	$ 22.33	$ 178.64
Pickup (1-Ton) - Diesel		8	$ 22.33	$ 178.64
Trailer (14 K-GVWR)			$ 2.97	$ -
Trailer (7 K-GVWR), W/Water Tank		8	$ 2.73	$ 21.84
Skid Steer (Bobcat) - T770		8	$ 25.78	$ 206.24
Rocksaw (Cat-Trax Rental) - Weekly Rate			$ -	$ -
Excavator & Hammer (Cat-Trax Rental) - Weekly Rate		8	$ -	$ -
Dump Trailer (14K-GVWR)		8	$ 2.97	$ 23.76
Cut-Off Saw (14") - (Gas Powered) - Daily Rate		1	$ 30.00	$ 30.00
Traffic Control (Signs, Cones, Barricades)		1	$ 50.00	$ 50.00
			$ -	$ -
Sub Total				$ 689.12
15% Compensation				$ 103.37
Total Equipment				$ 792.49
SUBCONTRACTORS			UNIT PRICE	AMOUNT
None Today				$ -
				$ -
				$ -
Sub Total				$ -
15% Compensation				$ -
Total Subcontractor				$ -
ITEM SUB-TOTAL				$ 1,542.03
BOND PREMIUM				$ 15.42
FORCE ACCOUNT - DAY TOTAL				$ 1,557.45
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
999-WC01	1	LS	$ 1,557.45	**$ 1,557.45**

CHAMPION INFRASTRUCTURE LLC

COUNTY: Williamson
PROJECT: 1907-333
CSJ NO: 1907-333
CHAMPION JOB NO: 190814

DATE: 25-Aug-20
ITEM: 999-WC01
QTY: 1 LS
DESC: Force Account Work

FORCE ACCOUNT DIARY: Set out Traffic Control equipment on the S/W corner to continue excavation(s) for installation of Conduit in Run #7, installed 2-2" & 2-3" Conduits. Excavated for Runs #6 & #8. Encountered an unmarked 4" PVC during excavation for Run #8. Feng instructed us to place "caps" on the ends of this 4" PVC, as we couldn't determine whom the facility belongs to. Loaded and hauled away spoil materials and unuseable debris (rock). Cleaned up work site and opened to Pedestrian Traffic.

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Materials List on Separate Sheet			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
Subtotal				$ -
25% Compensation				$ -
Total Material				$ -
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman/Operator	4	REG	$ 27.00	$ 108.00
Foreman/Operator		OT	$ 40.50	$ -
Utility Laborer/Operator	8	REG	$ 13.00	$ 104.00
Utility Laborer/Operator	1.5	OT	$ 19.50	$ 29.25
Common Laborer (1)	8	REG	$ 10.50	$ 84.00
Common Laborer (1)	1.5	OT	$ 15.75	$ 23.63
Raw Labor				$ 348.875
55% Insur. & Taxes				$ 191.88
Labor Sub-Total				$ 540.76
15% Compensation				$ 81.11
Total Labor				$ 621.87
EQUIPMENT		HRS	AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel		4	$ 22.33	$ 89.32
Pickup (1-Ton) - Diesel		8	$ 22.33	$ 178.64
Trailer (14 K-GVWR)			$ 2.97	$ -
Trailer (7 K-GVWR), W/Water Tank		8	$ 2.73	$ 21.84
Skid Steer (Bobcat) - T770		8	$ 25.78	$ 206.24
Rocksaw (Cat-Trax Rental) - Weekly Rate			$ -	$ -
Excavator & Hammer (Cat-Trax Rental) - Weekly Rate		1	$ -	$ -
Dump Trailer (14K-GVWR)		8	$ 2.97	$ 23.76
Cut-Off Saw (14") - (Gas Powered) - Daily Rate		1	$ 30.00	$ 30.00
Traffic Control (Signs, Cones, Barricades)		1	$ 50.00	$ 50.00
			$ -	$ -
Sub Total				$ 599.80
15% Compensation				$ 89.97
Total Equipment				$ 689.77
SUBCONTRACTORS			UNIT PRICE	AMOUNT
None Today				$ -
				$ -
				$ -
Sub Total				$ -
15% Compensation				$ -
Total Subcontractor				$ -
ITEM SUB-TOTAL				$ 1,311.64
BOND PREMIUM				$ 13.12
FORCE ACCOUNT - DAY TOTAL				$ 1,324.76
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
999-WC01	1	LS	$ 1,324.76	**$ 1,324.76**

CHAMPION INFRASTRUCTURE LLC

COUNTY: Williamson
PROJECT: 1907-333
CSJ NO: 1907-333
CHAMPION JOB NO: 190814

DATE: 26-Aug-20
ITEM: 999-WC01
QTY: 1 LS
DESC: Force Account Work

FORCE ACCOUNT DIARY: Set out Traffic Control equipment on the S/W corner to complete excavation(s) for installation of Conduit for Runs #6 & #8. Installed Conduit(s) for Run #8, 3-2", sanded Conduit(s) and backfilled trench area. Continued breaking out Rock for Run #6, as this area is very limited with available working room. Cleaned up and hauled away excess spoil materials and unuseable debris and large rocks. Locating and procurring necessary (additional due to design changes) Conduit Fittings (2" Sch 80 Bends).

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Materials List on Separate Sheet			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
Subtotal				$ -
25% Compensation				$ -
Total Material				$ -
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman/Operator	4	REG	$ 27.00	$ 108.00
Foreman/Operator		OT	$ 40.50	$ -
Utility Laborer/Operator	8	REG	$ 13.00	$ 104.00
Utility Laborer/Operator	3.5	OT	$ 19.50	$ 68.25
Common Laborer (1)	8	REG	$ 10.50	$ 84.00
Common Laborer (1)	3.5	OT	$ 15.75	$ 55.13
Raw Labor				$ 419.375
55% Insur. & Taxes				$ 230.66
Labor Sub-Total				$ 650.03
15% Compensation				$ 97.50
Total Labor				$ 747.54
EQUIPMENT		HRS	AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel		4	$ 22.33	$ 89.32
Pickup (1-Ton) - Diesel		8	$ 22.33	$ 178.64
Trailer (14 K-GVWR)			$ 2.97	$ -
Trailer (7 K-GVWR), W/Water Tank		8	$ 2.73	$ 21.84
Skid Steer (Bobcat) - T770		8	$ 25.78	$ 206.24
Rocksaw (Cat-Trax Rental) - Weekly Rate			$ -	$ -
Excavator & Hammer (Cat-Trax Rental) - Weekly Rate		1	$ -	$ -
Dump Trailer (14K-GVWR)		8	$ 2.97	$ 23.76
Cut-Off Saw (14") - (Gas Powered) - Daily Rate		1	$ 30.00	$ 30.00
Traffic Control (Signs, Cones, Barricades)		1	$ 50.00	$ 50.00
			$ -	$ -
Sub Total				$ 599.80
15% Compensation				$ 89.97
Total Equipment				$ 689.77
SUBCONTRACTORS			UNIT PRICE	AMOUNT
				$ -
				$ -
				$ -
Sub Total				$ -
15% Compensation				$ -
Total Subcontractor				$ -
ITEM SUB-TOTAL				$ 1,437.31
BOND PREMIUM				$ 14.37
FORCE ACCOUNT - DAY TOTAL				$ 1,451.68
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
999-WC01	1	LS	$ 1,451.68	**$ 1,451.68**

CHAMPION INFRASTRUCTURE LLC

COUNTY:	Williamson	DATE:	27-Aug-20
PROJECT:	1907-333	ITEM:	999-WC01
CSJ NO:	1907-333	QTY:	1 LS
CHAMPION JOB NO:	190814	DESC:	Force Account Work

FORCE ACCOUNT DIARY: Set out Traffic Control equipment on the S/W corner to complete excavation(s) for installation of Conduit for Run #6. Installed Conduit(s) for Run #6, 2-2", sanded trench and backfilled excavation(s). Cleaned up and hauled away excess spoils and other debris (broken rock). Picked up 2" 90 Degree Bends ordered from Graybar Electric. Met and discussed with HNTB the Electrical Service Conduit routing to be installed within the PUE (residential backyard) at Liberty Walk Dr. Will perform some discovery work to determine the most feasible route, as well as discuss with Oncor the possible "trench" options to comply with their specifications.

PRICING BREAKDOWN

MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Materials List on Separate Sheet			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
Subtotal				$ -
25% Compensation				$ -
Total Material				$ -
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman/Operator	3	REG	$ 27.00	$ 81.00
Foreman/Operator		OT	$ 40.50	$ -
Utility Laborer/Operator	8	REG	$ 13.00	$ 104.00
Utility Laborer/Operator	3	OT	$ 19.50	$ 58.50
Common Laborer (1)	8	REG	$ 10.50	$ 84.00
Common Laborer (1)	3	OT	$ 15.75	$ 47.25
Raw Labor				$ 374.75
55% Insur. & Taxes				$ 206.11
Labor Sub-Total				$ 580.86
15% Compensation				$ 87.13
Total Labor				$ 667.99
EQUIPMENT		HRS	AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel		2	$ 22.33	$ 44.66
Pickup (1-Ton) - Diesel		8	$ 22.33	$ 178.64
Trailer (14 K-GVWR)			$ 2.97	$ -
Trailer (7 K-GVWR), W/Water Tank		8	$ 2.73	$ 21.84
Skid Steer (Bobcat) - T770		8	$ 25.78	$ 206.24
Rocksaw (Cat-Trax Rental) - Weekly Rate			$ -	$ -
Excavator & Hammer (Cat-Trax Rental) - Weekly Rate			$ -	$ -
Dump Trailer (14K-GVWR)		8	$ 2.97	$ 23.76
Cut-Off Saw (14") - (Gas Powered) - Daily Rate		1	$ 30.00	$ 30.00
Traffic Control (Signs, Cones, Barricades)		1	$ 50.00	$ 50.00
			$ -	$ -
Sub Total				$ 555.14
15% Compensation				$ 83.27
Total Equipment				$ 638.41
SUBCONTRACTORS			UNIT PRICE	AMOUNT
				$ -
				$ -
				$ -
Sub Total				$ -
15% Compensation				$ -
Total Subcontractor				$ -
ITEM SUB-TOTAL				$ 1,306.40
BOND PREMIUM				$ 13.06
FORCE ACCOUNT - DAY TOTAL				$ 1,319.47
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
999-WC01	1	LS	$ 1,319.47	**$ 1,319.47**

CHAMPION INFRASTRUCTURE LLC

COUNTY: Williamson
PROJECT: 1907-333
CSJ NO: 1907-333
CHAMPION JOB NO: 190814

DATE: 28-Aug-20
ITEM: 999-WC01
QTY: 1 LS
DESC: Force Account Work

FORCE ACCOUNT DIARY: Set out Traffic Control equipment on the S/E corner to begin excavation to extend Conduit(s) to Ground Box for Run #9. Broke out and removed existing Sidewalk, excavating and breaking rock (significant amount) to provide proper trench depth for Conduit(s) to terminate at Ground Box. Cleaned up and hauled away excess spoils and other debris (broken rock) as necessary to keep work site clean.

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Materials List on Separate Sheet			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
Subtotal				$ -
25% Compensation				$ -
Total Material				$ -
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman/Operator		REG	$ 27.00	$ -
Foreman/Operator		OT	$ 40.50	$ -
Utility Laborer/Operator	8	REG	$ 13.00	$ 104.00
Utility Laborer/Operator	1	OT	$ 19.50	$ 19.50
Common Laborer (1)	8	REG	$ 10.50	$ 84.00
Common Laborer (1)	1	OT	$ 15.75	$ 15.75
Raw Labor				$ 223.250
55% Insur. & Taxes				$ 122.79
Labor Sub-Total				$ 346.04
15% Compensation				$ 51.91
Total Labor				$ 397.94
EQUIPMENT		HRS	AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel			$ 22.33	$ -
Pickup (1-Ton) - Diesel		8	$ 22.33	$ 178.64
Trailer (14 K-GVWR)			$ 2.97	$ -
Trailer (7 K-GVWR), W/Water Tank		8	$ 2.73	$ 21.84
Skid Steer (Bobcat) - T770		8	$ 25.78	$ 206.24
Rocksaw (Cat-Trax Rental) - Weekly Rate			$ -	$ -
Excavator & Hammer (Cat-Trax Rental) - Weekly Rate		1	$ 1,618.93	$ 1,618.93
Dump Trailer (14K-GVWR)		8	$ 2.97	$ 23.76
Cut-Off Saw (14") - (Gas Powered) - Daily Rate		1	$ 30.00	$ 30.00
Traffic Control (Signs, Cones, Barricades)		1	$ 50.00	$ 50.00
			$ -	$ -
Sub Total				$ 2,129.41
15% Compensation				$ 319.41
Total Equipment				$ 2,448.82
SUBCONTRACTORS			UNIT PRICE	AMOUNT
				$ -
				$ -
				$ -
Sub Total				$ -
15% Compensation				$ -
Total Subcontractor				$ -
ITEM SUB-TOTAL				$ 2,846.76
BOND PREMIUM				$ 28.47
FORCE ACCOUNT - DAY TOTAL				$ 2,875.23
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
999-WC01	1	LS	$ 2,875.23	**$ 2,875.23**

CHAMPION INFRASTRUCTURE LLC

COUNTY: Williamson
PROJECT: 1907-333
CSJ NO: 1907-333
CHAMPION JOB NO: 190814
FORCE ACCOUNT DIARY:

DATE: 31-Aug-20
ITEM: 999-WC01
QTY: 1 LS
DESC: Force Account Work

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Monthly Total - "Materials Tab"	1	LS	$ 5,719.31	$ 5,719.31
			$ -	$ -
			$ -	$ -
			$ -	$ -
Subtotal				$ 5,719.31
15% Compensation				$ 857.90
Total Material				$ 6,577.21
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman/Operator		REG	$ 27.00	$ -
Foreman/Operator		OT	$ 40.50	$ -
Utility Laborer/Operator		REG	$ 13.00	$ -
Utility Laborer/Operator		OT	$ 19.50	$ -
Common Laborer (1)		REG	$ 10.50	$ -
Common Laborer (1)		OT	$ 15.75	$ -
Raw Labor				$ -
55% Insur. & Taxes				$ -
Labor Sub-Total				$ -
15% Compensation				$ -
Total Labor				$ -
EQUIPMENT		HRS	AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel			$ 22.33	$ -
Pickup (1-Ton) - Diesel			$ 22.33	$ -
Trailer (14 K-GVWR)			$ 2.97	$ -
Trailer (7 K-GVWR), W/Water Tank			$ 2.73	$ -
Skid Steer (Bobcat) - T770			$ 25.78	$ -
Rocksaw (Cat-Trax Rental)			$ -	$ -
Excavator & Hammer (Cat-Trax Rental)			$ -	$ -
Dump Trailer (14K-GVWR)			$ 2.97	$ -
Cut-Off Saw (14") - Gas Powered			$ 30.00	$ -
Traffic Control (Signs, Cones, Barricades)			$ 50.00	$ -
			$ -	$ -
Sub Total				$ -
15% Compensation				$ -
Total Equipment				$ -
SUBCONTRACTORS			UNIT PRICE	AMOUNT
				$ -
				$ -
				$ -
Sub Total				$ -
15% Compensation				$ -
Total Subcontractor				$ -
ITEM SUB-TOTAL				$ 6,577.21
BOND PREMIUM				$ 65.77
FORCE ACCOUNT - DAY TOTAL				$ 6,642.98
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
999-WC01	1	LS	$ 6,642.98	**$ 6,642.98**

CHAMPION INFRASTRUCTURE LLC

COUNTY: Williamson
PROJECT: 1907-333
CSJ NO: 1907-333
CHAMPION JOB NO: 190814
MATERIALS:

DATE: 7/30/2020 THRU 8/31/2020
ITEM: 999-WC01
QTY: 1 LS
DESC: Force Account Work

PRICING BREAKDOWN

MATERIAL	VENDOR	DATE	QUANTITY	UNIT	COST	AMOUNT
Sand Bedding	Round Rock Landscape	8/10/2020	1	LS	$ 142.22	$ 142.22
RCP Repair Materials	Home Depot	8/11/2020	1	LS	$ 69.45	$ 69.45
Sackrete Concrete Mix	Home Depot	8/11/2020	1	LS	$ 556.16	$ 556.16
Flowable Fill	Custom Crete	8/11/2020	1	LS	$ 631.76	$ 631.76
Rocksaw Teeth	River City Hose & Supply	8/12/2020	1	LS	$ 345.86	$ 345.86
Form Lumber	Home Depot	8/13/2020	1	LS	$ 59.31	$ 59.31
Sackrete Concrete Mix	Home Depot	8/13/2020	1	LS	$ 158.09	$ 158.09
Granite Gravel	Round Rock Landscape	8/17/2020	1	LS	$ 147.92	$ 147.92
Sand Bedding	Round Rock Landscape	8/17/2020	1	LS	$ 142.22	$ 142.22
Sackrete Concrete Mix	Home Depot	8/18/2020	1	LS	$ 78.34	$ 78.34
Granite Gravel	Round Rock Landscape	8/19/2020	1	LS	$ 172.57	$ 172.57
Granite Gravel	Round Rock Landscape	8/19/2020	1	LS	$ 172.57	$ 172.57
Granite Gravel	Round Rock Landscape	8/19/2020	1	LS	$ 172.57	$ 172.57
Sackrete Concrete Mix	Home Depot	8/19/2020	1	LS	$ 119.04	$ 119.04
Flowable Fill	Custom Crete	8/19/2020	1	LS	$ 1,127.70	$ 1,127.70
Asphalt Cold Mix Patch	Home Depot	8/20/2020	1	LS	$ 148.84	$ 148.84
Irrigation Water Main Repair	Ferguson Water Works	8/20/2020	1	LS	$ 39.96	$ 39.96
PVC Slip Cap, 4"	Home Depot	8/25/2020	1	LS	$ 18.60	$ 18.60
Backfill - Loam Materials	Round Rock Landscape	8/27/2020	1	LS	$ 25.56	$ 25.56
Backfill - Loam Materials	Round Rock Landscape	8/27/2020	1	LS	$ 38.33	$ 38.33
						$ -
						$ -
						$ -
Conduit, 2" Sch 80	Techline	Various	929	LF	$ 0.91	$ 845.39
Conduit, 3" Sch 80	Techline	Various	88	LF	$ 1.62	$ 142.56
90 Degree Bend, 2" Sch 80	Techline	Various	31	EA	$ 3.79	$ 117.49
90 Degree Bend, 3" Sch 80	Techline	Various	4	EA	$ 9.62	$ 38.48
45 Degree Bend, 2" Sch 80	Techline	Various	8	EA	$ 3.09	$ 24.72
45 Degree Bend, 3" Sch 80	Techline	Various	8	EA	$ 8.35	$ 66.80
Coupling, 2"	Techline	Various	78	EA	$ 0.46	$ 35.88
Coupling, 3"	Techline	Various	24	EA	$ 1.33	$ 31.92
Solvent/Cement	Techline	Various	6	QT	$ 7.00	$ 42.00
Duct Tape	Techline	Various	1	ROLL	$ 7.00	$ 7.00
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
						$ -
					MATERIALS	$ 5,719.31

Date 8-7-2020

I, Lori Bouteller (Name of Signatory Party) Administrator (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Champion Infrastructure, LLC (Contractor or Subcontractor) on the

Williamson Co. O'Conner Signals (Building or Work); that during the payroll period commencing on the

27 day of July, 2020, and ending the 2 day of August, 2020,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Champion Infrastructure, LLC (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☒ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Lori Bouteller, Admin	Lori E. Bouteller

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Contractor
Champion Infrastructure
317 Salado Creek Place
Salado TX 76571

Williamson County - O'Connor St Signals
Champion job: 190814

FORCE WORK HOURS

Payroll #6
Week Ending 8-2-2020

Employee Name	DOB	Work Class	Mon 27	Tues 28	Wed 29	Thu 30	Fri 31	Sat 1	Sun 2	Timesheet Hours	Pay Rate	OT Pay Rate	Gross Job Pay	Per Diem Rate	Check Number	Total Gross Pay	Social Security	Medicare	Federal Tax	State Tax	Other	Other	Total Deduct	Net Pay
Milliorn, Maury						1	1			2	27	40.5	81		8349	2307.69	133.17	31.14	344.39		159.89		668.59	821.42
Ybarra, Javier			11	12.25	12	9	6.5			50.75	13	19.5	742.63	150	8357	807.63	50.07	11.71	74.43				136.21	821.42
Ybarra, Javier						2	2			4	13	19.5	65		8357									
Burt, John			11	11.25	12	9	6.5			49.75	10.5	15.75	584.06	150	8340	636.56	39.46	9.23	63.82				112.51	674.05
Burt, John						2	2			4	10.5	15.75	52.5		8340									

Date 8-14-2020

I, Lori Bouteller (Name of Signatory Party) Administrator (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Champion Infrastructure, LLC (Contractor or Subcontractor) on the Williamson Co. O'Conner Signals (Building or Work); that during the payroll period commencing on the 3 day of August, 2020, and ending the 9 day of August, 2020, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Champion Infrastructure, LLC (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☒ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Lori Bouteller, Admin	Lori C. Bouteller

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Contractor
Champion Infrastructure
317 Salado Creek Place
Salado TX 76571

Williamson County - O'Connor St Signals
Champion job: 190814

FORCE WORK HOURS

Payroll #7
Week Ending 8-9-2020

Employee Name	DOB	Work Class	Mon 3	Tues 4	Wed 5	Thu 6	Fri 7	Sat 8	Sun 9	Timesheet Hours	Pay Rate	OT Pay Rate	Gross Job Pay	Per Diem Rate	Check Number	Total Gross Pay	Social Security	Medicare	Federal Tax	State Tax	Other	Other	Total Deduct	Net Pay
Ybarra, Javier			10	11.5	11.5	4			4	41	13	19.5	539.5	150	8377	734.5	45.54	10.65	65.65				121.84	762.66
Burt, John			10	11	11.5	4				36.5	10.5	15.75	383.25		8360	514.5	31.9	7.46	49.17				88.53	425.97
Milliorn, Maury			3	6	3					12	27	40.5	324	0	8369	2307.69	133.16	31.14	344.39		159.89		668.58	1639.11

Date 8-21-2020

I, Lori Bouteller (Name of Signatory Party) Administrator (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Champion Infrastructure, LLC (Contractor or Subcontractor) on the Williamson Co. O'Connor Signals (Building or Work); that during the payroll period commencing on the 10 day of August, 2020, and ending the 16 day of August, 2020, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Champion Infrastructure, LLC (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☒ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Lori Bouteller	Lori E. Bouteller

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Contractor
Champion Infrastructure
317 Salado Creek Place
Salado TX 76571

Williamson County - O'Connor St Signals
Champion job: 190814

FORCE WORK HOURS

Payroll #8
Week Ending 8-16-2020

Employee Name	DOB	Work Class	Mon 10	Tues 11	Wed 12	Thu 13	Fri 14	Sat 15	Sun 16	Timesheet Hours	Pay Rate	OT Pay Rate	Gross Job Pay	Per Diem Rate	Check Number	Total Gross Pay	Social Security	Medicare	Federal Tax	State Tax	Other	Other	Total Deduct	Net Pay
Ybarra, Javier			9.5	12.5	10.5	10.5	10	5		58	$ 13.00	$ 19.50	$ 871.00	$ 210.00	8398	978.25	60.65	14.18	99.98				174.81	1013.44
Burt, John			9.5	12.5	10.5	10.5	10	5		58	$ 10.50	$ 15.75	$ 703.50	$ 210.00	8380	703.5	43.62	10.2	71.85				125.67	787.83
Milliorn, Maury			6	12.5	9	11.5	11	6		56	$ 27.00	$ 40.50	$ 1,728.00	$ -	8388	2307.69	133.16	31.15	344.39		159.89		668.59	1639.1

Date 8-28-2020

I, Lori Bouteller (Name of Signatory Party) Administrator (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Champion Infrastructure, LLC (Contractor or Subcontractor) on the Williamson Co. O'Connor Signals (Building or Work); that during the payroll period commencing on the 17 day of August, 2020, and ending the 23 day of August, 2020, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Champion Infrastructure, LLC (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☒ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Lori Bouteller	Lori E. Bouteller

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Contractor
Champion Infrastructure
317 Salado Creek Place
Salado TX 76571

Williamson County - O'Connor St Signals
Champion job: 190814

FORCE WORK HOURS

Payroll # 9
Week Ending 8-23-2020

Employee I DOB	Work Class	Mon 17	Tues 18	Wed 19	Thu 20	Fri 21	Sat 22	Sun 23	Timesheet Hours	Pay Rate	OT Pay Rate	Gross Job Pay	Per Diem Rate	Check Number	Total Gross Pay	Social Security	Medicare	Federal Tax	State Tax	Other	Other	Total Deduct	Net Pay
Ybarra, Javier		4.5	13	11	11	6			45.5	$ 13.00	$ 19.50	$ 627.25	$ 150.00	8419	997.75	61.86	14.47	104.27				180.6	967.15
Burt, John		10	13	11	11	6			51	$ 10.50	$ 15.75	$ 593.25	$ 300.00	8401	687.76	42.64	9.97	69.96				122.57	865.19
Milliorn, Maury		10.5	13.75	11.5	9	5			49.75	$ 27.00	$ 40.50	$1,474.88		8409	2307.69	133.17	31.14	344.39		159.89		668.59	2749.1

Date 9-04-2020

I, Lori Bouteller (Name of Signatory Party) Administrator (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Champion Infrastructure, LLC (Contractor or Subcontractor) on the Williamson Co. O'Connor Signals (Building or Work); that during the payroll period commencing on the 24 day of August, 2020, and ending the 30 day of August, 2020, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Champion Infrastructure, LLC (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☒ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Lori Bouteller	Lori E. Bouteller

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Contractor
Champion Infrastructure
317 Salado Creek Place
Salado TX 76571

Williamson County - O'Connor St Signals
Champion job: 190814

FORCE WORK HOURS

Payroll # 10
Week Ending 8-30-2020

Employee I DOB	Work Class	Mon 24	Tues 25	Wed 26	Thu 27	Fri 28	Sat 29	Sun 30	Timesheet Hours	Pay Rate	OT Pay Rate	Gross Job Pay	Per Diem Rate	Check Number	Total Gross Pay	Social Security	Medicare	Federal Tax	State Tax	Other	Other	Total Deduct	Net Pay
Ybarra, Javier		10	9.5	11.5	11	9			51	$ 13.00	$ 19.50	$ 734.50	$ 150.00	8440	875.88	54.31	12.7	82.62				149.63	876.25
Ybarra, Javier						4.25			4.25	$ 13.00	$ 19.50	$ 82.88											
Burt, John		10	9.5	11.5	11	9			51	$ 10.50	$ 15.75	$ 593.75	$ 150.00	8422	640.5	39.71	9.29	64.29				113.29	677.21
Milliorn, Maury		6	4	4	3	1			18	$ 27.00	$ 40.50	$ 540.00		8430	2307.69	133.16	31.14	344.39		159.89		668.58	1639.11

CAT TRAX RENTALS

12630 W. HWY 29
LIBERTY HILL, TX 78642

512-515-5959 Phone
512-515-5467 Fax

Status: Open

Contract #: 70789A

Date Out: Sat 8/22/2020 11:17AM

Operator: CAPEHEART, ROBERT

Customer #: 11601

CHAMPION INFRASTRUCTURE **361-438-2425 Phone**

317 SALADO CREEK PLACE

SALADO, TX 76571

Qty	Key	Items	Status	Agreed Return Date	Price
1	HAMBC500#3	HAMMER, 500# ROCK ATLAS-COPCO #1	Out	Sat 8/29/2020 11:17AM	$630.00
	THIS RENTAL INCLUDES AN ATTACHMENT THAT UTILIZES HYDRAULIC HOSES TO POWER THE ATTACHMENT. HYDRAULIC HOSES ARE THE RESPONSIBILITY OF THE CUSTOMER. WE RECOMMEND THE CUSTOMER INSPECT ANY HYDRAULIC HOSE ON THE ATTACHMENT FOR LEAKS OR DAMAGE BEFORE LEAVING OUR SHOP. AFTER LEAVING OUR LOT, IT IS THE CUSTOMER'S RESPONSIBILITY TO REPLACE THE DAMAGED HOSES OR PAY FOR CAT TRAX TO REPAIR THEM.				
1	BUCKET12MINI	BUCKET, 12" MINI X	Out	Sat 8/29/2020 11:17AM	$0.00
1	EXCMB8	EXCAVATOR, MINI E-26 #8	Out	Sat 8/29/2020 11:17AM	$705.00
	Meter Out: 1682.7 USING THIS ONE WHILE WE FIX THE E-35 KEY CODE: 77777				
1	HEQTAX	TEXAS EQUIPMENT TAX	Pulled		$1.57
1	BUCKET12MINI	BUCKET, 12" MINI X	Out	Sat 8/29/2020 11:17AM	$0.00

WE CHARGE FOR TIME OUT AS WELL AS TIME USED

CUSTOMER IS REQUIRED TO CALL IN TO EXTEND ANY RENTAL

Rental Contract

1. Tire policy - All flats, tire damage and lost time due to flats are LESSEE'S responsibility.
2. Operator safety - Gloves, eye and ear protection should be worn at all times.
3. Cleaning - A cleaning charge will be made on items returned dirty.
4. Fuel - $ 4.50 / gallon on delivered equipment, $5.00 / gallon on customer returned equipment not full
5. If equipment does not function properly notify lessor w/in 30 minutes of occurence or no refund will be made.
6. I hereby authorize the lessor to make appropriate charges to my credit card and/or check. A $35.00 charge will be made for each returned check.
7. Rented Items taken farther than 20 miles from our location are subject to additional charges if repairs or services are required.

5 hour rate: Allowed to keep equpment for 5 hrs with up to 4 hrs on hour meter
Daily rate: Allowed to keep equpment for 24 hrs with up to 8 hrs on hour meter
Weekly rate: Allowed to keep equipment for 7 days with up to 40 hrs on hour meter**
Monthly rate: Allowed to keep equpment for 28 days with up to 160 hrs on hour meter**

**Weekly and monthly rentals not paid for in advance will be charged based on the daily rate.

This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customers obligations. I have received complete verbal operating and safety instructions. These terms and conditions are a part of this contract - READ THEM !!!

Signature:

CHAMPION INFRASTRUCTURE

Rental:	**$1,335.00**
F.T.V.:	**$172.22**
Sales:	**$1.57**
Subtotal:	**$1,508.79**
Williamson Co./State:	**$110.14**
Total:	**$1,618.93**
Paid:	**$0.00**
Amount Due:	**$1,618.93**

CAT TRAX RENTALS

12630 W. HWY 29
LIBERTY HILL, TX 78642

512-515-5959 Phone
512-515-5467 Fax

Status: Open

Contract #: 70789A

Date Out: Sat 8/22/2020 11:17AM

Operator: CAPEHEART, ROBERT

Customer #: 11601

CHAMPION INFRASTRUCTURE **361-438-2425 Phone**

317 SALADO CREEK PLACE

SALADO, TX 76571

Qty	Key	Items	Status	Agreed Return Date	Price
1	HAMBC500#3	HAMMER, 500# ROCK ATLAS-COPCO #1	Out	Sat 8/29/2020 11:17AM	$630.00
	THIS RENTAL INCLUDES AN ATTACHMENT THAT UTILIZES HYDRAULIC HOSES TO POWER THE ATTACHMENT. HYDRAULIC HOSES ARE THE RESPONSIBILITY OF THE CUSTOMER. WE RECOMMEND THE CUSTOMER INSPECT ANY HYDRAULIC HOSE ON THE ATTACHMENT FOR LEAKS OR DAMAGE BEFORE LEAVING OUR SHOP. AFTER LEAVING OUR LOT, IT IS THE CUSTOMER'S RESPONSIBILITY TO REPLACE THE DAMAGED HOSES OR PAY FOR CAT TRAX TO REPAIR THEM.				
1	BUCKET12MINI	BUCKET, 12" MINI X	Out	Sat 8/29/2020 11:17AM	$0.00
1	EXCMB8	EXCAVATOR, MINI E-26 #8	Out	Sat 8/29/2020 11:17AM	$705.00
	Meter Out: 1682.7 USING THIS ONE WHILE WE FIX THE E-35 KEY CODE: 77777				
1	HEQTAX	TEXAS EQUIPMENT TAX	Pulled		$1.57
1	BUCKET12MINI	BUCKET, 12" MINI X	Out	Sat 8/29/2020 11:17AM	$0.00

WE CHARGE FOR TIME OUT AS WELL AS TIME USED

CUSTOMER IS REQUIRED TO CALL IN TO EXTEND ANY RENTAL

Rental Contract

1. Tire policy - All flats, tire damage and lost time due to flats are LESSEE'S responsibility.
2. Operator safety - Gloves, eye and ear protection should be worn at all times.
3. Cleaning - A cleaning charge will be made on items returned dirty.
4. Fuel - $ 4.50 / gallon on delivered equipment, $5.00 / gallon on customer returned equipment not full
5. If equipment does not function properly notify lessor w/in 30 minutes of occurence or no refund will be made.
6. I hereby authorize the lessor to make appropriate charges to my credit card and/or check. A $35.00 charge will be made for each returned check.
7. Rented Items taken farther than 20 miles from our location are subject to additional charges if repairs or services are required.

5 hour rate: Allowed to keep equpment for 5 hrs with up to 4 hrs on hour meter
Daily rate: Allowed to keep equpment for 24 hrs with up to 8 hrs on hour meter
Weekly rate: Allowed to keep equipment for 7 days with up to 40 hrs on hour meter**
Monthly rate: Allowed to keep equpment for 28 days with up to 160 hrs on hour meter**

**Weekly and monthly rentals not paid for in advance will be charged based on the daily rate.

This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customers obligations. I have received complete verbal operating and safety instructions. These terms and conditions are a part of this contract - READ THEM !!!

Signature:

CHAMPION INFRASTRUCTURE

Rental:	**$1,335.00**
F.T.V.:	**$172.22**
Sales:	**$1.57**
Subtotal:	**$1,508.79**
Williamson Co./State:	**$110.14**
Total:	**$1,618.93**
Paid:	**$0.00**
Amount Due:	**$1,618.93**

CAT TRAX RENTALS

12630 W. HWY 29
LIBERTY HILL, TX 78642

512-515-5959 Phone
512-515-5467 Fax

Status: Quote

Quote #: q1114

Quote To: Thu 8/13/2020 9:00AM

Operator: BUTLER, COREY

Customer #: 11601

CHAMPION INFRASTRUCTURE **361-438-2425 Phone**

317 SALADO CREEK PLACE
SALADO, TX 76571

Qty	Key	Items	Status	Quote Date	Price
1	SAW14QG	SAW, 14" QUICKIE GAS	Rental	Fri 8/14/2020 9:00AM	$60.00
1	SAWWBXD14	BLADE, DIAMOND 14"	Rental	Fri 8/14/2020 9:00AM	$20.00
1	SAWWBXD14	BLADE, DIAMOND 14"			$0.25
	Usage $0.25 per unit with 0 units free.				

Quote valid for 30 days.

Rental:	**$80.00**
F.T.V.:	**$10.32**
Sales:	**$0.25**
Subtotal:	**$90.57**
Williamson Co./State:	**$6.62**
Total:	**$97.19**
Paid:	**$0.00**
Amount Due:	**$97.19**

Signature:

CHAMPION INFRASTRUCTURE

CAT TRAX RENTALS

12630 W. HWY 29
LIBERTY HILL, TX 78642

512-515-5959 Phone
512-515-5467 Fax

Status: Completed

Invoice #: 71094
Invoice Date: Sat 8/15/2020
Date Out: Mon 8/10/2020 12:47PM

Operator: BUTLER, COREY

Customer #: 11601

CHAMPION INFRASTRUCTURE
317 SALADO CREEK PLACE
SALADO, TX 76571

361-438-2425 Phone

Job Descr: Maury 830/613-0198 called it in.

Qty	Key	Items	Status	Returned Date	Price
1	ROCKSAW24#1	ROCKSAW, RT450 6"X24"	Returned	Sat 8/15/2020 9:47AM	$1,350.00
	Meter Out: 25.3	Meter In: 27.8 Total hours on meter: 2.5			
1	VIT	HEAVY EQUIP TAX (WILLIAMSON	Pulled		$2.93

Thank you for your business!

Payments made on this contract:

Rental/Sale Paid	$1,638.46	Mon 8/10/2020 12:49PM Credit Card Amex 3**********3317 Auth:828629
Total	**$1,638.46**	

Rental Contract

1. Tire policy - All flats, tire damage and lost time due to flats are LESSEE'S responsibility.
2. Operator safety - Gloves, eye and ear protection should be worn at all times.
3. Cleaning - A cleaning charge will be made on items returned dirty.
4. Fuel - $ 4.50 / gallon on delivered equipment, $5.00 / gallon on customer returned equipment not full
5. If equipment does not function properly notify lessor w/in 30 minutes of occurence or no refund will be made.
6. I hereby authorize the lessor to make appropriate charges to my credit card and/or check. A $35.00 charge will be made for each returned check.
7. Rented Items taken farther than 20 miles from our location are subject to additional charges if repairs or services are required.

5 hour rate: Allowed to keep equpment for 5 hrs with up to 4 hrs on hour meter
Daily rate: Allowed to keep equpment for 24 hrs with up to 8 hrs on hour meter
Weekly rate: Allowed to keep equipment for 7 days with up to 40 hrs on hour meter**
Monthly rate: Allowed to keep equpment for 28 days with up to 160 hrs on hour meter**

**Weekly and monthly rentals not paid for in advance will be charged based on the daily rate.

This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customers obligations. I have received complete verbal operating and safety instructions. These terms and conditions are a part of this contract - READ THEM !!!

Rental:	**$1,350.00**
F.T.V.:	**$174.15**
Sales:	**$2.93**
Subtotal:	**$1,527.08**
Williamson Co./State:	**$111.38**
Total:	**$1,638.46**
Paid:	**$1,638.46**
Amount Due:	**$0.00**

Signature:

CHAMPION INFRASTRUCTURE

EquipmentWatch™

www.equipmentwatch.com

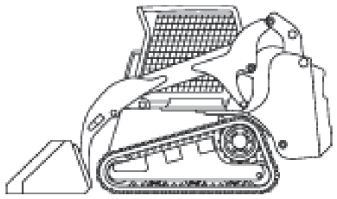
All prices shown in US$

Rental Rate Blue Book®

August 31, 2017

Bobcat T190 (disc. 2013)
Compact Track Loaders

Size Class:
1751 - 2200 lbs
Weight:
7,775 lbs.



Configuration for T190 (disc. 2013)

Operator Protection	**ROPS/FOPS**	Power Mode	**Diesel**
Net Horsepower	**66 hp**	Oper. Cap. (35% of Tip Load)	**1900 lbs**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	$2,555.00	$715.00	$180.00	$27.00	$13.30	$27.82
Adjustments						
Region (Texas: 88.9%)	($283.61)	($79.37)	($19.98)	($3.00)		
Model Year (2011: 96.7%)	($74.96)	($20.98)	($5.28)	($0.79)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$2,196.43**	**$614.65**	**$154.74**	**$23.21**	**$13.30**	**$25.78**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	34%	$868.70/mo
Overhaul (ownership)	51%	$1,303.05/mo
CFC (ownership)	5%	$127.75/mo
Indirect (ownership)	10%	$255.50/mo
Fuel (operating) @ 2.53	46%	$6.18/hr

Revised Date: 2nd Half 2017

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

www.equipmentwatch.com

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EquipmentWatch.

www.equipmentwatch.com

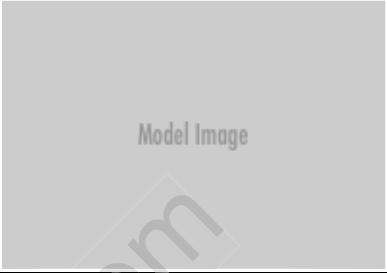
All prices shown in US$

Rental Rate Blue Book®

January 30, 2019

Miscellaneous 4X2 1 340 CREW DSL
On-Highway Light Duty Trucks

Size Class:
300 HP & Over
Weight:
N/A



Configuration for 4X2 1 340 CREW DSL

Axle Configuration	**4X2**	Power Mode	**Diesel**
Horsepower	**340**	Cab Type	**Crew**
Ton Rating	**1**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	$995.00	$280.00	$70.00	$11.00	$17.30	$22.95
Adjustments						
Region (Texas: 91.4%)	($85.57)	($24.08)	($6.02)	($0.95)		
Model Year (2014: 97.4%)	($23.65)	($6.65)	($1.66)	($0.26)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**$885.78**	**$249.27**	**$62.32**	**$9.79**	**$17.30**	**$22.33**

Non-Active Use Rates	**Hourly**
Standby Rate	$3.57
Idling Rate	$18.37

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	$537.30/mo
Overhaul (ownership)	29%	$288.55/mo
CFC (ownership)	7%	$69.65/mo
Indirect (ownership)	10%	$99.50/mo
Fuel (operating) @ 3.27	77%	$13.34/hr

Revised Date: 1st Half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

www.equipmentwatch.com

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EquipmentWatch™

www.equipmentwatch.com

All prices shown in US$

Rental Rate Blue Book®

September 30, 2016

Miscellaneous Non-Tilt Deck Utility Trailers

Non-Tilt Deck Utility Trailers

Size Class:
All
Weight:
4,200 lbs.

Configuration for Non-Tilt Deck Utility Trailers

Hitch Type	**Tow**	Number of Tires	**4**
Capacity	**5 t**	Number of Axles	**2**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	$270.00	$76.00	$19.00	$3.00	$1.75	$3.28
Adjustments						
Region (Texas: 90.4%)	($25.92)	($7.30)	($1.82)	($0.29)		
Model Year (2002: 87.7%)	($30.02)	($8.45)	($2.11)	($0.33)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$214.06**	**$60.25**	**$15.07**	**$2.38**	**$1.75**	**$2.97**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	45%	$121.50/mo
Overhaul (ownership)	37%	$99.90/mo
CFC (ownership)	6%	$16.20/mo
Indirect (ownership)	12%	$32.40/mo

Fuel cost data is not available for these rates.

Revised Date: 2nd Half 2016

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ACME BARRICADES
PO BOX 708
SALADO, TX 76571
512-379-2900
www.acmebarricade.com

INVOICE

Date	Invoice Number
8/26/2020	1236

Bill To	Ship To
Champion Infrastructure, LLC PO Box 1285 Salado, TX 76571	

P.O. Number	Project/Job Code	Start Date	Stop Date	Rep	Terms
Liberty Walk	Wilco Signal	8/11/2020	8/11/2020		Net 30

Quantity	Item Code	Description	Price Each	S.O. No.	Amount
1	02 Site Work	TCP on 8/11	1,250.00		1,250.00T
1	02 Site Work	TCP on 8/14	2,600.00		2,600.00T
1	Credit	TCP on 8/14	-2,600.00		-2,600.00T
1	Credit Memo	Requested to have two seperate invoices, bh	0.00		0.00T
		Georgetown Sales Taxes	8.25%		103.13

Remit Payment To: PO Box 708, Salado, TX 76571. Thank You!

brandy@acmebarricade.com

Total $1,353.13

ACME BARRICADES
PO BOX 708
SALADO, TX 76571
512-379-2900
www.acmebarricade.com

INVOICE

Date	Invoice Number
8/26/2020	1238

Bill To	Ship To
Champion Infrastructure, LLC PO Box 1285 Salado, TX 76571	

P.O. Number	Project/Job Code	Start Date	Stop Date	Rep	Terms
Liberty Walk	Wilco Signal	8/14/2020	8/14/2020		Net 30

Quantity	Item Code	Description	Price Each	S.O. No.	Amount
1	02 Site Work	TCP on 8/14	2,600.00		2,600.00T
		Georgetown Sales Taxes	8.25%		214.50

Remit Payment To: PO Box 708, Salado, TX 76571. Thank You!

brandy@acmebarricade.com

Total $2,814.50

Underground Services, Inc.

24 Hagerty Blvd., Suite #11
West Chester, PA 19382

Invoice

Date	Invoice #
8/20/2020	602460-1

Bill To	Location
Champion Infrastructure LLC P.O. Box 1285 Salado, TX	Liberty Walk & O'Connor Round Rock, TX PM - Maury Milliorn

P.O. No.	Terms	Due Date	Project
	Net 30; then 1.5% pe	9/20/2020	

Description	Unit Price	Quantity	Amount
7/30/20 - 7/31/20 Subsurface utility locate (14.75 hours @ $235/hr)	235.00	14.75	3,466.25
Mob/demob (8.75 hours @ $100/hr)	100.00	8.75	875.00
Daily Reports of Work attached			

We appreciate the chance to be of service to you!

Total	$4,341.25
Payments/Credits	$0.00
Balance Due	$4,341.25

Phone #	Fax #	E-mail
610-738-8762	610-696-7864	lfitzgerald@softdig.com

Corporate Office
24 Hagerty Blvd., Suite 11
West Chester, PA 19382
softdig@softdig.com

SoftDig®

Subsurface Utility Engineers

Phone No.: (877) SOFTDIG
Phone No.: (610) 738-8762
Fax No.: (610) 696-7864

Daily Report of Work

Sheet _____ of _____

SoftDig® Project #: 602460 Date: 7/30/2020

Client: ~~Dakota~~ **Champion Infrastructure** Work Authorization: _____

Location of Work: Great oaks & O'Connor Round Rock

Description of Work: Trench For water line (PVC) @ liberty walk Intersection

LABOR

Employee	Man-Hours On-Site Mark	Dig	Surv.	Flag.	Travel	Down
M. weber		7.75			4.25	
M. laver		7.75			4.25	
Ram C.		7.75			4.25	

Flagger (Subcontractor)	# _____	Hrs. _____
TMA Truck	# _____	Hrs. _____
Arrow Panel	# _____	Hrs. _____
Other:	# _____	Hrs. _____

Site Contact: _____

Truck #: S-164/S-155

Mileage	Location	Od. Reading	Miles
FROM	Shop	172181	
TO	site	172281	
FROM	Site	172281	
TO	Shop	172381	

	Work Previous	Work Today	Total
# of TH's			
LF Designation			
# Borings Cleared			
Trenching L/W/D		21'x2'x7'	
Other:			

Arrive Site: 8:30 (6:30) Leave Site: 4:15 (6:30)

Notes:

Dug 3 trenches

1. 7'x2'x7'
2. 7'x2'x1'
3. 7'x2'x2' ↖ need to Finish 7/31

holes left open per Client

Approvals:

M. weber
SoftDig® Representative (Printed)

M Weber
SoftDig® Representative (Signature)

7/30/2020
Date

_____
Client Representative (Printed)

_____
Client Representative (Signature)

_____
Date

07/18

Corporate Office
24 Hagerty Blvd., Suite 11
West Chester, PA 19382
softdig@softdig.com

SoftDig®
Subsurface Utility Engineers

Phone No.: (877) SOFTDIG
Phone No.: (610) 738-8762
Fax No.: (610) 696-7864

Daily Report of Work

Sheet _____ of _____

SoftDig® Project #: 602460 Date: 7/31/2020

Client: ~~Dakota~~ **Champion Infrastructure** Work Authorization: _____

Location of Work: great Oaks & O'Connor

Description of Work: Pothole / Trench

LABOR

Employee	Man-Hours On-Site Mark	Dig	Surv.	Flag.	Travel	Down
M. weber		7			4.50	
Ram. C.		7			4.50	
M. lauer		7			4.5	

Flagger (Subcontractor)	# _____	Hrs. _____
TMA Truck	# _____	Hrs. _____
Arrow Panel	# _____	Hrs. _____
Other:	# _____	Hrs. _____

Site Contact: _____

Truck #: 155 / 164

Mileage	Location	Od. Reading	Miles
FROM	Shop	172396	
TO	Site	172500	
FROM	Site	172500	
TO	Shop	172590	

	Work Previous	Work Today	Total
# of TH's			
LF Designation			
# Borings Cleared			
Trenching L/W/D		10'x2'x5.6'	
Other:			

Approvals:

M. weber
SoftDig® Representative (Printed)

M weber
SoftDig® Representative (Signature)

7/31/2020
Date

_____
Client Representative (Printed)

_____
Client Representative (Signature)

_____
Date

Arrive Site: 8:00 Leave Site: 3:00
5:30

Notes:

Arrived on site got fuel & Dumped Dirt
Returned to site
Trenched across meadin to try & Find 60' RCP Per Record
* Spoils Dumped off site
* holes left open per client

07/18

INVOICE

DATE
8-15-2020

INVOICE NO
0001005

Booth Tactical and Safety
P.O.Box 924
Florence, Tx 76527
737-808-6373
lynn@boothtacticalandsafety.com

Champion Infrastructure
P.O.Box 1285
Salado, TX. 76571
512-216-6229
Attn: Maury Milliorn
maury@championcivil.com

WILLIAMSON COUNTY	PROJECT: 1907-333	CSJ: 1907-330	OCONNOR DR

Due on Receipt

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
Traffic Control	Officer Cooper 8-13-2020	$65.00 pr hr x 9.25	$ 594.75
Traffic Control	Officer Booth 8-13-2020	$65.00 pr hr x 7 hrs	$ 455.00
Traffic Control	Officer Cooper 8-14-2020	$65.00 pr hr x 8 hrs	$ 520.00
Traffic Control	Officer Booth 8-14-2020	$65.00 pr hr x 8 hrs	$ 520.00

Subtotal	$ 2,089.75
Sales Tax	
Total	$ 2,089.75

Thank you for your business

TECHLINE, Inc.

INVOICE

9609 Beck Circle ▪ Austin, Texas 78758-5401
Phone: (512) 833-5410 ▪ Fax: (512) 833-5407

INVOICE DATE	SHIPPED	ORDER NO.
07/23/20	07/23/20	1937035-00

P.O. NO.	PAGE #	TERMS
2019-402	1	NET 30 DAYS

INSTRUCTIONS

SHIP POINT	SHIP VIA
Techline TxDot New Braunfels	Will Call

CUST.#: 10307

SHIP TO: CHAMPION INFRASTRUCTURE, LLC
O'CONNOR DRIVE TRAFFIC SIGNAL
317 SALADO CREEK PL
SALADO, TX 76571

BILL TO: CHAMPION INFRASTRUCTURE, LLC
P.O. BOX 2984
GEORGETOWN, TX 78627

Please remit all payments to:
Techline, Inc.
P.O. Box 674005
Dallas, TX 75267-4005

Please remit overnight payments to:
Techline, Inc.
4400 Amon Carter Blvd.
Suite 110
Fort Worth, TX 76155
(972) 705-4267

*** D U P L I C A T E ***

LINE NO.	QUANTITY ORDERED	QUANTITY B.O.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
3	1600	0	PVC 200 SCH 80 2 INCH SCHEDULE 80 CONDUIT, 10 FT LENGTH Cantex #A53CA12 . Lift = 1,400' .	1600	ft	0.91	1456.00
4	2800	1920	PVC 300 SCH 80 PVC 3 INCH SCHEDULE 80 10 FOOT LENGTHS	880	FT	1.62	1425.60
8	110	80	PVC EL20090SCH80 PVC ELBOW 2 INCH SCHEDULE 80 90	30	EA	3.79	113.70
9	140	100	PVC EL30090SCH80 PVC ELBOW 3 INCH SCHEDULE 80 90	40	EA	9.62	384.80
10	20	0	PVC EL20045SCH80 2 INCH SCHEDULE 80 45 DEGREE ELBOW	20	ea	3.09	61.80
11	30	0	PVC EL30045SCH80 PVC ELBOW 3 INCH SCHEDULE 80 45	30	ea	8.35	250.50
13	240	160	PVC CP200 PVC COUPLING, 2 INCH Cantex# 3141628 Standard box = 40. .	80	EA	0.46	36.80
14	280	200	PVC CP300 3 INCH PVC COUPLING Cantex #6141630. . box = 40. .	80	EA	1.33	106.40
25	18	0	55985 PVC Cement, Quart, 633L Low VOC .	18	EA	7.00	126.00
64	Lines Total		Qty Shipped Total	2778		Total Invoice Total	3961.60 3961.60

Continued

Past due invoices will accrue interest at the rate of one and one-half percent (1.5%) per month (18% per year).

INVOICE

TECHLINE, Inc.
9609 Beck Circle ▪ Austin, Texas 78758-5401
Phone: (512) 833-5410 ▪ Fax: (512) 833-5407

INVOICE DATE	SHIPPED	ORDER NO.
07/23/20	07/23/20	1937035-00

P.O. NO.	PAGE #	TERMS
2019-402	2	NET 30 DAYS

INSTRUCTIONS

SHIP POINT	SHIP VIA
Techline TxDot New Braunfels	Will Call

CUST.#: 10307

SHIP TO: CHAMPION INFRASTRUCTURE, LLC
O'CONNOR DRIVE TRAFFIC SIGNAL
317 SALADO CREEK PL
SALADO, TX 76571

BILL TO: CHAMPION INFRASTRUCTURE, LLC
P.O. BOX 2984
GEORGETOWN, TX 78627

Please remit all payments to:
Techline, Inc.
P.O. Box 674005
Dallas, TX 75267-4005

Please remit overnight payments to:
Techline, Inc.
4400 Amon Carter Blvd.
Suite 110
Fort Worth, TX 76155
(972) 705-4267

*** D U P L I C A T E ***

LINE NO.	QUANTITY ORDERED	QUANTITY B.O.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)

Last Page

Past due invoices will accrue interest at the rate of one and one-half percent (1.5%) per month (18% per year).

Round Rock Landscape Supplies

New Age Rocks Inc

15212 R. Road 620N, Austin, TX, 78717

Invoice

Date	Invoice #
8/10/2020	26322

PAID 08/10/2020

Bill To	Ship To
Champion Construction Maury Millorn	

P.O. No.	Terms

Description	Qty	Rate	Amount
MASONRY SAND PER YARD	3	47.405	142.22

190814-9606
Amex
Maryllil.

Subtotal	$142.22
Sales Tax (7.25%)	$0.00
Total	$142.22
Payments/Credits	-$142.22
Balance Due	$0.00
Customer Total Balance	$0.00

Round Rock Landscape Supplies
15212 RR 620
Austin, TX 78717
512-994-5577

SALE

TID: 78849013 REF#: 000000010
Batch #: 001747 RRN: 223346754957
08/10/20 14:15:58
AVS: 0 CVC: U
APPR CODE: 828362 Chip
AMEX **/**
**********317

AMOUNT $142.22

APPROVED

AMERICAN EXPRESS
AID: A0000002501080 1
TVR: 00 00 00 80 00
TSI: E8 00

Thank You
Please Come Again
All sales are final

Phone #
512 994 55 77

E-mail	Web Site
roundrockls@yahoo.com	www.roundrocklandscapesupplies.c...

Custom-Crete

A U.S. CONCRETE COMPANY

331 N. Main Street, Euless, TX 76039

INVOICE

MAKE CHECKS PAYABLE TO: Custom-Crete

REMIT TO: PO BOX 843466 Dallas, TX 75284-3466

BILLING INQUIRIES: PHONE (817) 835-4100 • FAX (817) 835-4074

CUSTOMER #	PROJECT #	LIEN LOCATION
2077321		
ORDER #	**ORDER DATE**	**TERMS**
10030	08/11/20	NET 30 DAYS
PURCHASE ORDER		**CUSTOMER JOB #**
MORY		
INVOICE #	**DATE**	**DUE DATE** / **PAGE**
31154274	08/11/20	09/10/20 / 1
CREDIT/DEBIT #	**CREDIT/DEBIT ORDER**	**DATE**

CHAMPION INFRASTRUCTURE,
PO BOX 1285
Salado TX 76571

Project Name

Delivery Address OCONNOR & LIBERTY WALK

DATE	PLANT	TICKET #	PRODUCT #	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
08/11/20	907	314264	PS5040J	FAST SET 4 SACK	4.00cy	130.90	523.60
08/11/20	907	314264	EDELVCOQ	Delivery Fee Per	1.00ea	60.00	60.00

Please Pay By Invoice Number

a USCONCRETE company

YARDS	4.00
TONS	
NON TAXABLE	
TAXABLE	583.60
TAX	48.16
TOTAL	631.76

Custom-Crete

A U.S. CONCRETE COMPANY

Date:	08/11/2020
Order#:	115
Ticket#:	314264
Plant:	AUSTIN TO VOL (V07)
Truck#:	213 VM
Driver:	JUAN DIAZ
Customer:	CHAMPION INFRASTRUCTURE, LLC
Address:	OCONNOR & LIBERTY WALK ROUND ROCK, TX
Job#:	N/A
PO#:	MORY
Mix:	PS5040J
Slump:	8.00
Ord:	4.0

Load	Product Desc	Amt	Ext Amt
4.0	FAST SET 4 SACK FLOW F...		
1.0	DELIVERY CHARGE PER L...		
6.25	STATE SALES TAX (%)		
1.0	COUNTY TAX (%)		
1.0	CITY TAX (%)		
	Total:		

On Job	11:54
Pouring (Elapsed)	12:00 (5 MN)
End Pour (Elapsed)	12:48 (48 MN)
Leave Job (Elapsed)	

Batch Weights	Target	Actual	UOM
POZZOSLAG CEMENT	1,504.0	0.0	LB
Moist%:	0.00	**Vari%:**	-100.00
WATER	61.2	0.0	GL
Moist%:	0.00	**Vari%:**	-100.00
AIR ENTRAINMENT	80.0	0.0	OZ
Moist%:	0.00	**Vari:**	-100.00
ACTIVATOR - 4F	224.0	0.0	OZ
Moist%:	0.00	**Vari%:**	-100.00
SAND - MANUFACTURED	11,468.0	0.0	LB
Moist%:	0.04	**Vari%:**	-100.00

Received:
Signature Capture:08-11-2020 12:48 @ LAT: 30.503612 LONG: -97.730751

Signature acknowledges receipt of Materials, acceptance of below Disclaimer and MSDS Sheets if available.

NOTICE: All warranties either expressed or implied are void if water is added to the concrete to increase slump over the design specification.

Not responsible for concrete color variations.

Use of this product without proper personal Protective equipment could cause bodily injury.

Every effort should be taken to avoid contact with skin.

How doers get more done.

2700 WHITESTONE BLVD
CEDAR PARK, TX 78613 (512)528-9053

6585 00003 12686 08/11/20 11:48 AM
SALE CASHIER LAURA

764661000075 80#MAXIMIZER <A>
80LB SAKRETE MAXIMIZER CONCRETE MIX
6@9.50 57.00
099137102305 FLASHING <A> 7.16
10"X10' GALV ROLL FLASHING - MILL

SUBTOTAL 64.16
SALES TAX 5.29
TOTAL $69.45
XXXXXXXXXXX3317 AMEX
USD$ 69.45
AUTH CODE 805451/4033346 TA
Chip Read
AID A000000025010801 AMERICAN EXPRESS

6585 08/11/20 11:48 AM

6585 03 12686 08/11/2020 4108

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	1	180	02/07/2021

Due to COVID-19, we have extended our returns policy for most items.
Please see homedepot.com for details.

****

DID WE NAIL IT?

Take a short survey for a chance TO WIN A $5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: W53 32246 25664
PASSWORD: 20411 25661

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

How doers get more done.

11301 LAKELINE BLVD
AUSTIN TX 78717 (512) 331-4436

0509 00004 16354 08/11/20 04:43 PM
SALE CASHIER AARON

078627775823 50 FLEXRITE <A> 24.97
5/8"X50' WATERWORKS FLEXRITE HOSE
039645110263 60# MORTAR <A>
60LB QUIKRETE MORTAR MIX
94@5.20 488.80

SUBTOTAL 513.77
SALES TAX 42.39
TOTAL $556.16
XXXXXXXXXXX3317 AMEX
USD$ 556.16
AUTH CODE 860913/4042083 TA
Chip Read
AID A000000025010801 AMERICAN EXPRESS

0509 08/11/20 04:43 PM

0509 04 16354 08/11/2020 5009

RETURN POLICY DEFINITIONS

POLICY ID	DAYS	POLICY EXPIRES ON
A 1	180	02/07/2021

Due to COVID-19, we have extended our returns policy for most items.
Please see homedepot.com for details.

****

DID WE NAIL IT?

Take a short survey for a chance TO WIN A $5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: HTJ 33506 33001
PASSWORD: 20411 32997

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

Invoice

River City Hose & Supply Inc.
9230 Research Blvd.
Austin, TX 78758
(512) 506-8450

Invoice Number: 0143355-IN
Invoice Date: 8/12/2020
Sales Order Number:
Sales Order Date:
Salesperson: AT
Entered By: AT

Customer Number: CODREPT

Sold To:

COD REPEAT / CHAMPION LLC.
9230 Research Blvd
Austin, TX 78758

Ship To:

COD REPEAT
9230 Research Blvd
Austin, TX 78758

Confirm To:

Customer P.O.	Ship VIA	Form of Payment	Terms
		MCV 3317	No Terms

Item Number	Ordered	Shipped	Back Ordered	List Price	Price	Amount
73111-005 Rockbit .735 STD PP	50.00	50.00 **Whse:**000	0.00	6.39	6.390	319.50

190814-9606
Amex
Mary Ann.

Net Invoice:	319.50
Less Discount:	0.00
Freight:	0.00
Sales Tax:	26.36
Invoice Total:	345.86
Less Deposit:	345.86
Invoice Balance:	0.00

HAVE A NICE DAY, AND THANK YOU FOR YOUR BUSINESS!
-RIVER CITY HOSE AND SUPPLY

Received By: _____
Print Name

_____
Signature

How doers get more done.

2700 WHITESTONE BLVD
CEDAR PARK, TX 78613 (512)528-9053

6585 00062 33654 08/13/20 06:25 PM
SALE SELF CHECKOUT

756918206231 2X6-10 SYP <A>
2X6-10FT #2 PRIME KD SYP
4@7.74 30.96
095043238213 2X3-8 SELECT <A>
2X3-8FT SELECT
8@2.98 23.84

SUBTOTAL	54.80
SALES TAX	4.51
TOTAL	$59.31

XXXXXXXXXXX3317 AMEX
USD$ 59.31
AUTH CODE 882375/2624054 TA
Chip Read
AID A000000025010801 AMERICAN EXPRESS

6585 08/13/20 06:25 PM

6585 62 33654 08/13/2020 4342

RETURN POLICY DEFINITIONS

POLICY ID	DAYS	POLICY EXPIRES ON
A 1	180	02/09/2021

Due to COVID-19, we have extended our returns policy for most items. Please see homedepot.com for details.

****

DID WE NAIL IT?

Take a short survey for a chance TO WIN A $5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 74182 67659
PASSWORD: 20413 67597

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

How doers get more done.

11301 LAKELINE BLVD
AUSTIN TX 78717 (512) 331-4436

0509 00002 94181 08/13/20 01:27 PM
SALE CASHIER ELIZABETH

0000-999-835 PALLET FEE <A,U> 15.00
PALLET FEE
0000-169-765 80LB CONCRET <A>
80LB QUIKRETE CONCRETE MIX
42@3.90 163.80
Total INSTANT VOL SAVINGS -32.76
MAX REFUND VALUE $131.04/42

SUBTOTAL 146.04
SALES TAX 12.05
TOTAL $158.09
XXXXXXXXXXX3317 AMEX
USD$ 158.09
AUTH CODE 808093/2024244 TA
Chip Read
AID A000000025010801 AMERICAN EXPRESS

<U> - NON-DISCOUNTABLE ITEM

0509 08/13/20 01:27 PM

0509 02 94181 08/13/2020 0084

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	1	180	02/09/2021

Due to COVID-19, we have extended our returns policy for most items.
Please see homedepot.com for details.

****

DID WE NAIL IT?

Take a short survey for a chance TO WIN A $5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: HTJ 189160 188653
PASSWORD: 20413 188651

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

Round Rock Landscape Supplies

New Age Rocks Inc

15212 R. Road 620N, Austin, TX, 78717

Invoice

Date	Invoice #
8/17/2020	26465

PAID 08/17/2020

Bill To	Ship To
Champion Construction Maury Millorn	

P.O. No.	Terms

Description	Qty	Rate	Amount
MASONRY SAND PER YARD	3	47.405	142.22

190814-9606
Amex
Mary Mill.

Round Rock Landscape Supplies
15212 RR 620
Austin, TX 78717
512-994-5577

SALE

TID: 78849013 REF#: 00000007
Batch #: 001759 RRN: 230333256389
08/17/20 14:39:50
AVS: 0 CVC: U
APPR CODE: 843327 Chip
AMEX **/**
**********3317

AMOUNT $142.22

APPROVED

AMERICAN EXPRESS
AID: A0000000250108O1
TVR: 00 00 00 80 00
TSI: E8 00

Thank You
LL
R

Subtotal	$142.22
Sales Tax (7.25%)	$0.00
Total	$142.22
Payments/Credits	-$142.22
Balance Due	$0.00
Customer Total Balance	$0.00

Phone #	E-mail	Web Site
512 994 55 77	roundrockls@yahoo.com	www.roundrocklandscapesupplies.c...

Round Rock Landscape Supplies

New Age Rocks Inc

15212 R. Road 620N, Austin, TX, 78717

Invoice

Date	Invoice #
8/17/2020	26468

PAID 08/17/2020

Bill To	Ship To
Champion Construction Maury Millorn	

P.O. No.	Terms

Description	Qty	Rate	Amount
GRANITE GRAVEL 5/8" PER YD	3	49.305	147.92
19084-9606 fax Mary Mill.			

Round Rock Landscape Supplies
15212 RR 620
Austin, TX 78717
512-994-5577

SALE

TID: 78849013 REF#: 00000009
Batch #: 001759 RRN: 230915258336
08/17/20 15:12:17
AVS: 0 CVC: U
APPR CODE: 881462 Chip
AMEX **/**
**********3317

AMOUNT $147.92

APPROVED

AMERICAN EXPRESS
AID: A0000000250108O1
TVR: 00 00 00 80 00
TSI: E8 00

Thank You
Please Come Again
All sales are final
No refunds or exchanges
Not responsible for
Damages done while
Loading/delivering

Subtotal	$147.92
Sales Tax (7.25%)	$0.00
Total	$147.92
Payments/Credits	-$147.92
Balance Due	$0.00
Customer Total Balance	$0.00

Phone #	E-mail	Web Site
512 994 55 77	roundrockls@yahoo.com	www.roundrocklandscapesupplies.c...

How doers get more done.

2700 WHITESTONE BLVD
CEDAR PARK, TX 78613 (512)528-9053

6585 00002 10922 08/18/20 01:47 PM
SALE CASHIER JESUS

764661000075 80#MAXIMIZER <A>
80LB SAKRETE MAXIMIZER CONCRETE MIX
6@9.50 57.00
764666538337 REBAR TIWIRE <A> 6.97
328' 16GA REBAR TIE WIRE
0000-363-973 3/8X2 REBAR <A>
3/8"X2' #3 REBAR
4@2.10 8.40

SUBTOTAL 72.37
SALES TAX 5.97
TOTAL $78.34
XXXXXXXXXXX3317 AMEX
USD$ 78.34
AUTH CODE 809435/7023449 TA
Chip Read
AID A000000025010801 AMERICAN EXPRESS

6585 08/18/20 01:47 PM

6585 02 10922 08/18/2020 7472

RETURN POLICY DEFINITIONS

POLICY ID	DAYS	POLICY EXPIRES ON
A 1	180	02/14/2021

Due to COVID-19, we have extended our returns policy for most items.
Please see homedepot.com for details.

****

DID WE NAIL IT?

Take a short survey for a chance TO WIN A $5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: WQC 28718 22135
PASSWORD: 20418 22133

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

How doers get more done.

2700 WHITESTONE BLVD
CEDAR PARK, TX 78613 (512)528-9053

6585 00002 12928 08/19/20 07:37 AM
SALE CASHIER JESUS

039645100455 50# FAST SET <A>
50LB QUIKRETE FAST SETTING CONCRETE
16@5.25 84.00
073257005357 HUSKY 50CT <A> 25.97
HUSKY 42G CONTRACTOR BAGS 50CT

SUBTOTAL 109.97
SALES TAX 9.07
TOTAL $119.04
XXXXXXXXXXX3317 AMEX
USD$ 119.04
AUTH CODE 868605/6023526 TA
Chip Read
AID A000000025010801 AMERICAN EXPRESS

6585 08/19/20 07:37 AM

6585 02 12928 08/19/2020 7886

RETURN POLICY DEFINITIONS

POLICY ID	DAYS	POLICY EXPIRES ON
A 1	180	02/15/2021

Due to COVID-19, we have extended our returns policy for most items.
Please see homedepot.com for details.

****

DID WE NAIL IT?

Take a short survey for a chance TO WIN A $5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: WQC 32730 26147
PASSWORD: 20419 26145

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

Round Rock Landscape Supplies

New Age Rocks Inc

15212 R. Road 620N, Austin, TX, 78717

Invoice

Date	Invoice #
8/19/2020	26501

PAID 08/19/2020

Bill To	Ship To
Champion Construction Maury Millorn	

P.O. No.	Terms

Description	Qty	Rate	Amount
GRANITE GRAVEL 5/8" PER YD	3.5	49.305	172.57
190814-9606 Amex Mary Mill.			

ALL SALES ARE FINAL. WE ARE NOT RESPONSIBLE FOR DAMAGE...
PR...

AI... FOR
AI... LS.
U... R
FC...
A... D.
AI...
TI... WILL
BI... TER
TI...

Round Rock Landscape Supplies
15212 RR 620
Austin, TX 78717
512-994-5577

SALE

TID: 78849013 REF#: 00000006
Batch #: 001763 RRN: 232222749359
08/19/20 12:42:40
AVS: 0 CVC: U
APPR CODE: 07213G Chip
VISA **/**
**********4879 $172.57

AMOUNT

APPROVED

CAPITAL ONE VISA
AID: A0000000031010
TVR: 00 80 00 80 00
TSI: E8 00

Subtotal	$172.57
Sales Tax (7.25%)	$0.00
Total	$172.57
Payments/Credits	-$172.57
Balance Due	$0.00
Customer Total Balance	$0.00

Phone #
512 994 55 77

E-mail	Web Site
roundrockls@yahoo.com	www.roundrocklandscapesupplies.c...

Round Rock Landscape Supplies

New Age Rocks Inc

15212 R. Road 620N, Austin, TX, 78717

Invoice

Date	Invoice #
8/19/2020	26500

PAID 08/19/2020

Bill To	Ship To
Champion Construction Maury Millorn	

P.O. No.	Terms

Description	Qty	Rate	Amount
GRANITE GRAVEL 5/8" PER YD	3.5	49.305	172.57

190814-9606
Amex
Mary Mull.

Round Rock Landscape Supplies
15212 RR 620
Austin, TX 78717
512-994-5577

SALE

TID: 78849013 REF#: 00000005
Batch #: 001763 RRN: 232388047427
08/19/20 12:10:28
AVS: 0 CVC: U
APPR CODE: 00837G Chip
VISA **/**
**********4879

AMOUNT $172.57

APPROVED

CAPITAL ONE VISA
AID: A0000000031010
TVR: 00 80 00 80 00
TSI: E8 00

Subtotal	$172.57
Sales Tax (7.25%)	$0.00
Total	$172.57
Payments/Credits	-$172.57
Balance Due	$0.00
Customer Total Balance	$0.00

Phone #	E-mail	Web Site
512 994 55 77	roundrockls@yahoo.com	www.roundrocklandscapesupplies.c...

Round Rock Landscape Supplies

New Age Rocks Inc

15212 R. Road 620N, Austin, TX, 78717

Invoice

Date	Invoice #
8/19/2020	26499

PAID 08/19/2020

Bill To	Ship To
Champion Construction Maury Millorn	

P.O. No.	Terms

Description	Qty	Rate	Amount
GRANITE GRAVEL 5/8" PER YD	3.5	49.305	172.57

190814-9606
Amex
Mau Millorn.

Round Rock Landscape Supplies
15212 RR 620
Austin, TX 78717
512-994-5577

SALE

TID: 78849013 REF#: 00000004
Batch #: 001763 RRN: 732081045888
08/19/20 11:44:48
AVS: 0 CVC: U
APPR CODE: 03461G
VISA Chip
**********4879

AMOUNT $172.57

APPROVED

CAPITAL ONE VISA
AID: A0000000031010
TVR: 00 80 00 80 00
TSI: E8 00

Subtotal	$172.57
Sales Tax (7.25%)	$0.00
Total	$172.57
Payments/Credits	-$172.57
Balance Due	$0.00
Customer Total Balance	$0.00

Phone #	E-mail	Web Site
512 994 55 77	roundrockls@yahoo.com	www.roundrocklandscapesupplies.c...

Custom-Crete

A U.S. CONCRETE COMPANY

331 N. Main Street, Euless, TX 76039

INVOICE

MAKE CHECKS PAYABLE TO:	Custom-Crete
REMIT TO:	PO BOX 843466 Dallas, TX 75284-3466
BILLING INQUIRIES:	PHONE (817) 835-4100 • FAX (817) 835-4074

CUSTOMER #	PROJECT #	LIEN LOCATION
2077321		
ORDER #	**ORDER DATE**	**TERMS**
10087	08/19/20	NET 30 DAYS
PURCHASE ORDER		**CUSTOMER JOB #**
90814		
INVOICE #	**DATE**	**DUE DATE** / **PAGE**
31154959	08/19/20	09/18/20 / 1
CREDIT/DEBIT #	**CREDIT/DEBIT ORDER**	**DATE**

CHAMPION INFRASTRUCTURE,
PO BOX 1285
Salado TX 76571

Project Name

Delivery Address LIBERTY WALK DR & OCONNOR DR

DATE	PLANT	TICKET #	PRODUCT #	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
08/19/20	907	315710	PS5040J	FAST SET 4 SACK	7.50cy	130.90	981.75
08/19/20	907	315710	EDELVCOQ	Delivery Fee Per	1.00ea	60.00	60.00

Please Pay By Invoice Number

a USCONCRETE company

YARDS	7.50
TONS	
NON TAXABLE	
TAXABLE	1,041.75
TAX	85.95
TOTAL	1,127.70

FERGUSON®
WATERWORKS

FERGUSON ENTERPRISES, LLC
FERGUSON WATERWORKS #1254
200 PARK CENTRAL BLVD
GEORGETOWN, TX 78626
PH: 512-930-2262 FAX: 512-930-2388

ACCEPT B/O = N
SHOWROOM = N
SOURCE = SOE
IB FRT = N 0.
OB SHP = N 0.
20 AUG 2020 11:44:

CASH SALES ORDER
*** C O D ***

ORDER NO.	REQUIRED DATE	SHIP WHS.	SELL WHS.
CG095513	08/20/20	1254	1254

WRITER	SALESMAN
JG	125

TAG P.O. NO.

CUSTOMER NO.	CUSTOMER ALPHA	CONTRACT NO.	BID NO.	ORDER DATE	ORDERED BY
44983	CASH1254			08/20/20	MURRY

SOLD TO
CASH SALE ACCT #1254
AUSTIN - GEORGETOWN
CASH SALES ONLY
DO NOT MAIL
GEORGETOWN, TX 78626

CUST PH:

SHIP TO
COUNTER PICK UP
FERGUSON WATERWORKS #1254
200 PARK CENTRAL BLVD
GEORGETOWN, TX 78626

INSTRUCTIONS
190814-9606
Annex
Mary Mull.

SHIP VIA
CPU COUNTER PICK-UP

PCS	BAGS	BOXES	CRATES	LENGTHS	BUNDLES

OML CONTACT
Jimmy Gill

VENDOR

VENDOR P.O. NO.

ROUTE NO.	RUN NO.	DEPAR

ROUTE DESC.

CUSTOMER P.O. NO.	JOB NAME	ATTN:	SHIP WT.	SHIP DATE	DELIVERED BY	PACKED BY	CHECKED BY
CASH1254	CASH1254						

LINE	ORDER QTY.	SHIP QTY.		ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	P.O. NO.	AISLE LO
1	1	1		030758	32 OZ PURP PRMR - NSF LISTED	9.050	EA	9.05	2.0 lb	X2
2	1	1		JC12300	3 IPS PVC COMP COUP	27.860	EA	27.86	3.1 lb	X3
					PAID 39.96 BY American Express CC# XXXXXXXXXXXX3317 ON 08/20/20					

NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES.
SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY.

SUBTOTAL	INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE
36.91	0.00	0.00	3.05	0.00	39.96

CUSTOMER'S SIGNATURE: _____ DATE: 8/20/20

TERMS: CASH ON DEMAND

CUSTOMER COPY

CONTINUED

FEIA16 DT0237 (09/16)

FERGUSON®
WATERWORKS

FERGUSON ENTERPRISES, LLC
FERGUSON WATERWORKS #1254
200 PARK CENTRAL BLVD
GEORGETOWN, TX 78626
PH: 512-930-2262 FAX: 512-930-2388

CASH SALES ORDER
*** COD ***

ACCEPT B/O = N
SHOWROOM = N
SOURCE = SOE
IB FRT = N 0.
OB SHP = N 0.
20 AUG 2020 11:44:

ORDER NO.	REQUIRED DATE	SHIP WHS.	SELL WHS.
CG095513	08/20/20	1254	1254

WRITER	SALESMAN
JG	125

TAG P.O. NO.

CUSTOMER NO.	CUSTOMER ALPHA	CONTRACT NO.	BID NO.	ORDER DATE	ORDERED BY
44983	CASH1254			08/20/20	MURRY

INSTRUCTIONS

OML CONTACT: Jimmy Gill

VENDOR

VENDOR P.O. NO.

SOLD TO
CASH SALE ACCT #1254
AUSTIN - GEORGETOWN
CASH SALES ONLY
DO NOT MAIL
GEORGETOWN, TX 78626

CUST PH:

SHIP TO
COUNTER PICK UP
FERGUSON WATERWORKS #1254
200 PARK CENTRAL BLVD
GEORGETOWN, TX 78626

SHIP VIA: CPU COUNTER PICK-UP

ROUTE NO. | RUN NO. | DEPAR

PCS	BAGS	BOXES	CRATES	LENGTHS	BUNDLES

ROUTE DESC.

CUSTOMER P.O. NO.	JOB NAME	ATTN:	SHIP WT.	SHIP DATE	DELIVERED BY
CASH1254	CASH1254				

PACKED BY | CHECKED BY

LINE	ORDER QTY.	SHIP QTY.		ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	P.O. NO.	AISLE LO
	DATE.....:			08/20/20						
	CARD TYPE.....:			American Express						
	ACCT #.....:			XXXXXXXXXXX3317						
	AUTHORIZATION #.....:			224168						
	AMOUNT.....:			$39.96						

I agree to pay the total amount of this purchase. By signing below, I understand and authorize backordered products to be pre-authorized and charged to my credit card account upon shipment. If third party payer fails to pay for any reason, then I agree to pay any unpaid balance.

MAURY

****

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES.
SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY.

SUBTOTAL	INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE

TERMS:

CUSTOMER'S SIGNATURE: _____ DATE: _____

CUSTOMER COPY

FEIA16 DT0237 (09/16)

How doers get more done.

2700 WHITESTONE BLVD
CEDAR PARK, TX 78613 (512)528-9053

6585 00002 15947 08/20/20 07:33 AM
SALE CASHIER JESUS

039645170144 BLKTP PTCH50 <A>
50LB QUIKRETE COM GRD BLACKTOP PATCH
10@13.75 137.50

SUBTOTAL	137.50
SALES TAX	11.34
TOTAL	$148.84
XXXXXXXXXXX3317 AMEX	
USD$	148.84
AUTH CODE 845483/5023651	TA

Chip Read
AID A000000025010801 AMERICAN EXPRESS

6585 08/20/20 07:33 AM

6585 02 15947 08/20/2020 6863

RETURN POLICY DEFINITIONS

POLICY ID	DAYS	POLICY EXPIRES ON
A 1	180	02/16/2021

Due to COVID-19, we have extended our returns policy for most items. Please see homedepot.com for details.

****

DID WE NAIL IT?

Take a short survey for a chance TO WIN A $5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: WQC 38768 32185
PASSWORD: 20420 32183

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

How doers get more done.

2700 WHITESTONE BLVD
CEDAR PARK, TX 78613 (512)528-9053

6585 00062 66688 08/25/20 12:46 PM
SALE SELF CHECKOUT

611942033041 PVC CAP <A>
4" PVC CAP SLIP
2@8.59 17.18

SUBTOTAL	17.18
SALES TAX	1.42
TOTAL	$18.60
XXXXXXXXXXX3317 AMEX	
USD$	18.60

AUTH CODE 889149/0625922 TA
Chip Read
AID A000000025010801 AMERICAN EXPRESS

6585 08/25/20 12:46 PM

6585 62 66688 08/25/2020 1189

RETURN POLICY DEFINITIONS

POLICY ID	DAYS	POLICY EXPIRES ON
A 1	180	02/21/2021

Due to COVID-19, we have extended our returns policy for most items. Please see homedepot.com for details.

****

DID WE NAIL IT?

Take a short survey for a chance TO WIN A $5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 140250 133727
PASSWORD: 20425 133665

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

Packing List

AUSTIN, TX
1922 WAUKESHA DR
PFLUGERVILLE TX 78660-2033

Phone: 512-421-2300

Page 1 of 1

Graybar Delivery: 8033442347
Graybar Sales Order: 372818081

Ordered: 08/26/2020
Shipped: 08/27/2020

Ship To:	Sold To:
CHAMPION INFRASTRUCTURE PO Box 1285 SALADO TX 76571	CHAMPION INFRASTRUCTURE PO Box 1285 SALADO TX 76571

Ordered By: Maury Milliorn

Customer PO	Customer Release Number	Shipping Method
CC 08262020-MAURY MILLIORN		CUSTOMER PICKUP

Mfg Part Number	Description	Ordered	Shipped	BO/Oth	Unit Price	Ext Price
ELL-80-90-2	SCH80 2IN 90DEG ELBOW	20 EA	20 EA		576.27 Per 100 EA	115.25
ELL-80-90-2	SCH80 2IN 90DEG ELBOW	9 EA	9 EA		576.27 Per 100 EA	51.86

Terms of Payment: Pay immediately
As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

Sub Total:	167.11
Freight & Handling:	0.00
Tax:	13.79
Total due:	180.90

Credit Card: **AMEX** ending in 3317

Graybar Standard Terms and Conditions of Sale apply unless other terms have been agreed to by Graybar and Customer in writing. See www.graybar.com for the Graybar Standard Terms and Conditions of Sale.

Items Not in this Shipment					
Mfg Part number	Description	Ordered	Shipped	BO/Oth	Shipping Info
30-1260	MDL 60 GRAY/GRY UG	100 EA		100 EA	SHIPPING From AUSTIN, TX on TBD
P8A	PEN AL-AL AL-CU PET SQEZ	1 EA	1 EA		Shipped From AUSTIN, TX Est. delv. 08/26
CT15BK50-C	15IN BLK 50LB CABLE TIE-100BAG (06204)	100 EA	100 EA		Shipped From AUSTIN, TX Est. delv. 08/26
CT15BK120-C	15IN BLK120 LB CABLE TIE-100BAG (06207)	100 EA	100 EA		Shipped From AUSTIN, TX Est. delv. 08/26

190814-9606
Amex
[signature]

In this shipment: _____Boxes _____Pieces _____Bundles_____Coils_____Reels_____Pallets

Received By: _____ Received Name: MAURY MILLIORN

Round Rock Landscape Supplies

New Age Rocks Inc

15212 R. Road 620N, Austin, TX, 78717

Invoice

Date	Invoice #
8/27/2020	26654

PAID 08/27/2020

Bill To	Ship To
Champion Construction Maury Millorn	

P.O. No.	Terms

Description	Qty	Rate	Amount
CHOCOLATE LOAM (1 YD)	1	25.555	25.56

190814-9606
Capital One
Mary Mill.

Round Rock Landscape Supplies
15212 RR 620
Austin, TX 78717
512-994-5577

SALE

TID: 78849013 REF#: 00000007
Batch #: 001777 RRN: 740797053302
08/27/20 13:48:23
AVS: 0 CVC: U
APPR CODE: 04687G Chip
VISA **/**
**********4879 $25.56

AMOUNT

APPROVED

CAPITAL ONE VISA
AID: A0000000031010
TVR: 00 80 00 80 00
TSI: E8 00

ALL SALES ARE FINAL. WE ARE NOT RESPONSIBLE FOR DAMAGE ON FOR ALS. ER ED. WILL TER

Subtotal	$25.56
Sales Tax (7.25%)	$0.00
Total	$25.56
Payments/Credits	-$25.56
Balance Due	$0.00
Customer Total Balance	$0.00

Phone #	E-mail	Web Site
512 994 55 77	roundrockls@yahoo.com	www.roundrocklandscapesupplies.c...

Round Rock Landscape Supplies

New Age Rocks Inc

15212 R. Road 620N, Austin, TX, 78717

Invoice

Date	Invoice #
8/27/2020	26649

PAID 08/27/2020

Bill To	Ship To
Champion Construction Maury Millorn	

P.O. No.	Terms

Description	Qty	Rate	Amount
CHOCOLATE LOAM (1 YD)	1.5	25.555	38.33

190814-9606
Capital One
Mandell.

Subtotal	$38.33
Sales Tax (7.25%)	$0.00
Total	$38.33
Payments/Credits	-$38.33
Balance Due	$0.00
Customer Total Balance	$0.00

Round Rock Landscape Supplies
15212 RR 620
Austin, TX 78717
512-994-5577

SALE

TID: 78849013 REF#: 00000003
Batch #: 001777 RRN: 240667742140
08/27/20 10:42:21
AVS: 0 CVC: U
APPR CODE: 06627G Chip
VISA **/**
**********4879

$38.33

AMOUNT

APPROVED

CAPITAL ONE VISA
AID: A0000000031010
TVR: 00 80 00 80 00
TSI: E8 00

Phone #
512 994 55 77

E-mail	Web Site
roundrockls@yahoo.com	www.roundrocklandscapesupplies.c...

Commissioners Court - Regular Session **84.**

Meeting Date: 09/29/2020

Awarding IFB # T1498 Shell Road and Shell Spur Milling Overlay

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 awarding IFB #T1498 Shell Road and Shell Spur Milling & Overlay to the lowest responsive bidder Lone Star Paving Company and authorizing execution of the Ensuing Agreement.

Background

Purchasing solicited sealed bids for Shell Road and Shell Spur Milling & Overlay. Four (4) suppliers participated in the solicitation of which three (3) submitted a bid. The bids received were thoroughly evaluated by Road and Bridge and it was determined that Lone Star Paving submitted the lowest responsive bid in the amount of $658,604.47. Department point of contact is Terron Evertson. Funding source 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/24/2020 09:17 AM
County Judge Exec Asst.	Andrea Schiele	09/24/2020 09:27 AM
Form Started By: Andrew Portillo		Started On: 09/22/2020 09:39 AM
Final Approval Date: 09/24/2020		

WILLIAMSON COUNTY
1848

August 27, 2020

Mr. Randy Barker
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for Shell Rd and Shell Spur Milling and Overlay IFB #T1498

Please find below the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Lone Star Paving Company) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Lone Star Paving Company - $658,604.47
2. Texas Materials Group, Inc. - $671,043.89
4. Austin Materials, LLC - $710,616.00

The Contractor's low base bid is $53,162.98 below the Engineer's Estimate, a cost decrease of 8.1%.

In addition to meeting the bid qualifications subject to being low bidder, Lone Star Paving Company has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $658,604.47 and the previous work experience, I recommend to the Williamson County Commissioner's Court that they award Lone Star Paving Company the contract for the Shell Rd and Shell Spur Milling and Overlay project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Lone Star Paving Company ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # T1498, Shell Road and Shell Spur Milling and Overlay; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of Six Hundred Fifty Eight Thousand Six Hundred Four Dollars and Forty Seven Cents ($658,604.47) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # T1498, including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: TBD

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before TBD**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **Two Hundred Dollars per day ($200/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 1,000,000	$ 1,000,000
Aggregate policy limits:		$1,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:
(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.
(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.
(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

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

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

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

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

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

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

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

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

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

Lone Star Paving Company

By: _____

Printed Name: Duane M. Gatlin, Sr.

Title: Senior Project Manager

Date: 9/10/2020

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

Michael Crum
Project Manager
_____
_____
Phone (512) 993-9079
Fax N/A

Commissioners Court - Regular Session **85.**

Meeting Date: 09/29/2020

McGray & McGray 2586 WA1 CR 282

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $157,797.00 to expire on December 31, 2020 under Williamson County Contract for Surveying Services between McGray & McGray Land Surveyors, Inc. and Williamson County dated May 19, 2020 for CR 282. Funding source: 01.0200.0210.004100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

McGray & McGray 2586 WA1 CR 282

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/24/2020 10:58 AM
County Judge Exec Asst.	Andrea Schiele	09/24/2020 11:00 AM
Form Started By: Vicky Edwards		Started On: 09/23/2020 12:48 PM
Final Approval Date: 09/24/2020		

WORK AUTHORIZATION NO. 1
PROJECT: CR 282

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **May 19, 2020** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **McGray & McGray Land Surveyors, Inc.** (the "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$157,797.00**.

Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **December 31, 2020**. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 2020.

SURVEYOR:

_____

By: _____
Signature

Chris I. Conrad, RPLS
Printed Name

Vice President
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

Bill Gravell, Jr.
Printed Name

Williamson County Judge
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Williamson County will provide a Project Manager and will provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule.

Attachment B
CR 282 Design Survey
Work Authorization No. 1

(Work Authorization No. 1 to be expired on 12/31/2020)

Area to Survey:

- CR 282 from RM 1869 south to the Williamson County Line (approx. 3.6 miles).

Scope of Services:

Design Survey:

- Elevations will be collected, with break lines as required, to provide a digital topographic design file at 1-foot interval contours.
- Locate and identify all above ground features within the survey limits including roadways, buildings, structures, fences, visible utilities, sidewalks, driveways, guardrails, signs, telecom boxes, utility poles, mailboxes and water meters.
- Invert elevations and size/type of utility and drainage pipes and culverts shall be identified within the project limits.
- Locate and identify types of existing pavement surfaces for streets and driveways.
- Location and elevations of drainage ditches, swales and creeks located within the survey limits.

Deliverables:

A. MicroStation (.dgn) version 8vi.

B. The units of the drawing file shall be U.S. survey feet.

Attachment C
Work Schedule

Williamson County
CR 282

Work Authorization No. 1

Prime Provider: McGray & McGray Land Surveyors, Inc.

	Week 0	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7				
Start Work Date = Work Authorization Execution Date (Est. 9/28/2020)												Work Schedule Ends November 13, 2020
Tasks/Deliverables												
Establish Project Control (Primary every 1 mile, Secondary every 1500')												
Topographic Design Survey (ROW plus 5' both sides)												
Existing ROW Survey (Graphic Only)												
County Review												

TASK DESCRIPTION	SURVEY MANAGER RPLS	SENIOR SURVEY TECH	SURVEY TECH	ABSTRACTOR	2 - PERSON CREW	ADMIN / CLERICAL	TOTAL LABOR HRS & COSTS
Establish Project Control (Primary every 1 mile, Secondary every 1500')	6	12	40		36		94
Topographic Design Survey (ROW plus 5' both sides)	30	165	330		160		685
Existing ROW Survey (Graphic Only)	75	100	160	64	120		519
							0
HOURS SUB-TOTALS	111.00	277.00	530.00	64.00	316.00	0.00	1298
CONTRACT RATE PER HOUR	$145.00	$96.00	$90.00	$80.00	$165.00	$70.00	
TOTAL LABOR COSTS	$16,095.00	$26,592.00	$47,700.00	$5,120.00	$52,140.00	$0.00	$147,647.00
% DISTRIBUTION OF STAFFING	8.55%	21.34%	40.83%	4.93%	24.35%	0.00%	75.65%
SUBTOTAL -							**$147,647.00**

OTHER DIRECT EXPENSES	UNIT	RATE	QUANTITY	TOTAL
Mobile Mapper	per day	$9,000.00	1	$9,000.00
Mobile panels	per day	$30.00	30	$900.00
Deed Copies	sheet	$1.00	250	$250.00
SUBTOTAL OTHER DIRECT EXPENSES				**$10,150.00**

SUMMARY	
TOTAL LABOR COSTS (DIRECT LABOR)	$147,647.00
(OTHER DIRECT EXPENSES)	$10,150.00
GRAND TOTAL	**$157,797.00**

Commissioners Court - Regular Session **86.**

Meeting Date: 09/29/2020

award T1740 IFB Corridor H – Sam Bass Rd Traffic Signal Improvements

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #T1740 Corridor H-Sam Bass Rd Traffic Signal Improvements to Austin Traffic Signal in the amount of $319,866.00 and authorizing execution of the agreement. Funding source is P462

Background

This is for the construction of traffic signals, signing and pavement markings at two intersections on Sam Bass Road at Great Oaks Drive and Walsh Ranch Blvd. Only one bid was received, however the bidder (Austin Traffic Signal) was found to be responsive and materially balanced. Following is a summary of the bid totals:1. Austin Traffic Signal $319,866.00 was 11.1% higher than the Engineer's Estimate. In addition to meeting the bid qualifications subject to being low bidder, Austin Traffic Signal has successfully completed previous Williamson County projects (Multi Site Traffic Signal (CR110 at University and Gattis School at Winterfield) and Pearson at Neenah Signal) performing similar work. Based on the quality of previous work done for the County and their bid of $319,866.00, we concur with the Design Engineer's (K. Friese & Associates) Recommendation of Award for the Corridor H – Sam Bass Interim Traffic Signals' contract to Austin Traffic Signal in the amount of $319,866.00. Pat Womack- HNTB is the Point of Contact,

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Packet

Statement of Opening

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/24/2020 09:33 AM
County Judge Exec Asst.	Andrea Schiele	09/24/2020 11:01 AM

Form Started By: Johnny Grimaldo Started On: 09/24/2020 08:34 AM

Final Approval Date: 09/24/2020

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

September 23, 2020

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

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
Corridor H – Sam Bass Interim Traffic Signals
Williamson County Project No. T1740
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulations for the subject-referenced project. Only one bid was received, however the bidder (Austin Traffic Signal) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1. Austin Traffic Signal $319,866.00

The lowest bidder was 11.1% higher than the Engineer's Estimate.

In addition to meeting the bid qualifications subject to being low bidder, Austin Traffic Signal has successfully completed previous Williamson County projects (Multi Site Traffic Signal (CR 110 at University and Gattis School at Winterfield) and Pearson at Neenah Signal) performing similar work. Based on the quality of previous work done for the County and their bid of $319,866.00, we concur with the Design Engineer's (K. Friese & Associates) Recommendation of Award for the Corridor H – Sam Bass Interim Traffic Signals' contract to Austin Traffic Signal in the amount of $319,866.00.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation

James Klotz, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Form 1295

Cc: Judge Gravell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, HNTB Corporation
Richard Ridings, HNTB Corporation

Williamson County Road Bond Program
T1740 - Corridor H Sam Bass Interim Traffic Signals
September 23, 2020

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Austin Traffic Signal	$319,866.00	1	$32,057.30	11.1%	-	-

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Austin Traffic Signal	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	500-6001	MOBILIZATION	1	LS	$ 23,891.70	$ 23,891.70	$ 27,000.00	$ 27,000.00
2	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	2	MO	$ 6,465.00	$ 12,930.00	$ 5,500.00	$ 11,000.00
3	506-6041	BIODEG EROSN CONT LOGS (INSTL) (12")	650	LF	$ 3.00	$ 1,950.00	$ 4.00	$ 2,600.00
4	506-6043	BIODEG EROSN CONT LOGS (REMOVE)	650	LF	$ 1.00	$ 650.00	$ 2.00	$ 1,300.00
5	618-6046	CONDT (PVC) (SCH 80) (2")	445	LF	$ 13.00	$ 5,785.00	$ 25.00	$ 11,125.00
6	618-6053	CONDT (PVC) (SCH 80) (3")	95	LF	$ 17.00	$ 1,615.00	$ 35.00	$ 3,325.00
7	618-6074	CONDT (RM) (3")	140	LF	$ 42.00	$ 5,880.00	$ 20.00	$ 2,800.00
8	620-6007	ELEC CONDR (NO.8) BARE	250	LF	$ 2.00	$ 500.00	$ 1.50	$ 375.00
9	620-6008	ELEC CONDR (NO.8) INSULATED	1410	LF	$ 2.00	$ 2,820.00	$ 2.00	$ 2,820.00
10	620-6009	ELEC CONDR (NO.6) BARE	75	LF	$ 2.00	$ 150.00	$ 3.00	$ 225.00
11	620-6010	ELEC CONDR (NO.6) INSULATED	150	LF	$ 2.00	$ 300.00	$ 4.00	$ 600.00
12	624-6002	GROUND BOX TY A (122311)W/APRON	2	EA	$ 895.00	$ 1,790.00	$ 900.00	$ 1,800.00
13	624-6010	GROUND BOX TY D (162922)W/APRON	4	EA	$ 1,067.00	$ 4,268.00	$ 1,200.00	$ 4,800.00
14	627-6002	TIMBER POLE (CL 2) 40 FT	8	EA	$ 1,445.00	$ 11,560.00	$ 2,000.00	$ 16,000.00
15	628-6118	ELC SRV TY D 120/240 060(NS)AL(E)TP(O)	2.0	EA	$ 4,488.00	$ 8,976.00	$ 5,000.00	$ 10,000.00
16	644-6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	10	EA	$ 359.00	$ 3,590.00	$ 824.00	$ 8,240.00
17	644-6076	REMOVE SM RD SN SUP&AM	7	EA	$ 84.00	$ 588.00	$ 26.00	$ 182.00
18	666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	100	LF	$ 1.00	$ 100.00	$ 3.00	$ 300.00
19	666-6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	88	LF	$ 4.00	$ 352.00	$ 20.00	$ 1,760.00
20	666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	2	EA	$ 111.00	$ 222.00	$ 550.00	$ 1,100.00
21	666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	3	EA	$ 140.00	$ 420.00	$ 275.00	$ 825.00
22	666-6207	REFL PAV MRK TY II (Y) 4" (SLD)	353	LF	$ 1.00	$ 353.00	$ 1.00	$ 353.00
23	666-6224	PAVEMENT SEALER 4"	353	LF	$ 1.00	$ 353.00	$ 1.00	$ 353.00
24	666-6226	PAVEMENT SEALER 8"	100	LF	$ 1.00	$ 100.00	$ 1.50	$ 150.00
25	666-6230	PAVEMENT SEALER 24"	88	LF	$ 2.00	$ 176.00	$ 2.50	$ 220.00
26	666-6231	PAVEMENT SEALER (ARROW)	2	EA	$ 38.00	$ 76.00	$ 100.00	$ 200.00
27	666-6232	PAVEMENT SEALER (WORD)	3	EA	$ 39.00	$ 117.00	$ 75.00	$ 225.00
28	677-6001	ELIM EXT PAV MRK & MRKS (4")	15	LF	$ 1.00	$ 15.00	$ 15.00	$ 225.00
29	677-6003	ELIM EXT PAV MRK & MRKS (8")	12	LF	$ 1.00	$ 12.00	$ 20.00	$ 240.00
30	677-6007	ELIM EXT PAV MRK & MRKS (24")	21	LF	$ 5.00	$ 105.00	$ 25.00	$ 525.00
31	677-6008	ELIM EXT PAV MRK & MRKS (ARROW)	1	EA	$ 87.00	$ 87.00	$ 200.00	$ 200.00
32	677-6009	ELIM EXT PAV MRK & MRKS (DBL ARROW)	1	EA	$ 95.00	$ 95.00	$ 200.00	$ 200.00
33	678-6001	PAV SURF PREP FOR MRK (4")	353	LF	$ 1.00	$ 353.00	$ 1.00	$ 353.00
34	678-6004	PAV SURF PREP FOR MRK (8")	100	LF	$ 1.00	$ 100.00	$ 1.00	$ 100.00
35	678-6008	PAV SURF PREP FOR MRK (24")	88	LF	$ 2.00	$ 176.00	$ 1.00	$ 88.00
36	678-6009	PAV SURF PREP FOR MRK (ARROW)	2	EA	$ 40.00	$ 80.00	$ 10.00	$ 20.00
37	678-6016	PAV SURF PREP FOR MRK (WORD)	3	EA	$ 43.00	$ 129.00	$ 10.00	$ 30.00
38	680-6003	INSTALL HWY TRF SIG (SYSTEM)	2	EA	$ 30,000.00	$ 60,000.00	$ 35,500.00	$ 71,000.00
39	682-6001	VEH SIG SEC (12")LED(GRN)	20	EA	$ 212.00	$ 4,240.00	$ 430.00	$ 8,600.00
40	682-6002	VEH SIG SEC (12")LED(GRN ARW)	4	EA	$ 220.00	$ 880.00	$ 450.00	$ 1,800.00
41	682-6003	VEH SIG SEC (12")LED(YEL)	20	EA	$ 213.00	$ 4,260.00	$ 430.00	$ 8,600.00
42	682-6004	VEH SIG SEC (12")LED(YEL ARW)	5	EA	$ 213.00	$ 1,065.00	$ 450.00	$ 2,250.00
43	682-6005	VEH SIG SEC (12")LED(RED)	20	EA	$ 212.00	$ 4,240.00	$ 430.00	$ 8,600.00

Williamson County Road Bond Program
T1740 - Corridor H Sam Bass Interim Traffic Signals
September 23, 2020

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Austin Traffic Signal	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
44	682-6006	VEH SIG SEC (12")LED(RED ARW)	3	EA	$ 218.00	$ 654.00	$ 450.00	$ 1,350.00
45	682-6023	BACK PLATE (12")(3 SEC)	20	EA	$ 64.00	$ 1,280.00	$ 85.00	$ 1,700.00
46	682-6024	BACK PLATE (12")(4 SEC)	3	EA	$ 75.00	$ 225.00	$ 90.00	$ 270.00
47	684-6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	2480	LF	$ 2.00	$ 4,960.00	$ 2.00	$ 4,960.00
48	684-6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	595	LF	$ 2.00	$ 1,190.00	$ 3.00	$ 1,785.00
49	6058-6001	BBU SYSTEM (EXTERNAL BATT CABINET)	2	EA	$ 7,267.00	$ 14,534.00	$ 8,600.00	$ 17,200.00
50	6292-6001	RVDS(PRESENCE DETECTION ONLY)	8	EA	$ 5,987.00	$ 47,896.00	$ 4,591.00	$ 36,728.00
51	6292-6002	RVDS(ADVANCE DETECTION ONLY)	4	EA	$ 6,680.00	$ 26,720.00	$ 4,591.00	$ 18,364.00

NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT

52	999-WC01	FORCE ACCOUNT	25,000	DOL	$1.00	$25,000.00	$1.00	$25,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 287,808.70**		**$ 319,866.00**
		ACTUAL BID PROPOSAL				$287,808.70		$319,866.00
		ADJUSTMENT DIFFERENCE				$ -		$ -
		Bid Bond						Y
		Conflict of Interest Questionnaire						Y
		Bidder References (Minimum of Three)						Y

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING

1120 S. Capital of Texas Highway
CityView 2, Suite 100
Austin, Texas 78746
TBPE Firm #6535
P - 512.338.1704 F - 512.338.1784
kfriese.com

September 23, 2020

Hon. Judge Bill Gravell
County Judge
Williamson County, Texas
710 S. Main Street
Georgetown, Texas 78626

RE: Corridor H Sam Bass Road Interim Signal Project Recommendation of Award

Dear Judge Gravell,

On September 23, 2020 at 9:00 AM bids were opened for the Corridor H Sam Bass Road Interim Signal Project. One bid was received by Austin Traffic Signal Construction Company, Inc. in the amount of $319,866.00

No mathematical errors or other irregularities were found within the bid.

The bid security and all documentation required by the Instructions to Bidders was included with the bid. We recommend that the contract be awarded to Austin Traffic Signal Construction Company, Inc. in the amount of $319,866.00.

Should you have any questions, please feel free to contact me.

Sincerely,

B. Ryan Bell, PE
Project Manager

Attachments: Bid Tabulation

September 23, 2020

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2020-670807

Date Filed:
09/23/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

AUSTIN TRAFFIC SIGNAL CONSTRUCTION CO. INC.
roundrock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

WILLIAMSON COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

T 1740
CORRIDOR H -SAM BASS ROAD-INTERIM SIGNAL PROJECT

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
SHIN, FRED	Roundrock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Edward Schroeder, and my date of birth is [redacted]

My address is [redacted] (street) [redacted] (city) TX (state) 78734 (zip code) US. (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 23rd day of Sept. (month), 2020 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Statement of opening of offers

The registration period for the purchase process IFB Corridor H - Sam Bass Road Traffic Signal Improvements is closed on 23 Sep 2020 (Wed), 9:00 AM.

On 23 Sep 2020 (Wed), 9:00:00 AM, Johnny Grimaldo opened the registrations.

Entries submitted after the closing date, 23 Sep 2020 (Wed), 9:00 AM, will not be included in the procedure.

Registrations received:

	Offer ID	Name	Submitted
1	OF3841	**AUSTIN TRAFFIC SIGNAL** By: AUSTIN TRAFFIC SIGNAL	23 Sep 2020 (Wed), 8:08:25 AM

Registration prices:

AUSTIN TRAFFIC SIGNAL - Submitted price: $ 319,866.00

Reported by Johnny Grimaldo on 23 Sep 2020 (Wed), 9:02 AM

Commissioners Court - Regular Session **87.**

Meeting Date: 09/29/2020

Corridor C Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with Russell and Raquel Salisbury for right of way needed on the Corridor C project (Parcel 4). Funding Source: road bonds P459

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Salisbury Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/24/2020 11:02 AM

Form Started By: Charlie Crossfield Started On: 09/24/2020 09:22 AM

Final Approval Date: 09/24/2020

REAL ESTATE CONTRACT
Corridor C—SH29 Bypass

THIS REAL ESTATE CONTRACT ("Contract") is made by **RUSSELL J. SALISBURY** and **RAQUEL M. SALISBURY** (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 0.590 acre (25,689 Sq. Ft.) tract of land in the John McQueen Survey, Abstract No. 426 in Williamson County, Texas, being a portion of the remainder of that called 44.72 acre tract of land described in Special Warranty Deed with Vendor's Lien to RUSSELL J. SALISBURY AND WIFE, RAQUEL M. SALISBURY recorded in Volume 2319, Page 861 of the Official Records of Williamson County, Texas; said 0.590 acre tract being more particularly described by metes and bounds in EXHIBIT "A," attached hereto and incorporated herein (**Parcel 4**);

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-TWO THOUSAND SEVEN HUNDRED and 00/100 Dollars ($22,700.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions and Additional Consideration

2.03. Permitted Driveway Locations. As additional consideration for this transaction, and as an obligation and agreement which shall survive Closing, Purchaser agrees (i) that Seller shall be permitted to construct at its own expense two (2) driveway connections between the proposed Corridor C roadway improvements and the remaining property of Seller, and (ii) to provide reasonable assistance to Seller in the issuance of any permit or approval necessary for such driveway construction. Only one driveway will be permitted after the first phase of construction (interim) is complete, with the centerline of the driveway permitted herein being located between approximately centerline Station 125+63 to Station 127+29 of the proposed Corridor C roadway improvements (as identified on Exhibit "B" attached hereto and incorporated herein), or at other location agreed to in advance between Purchaser and Seller. Seller will be allowed a second driveway when the final phase of construction is complete (ultimate construction) with the centerline of the driveway permitted herein being located between approximately centerline Station 55+00 and Station 56+00, or at other location agreed to in advance between Purchaser and Seller. Seller shall be responsible for complying with all drainage culvert, spacing distance, driveway width or radii sizing regulations of Purchaser or other applicable regulatory jurisdiction prior to beginning construction of any permitted driveway, and construction shall comply with any design specifications otherwise required by any applicable Williamson County development rules. The two permitted driveways in this paragraph will run with the land and not be specific to the Seller.

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 "C" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as

may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default,

Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

{Signatures on following page}

SELLER:

RUSSELL J. SALISBURY

By: _____ Address: 1151 CR 105

Name: Russell J. Salisbury Hutto, TX 78634

Date: 9-14-20

RAQUEL M. SALISBURY

By: _____ Address: 1151 CR 105

Name: Raquel M. Salisbury Hutto, TX 78634

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____ Address: 710 Main Street, Suite 101
Bill Gravell, Jr. Georgetown, Texas 78626
County Judge

Date: _____

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 0.590 ACRE (25,689 SQUARE FOOT), TRACT OF LAND SITUATED IN THE JOHN McQUEEN SURVEY, ABSTRACT NO. 426 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 44.72 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO RUSSELL J. SALISBURY AND WIFE, RAQUEL M. SALISBURY RECORDED IN VOLUME 2319, PAGE 861 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.590 ACRE (25,689 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with plastic cap stamped "RPLS 5784" found 2,869.21 feet right of proposed Corridor C baseline station 134+99.78, in the existing northerly Right-of-Way (ROW) line of County Road (C.R.) 105 (variable width ROW), same being the southeasterly corner of the remainder of that called 15.00 acre tract of land described in Special Warranty Deed to said Russell J. Salisbury and wife, Raquel M. Salisbury recorded in Volume 1988, Page 496 of the Official Records of Williamson County, Texas, also being the southwesterly corner of the westerly remainder of that called 46.75 acre (Tract One) cited in Volume 2055, Page 142 of the Official Records of Williamson County, Texas, to La Miraj, Ltd. and described in Deed recorded in Volume 847, Page 898 of the Deed Records of Williamson County, Texas;

THENCE, departing said existing northerly ROW line, with the easterly boundary line of said remainder of the 15.00 acre tract and said remainder of the 44.72 acre tract and the westerly boundary line of said westerly remainder of the 46.75 acre tract, N 21°17'40" W, for a distance of 2659.18 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10198670.24, E=3153622.42 TxSPC Zone 4203) set 210.03 feet right of proposed Corridor C baseline station 135+03.45, in the proposed southerly ROW line of Corridor C (variable width ROW), for the southeasterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said westerly remainder tract, through the interior of said remainder of the 44.72 acre tract, with said proposed southerly ROW line, the following two (2) courses:

1) Along a curve to the left, having a delta angle of **00°54'51"**, a radius of **1220.00** feet, an arc length **19.47** feet and a chord which bears **S 89°48'56" W**, for a distance of **19.47** feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet right of proposed Corridor C baseline station 134+85.30, for a point of non-tangency;

2) **S 68°37'35" W** for a distance of **928.36** feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet right of proposed Corridor C baseline station 125+56.94 in the westerly boundary line of said remainder of the 44.72 acre tract, same being the easterly boundary line of the remainder of that called 28.479 acre tract of land described in Warranty Deed With Vendor's Lien to William L. Schwartz, Jr. and wife, Cheryl D. Schwartz recorded in Document No. 1999047979 of the Official Public Records of Williamson County, Texas, for the southwesterly corner of the herein described tract;

3) **THENCE,** continuing with said proposed southerly ROW line, same being the common boundary line of said remainder of the 44.72 acre tract and said remainder of the 28.479 acre tract, **N 21°23'48" W** for a distance of **25.79** feet to an iron rod with aluminum cap stamped "ROW 4933" set 177.21 feet right of proposed Corridor C baseline station 125+56.93 in the ostensible survey line of said John McQueen Survey and the Woodruff Stubblefield Survey, Abstract No. 556, same being the common northerly corner of said remainder of the 44.72 acre tract and said remainder of the 28.479 acre tract, also being in the southerly boundary line of that called 52.65 acre Tract 2 (West Tract) described in Warranty Deed to River City Partners, Ltd. recorded in Document No. 2016005898 of the 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 found, being the northwesterly corner of said remainder of the 28.479 acre tract, same being the northeasterly corner of that called 36.63 acre tract of land described in General Warranty Deed With Vendor's Lien to Richard A. Sliva, Et Ux, Karen L. Thompson-Sliva recorded in Document No. 1997024044 of the Official Records of Williamson County, Texas, bears with said proposed southerly ROW line, same being the southerly boundary line of said 52.65 acre tract, S 68°28'16" W for a distance of 517.48 feet;

4) **THENCE,** departing said remainder of the 28.479 acre tract, same being said proposed southerly ROW line, with said ostensible survey line, same being the common boundary line of said remainder of the 44.72 acre tract and said 52.65 acre tract, **N 68°28'16" E** for a distance of **946.57** feet to a 1/2" iron rod found, being the common corner of said remainder of the 44.72 acre tract and the remainder of said 46.75 acre tract, for the northeasterly corner of the herein described tract;

5) **THENCE,** departing said remainder of the 52.65 acre tract, with the common boundary line of said remainder of the 44.72 acre tract and said remainder of the 46.75 acre tract, **S 21°17'40" E** for a distance of **35.39** feet to the **POINT OF BEGINNING**, containing 0.590 acres, (25,689 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 18 DEC 2019

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

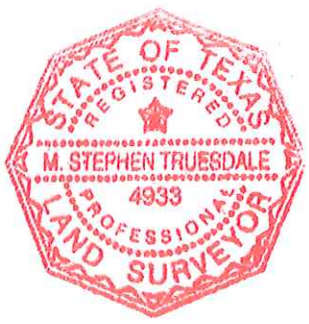
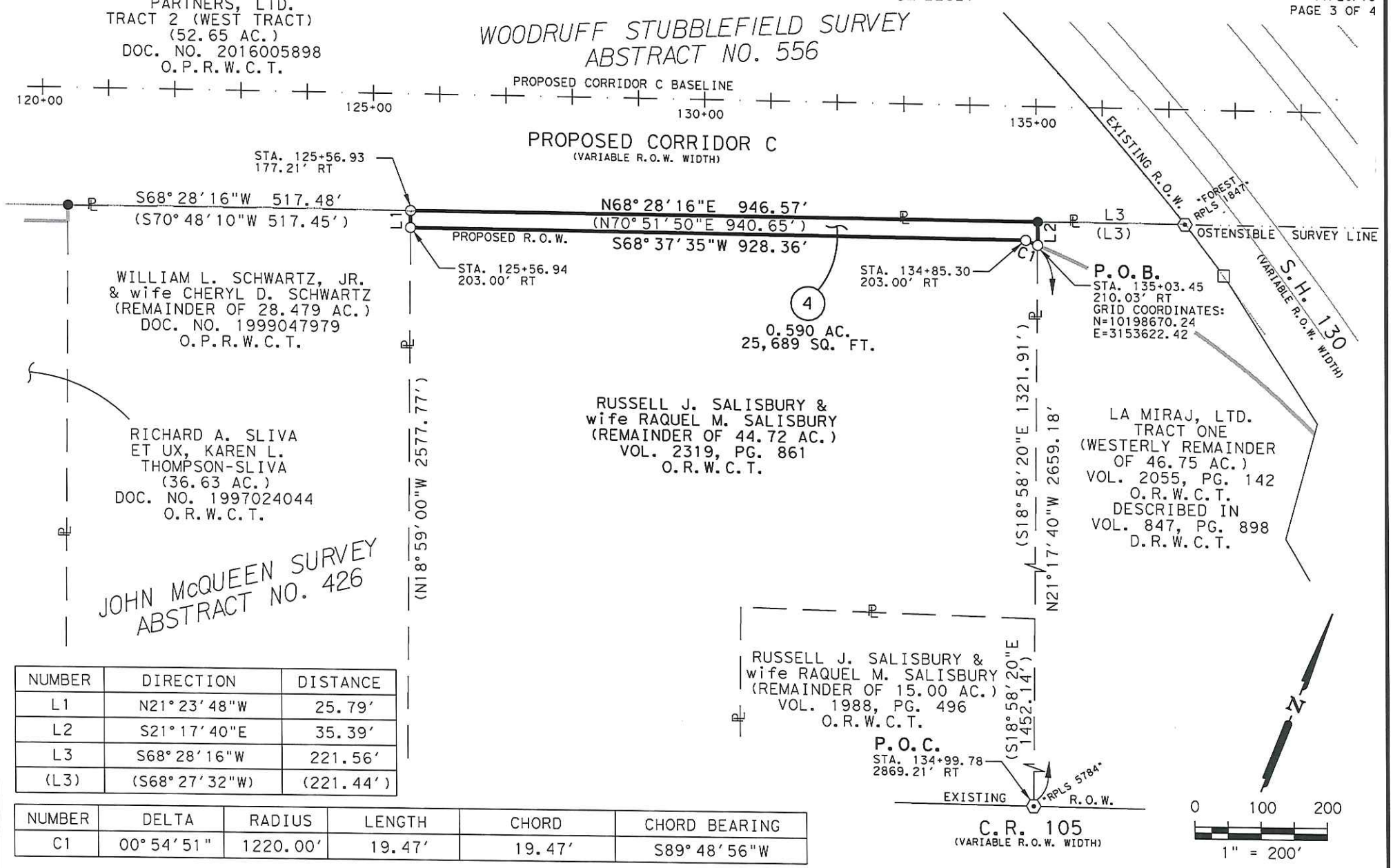


EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NUMBER	DIRECTION	DISTANCE
L1	N21°23'48"W	25.79'
L2	S21°17'40"E	35.39'
L3	S68°28'16"W	221.56'
(L3)	(S68°27'32"W)	(221.44')

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°54'51"	1220.00'	19.47'	19.47'	S89°48'56"W

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

RUSSELL J. SALISBURY & RAQUEL M. SALISBURY

SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 4

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 4-SALISBURY\PARCEL 4-SALISBURY-REV.dgn

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
□	IRON ROD FOUND W/TXDOT ALUMINUM CAP
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP, AS NOTED
✡	FENCE POST FOUND
△	CALCULATED POINT
○	IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)
◉	IRON PIPE FOUND
⊛	AXLE FOUND

℄	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.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO.1937052-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 27, 2019, ISSUE DATE SEPTEMBER 11, 2019.

10 A. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 282, PAGE 299, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

B. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 295, PAGE 383, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

C. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 299, PAGE 408, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DECRIPTION CANNOT BE LOCATED.

D. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 299, PAGE 620, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

E. EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 649, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

F. TERMS, CONDITIONS, AND STIPULATIONS IN THE BOUNDARY AGREEMENT RECORDED IN VOLUME 344, PAGE 99, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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 18 DEC 2019

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

	ACRES	SQUARE FEET
ACQUISITION	0.590	25,689
CALC/DEED AREA	44.23	1,926,590
REMAINDER AREA	43.64	1,900,901

INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

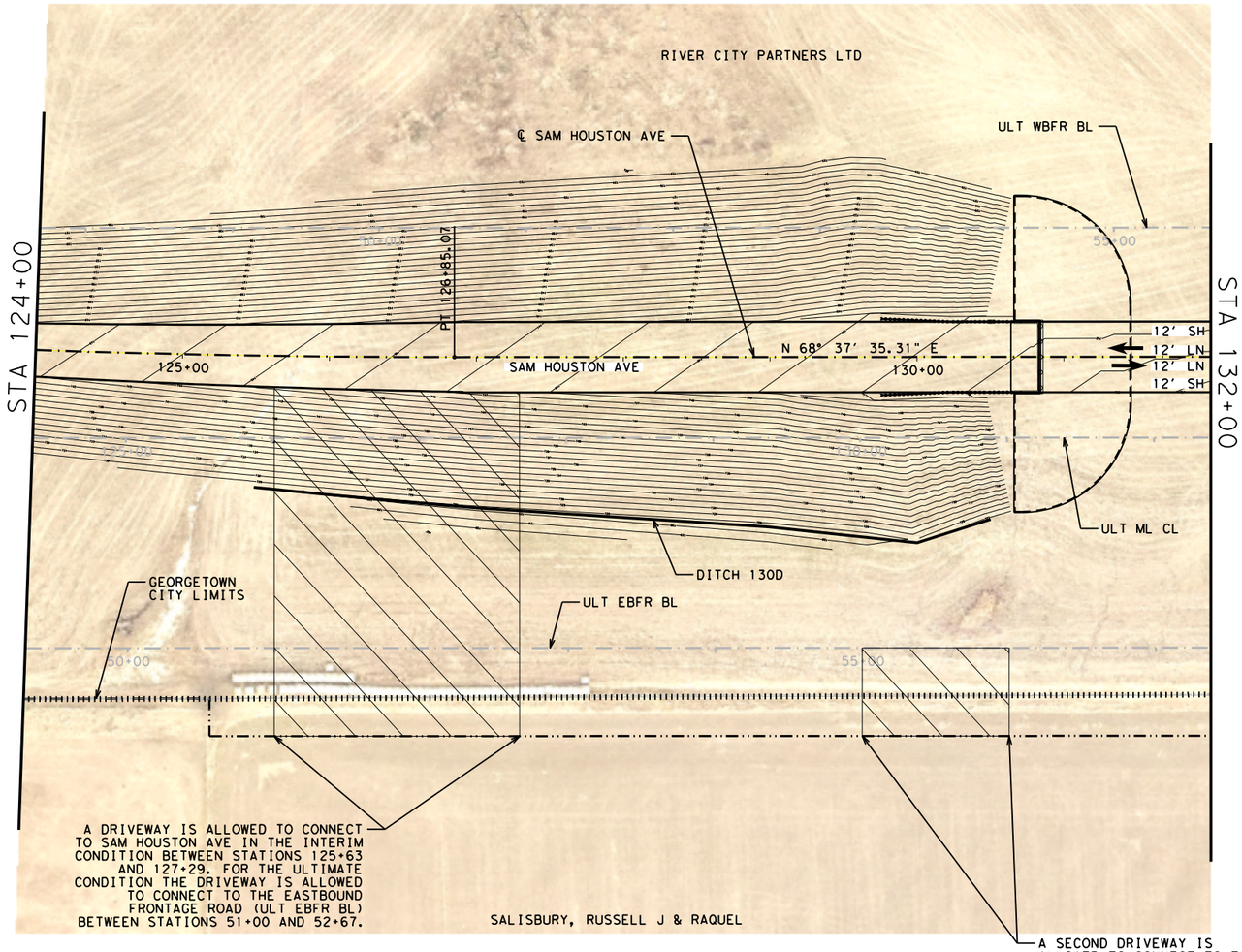
RUSSELL J. SALISBURY & RAQUEL M. SALISBURY

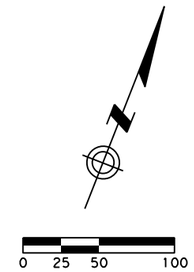
SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 4

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 4-SALISBURY\PARCEL 4-SALISBURY-REV.dgn

Exhibit B





LEGEND

- TRAFFIC DIRECTION
- PROPOSED R.O.W.
- PERMITTED DWY LOCATION

PRELIMINARY

Document Incomplete: not intended for permit, bidding or construction.

Engineer: CHRISTOPHER FOURNIER

P.E. Serial No. 123633

Date: 8/18/2020

NOTE: A 425' MINIMUM SPACING IS REQUIRED BETWEEN ADJACENT DRIVEWAYS PER THE TXDOT ACCESS MANAGEMENT MANUAL (2011)

WILLIAMSON COUNTY
1848

ATKINS
TBPE REG. # F-474

CORRIDOR C / 29 BYPASS
SALISBURY DRIVEWAY EXHIBIT

SCALE: 1"=100'H

SHEET 1 OF 1

DESIGNED: CAF	FED. RD DIV. No.	STATE	PROJECT No.				HIGHWAY No.
CHECKED: JBH		TEXAS					CORRIDOR C
DRAWN: ALY	STATE DISTRICT	COUNTY	CONTROL No.	SECTION No.	JOB No.	SHEET No.	
CHECKED: JBH	AUSTIN	WILLIAMSON				1	

PLOT DRIVER: RD*11x17*Color*PDF.plt
PEN TABLE: PenTable.tbl
FILE: pw:\\SUSD036343.wsatkins.com:ATKNATX01\Documents\Roads and Bridges\Projects\100065091 Corridor C PS&E\CADD\PAVV\Salisbury Driveway Exhibit DATE: 8/18/2020TIME: 12:11:01 PM

Exhibit C

Parcel 4

DEED
Corridor C—SH29 Bypass

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That **RUSSELL J. SALISBURY** and **RAQUEL M. SALISBURY**., 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 0.590 acre (25,689 Sq. Ft.) tract of land in the John McQueen Survey, Abstract No. 426 in Williamson County, Texas, being a portion of the remainder of that called 44.72 acre tract of land described in Special Warranty Deed with Vendor's Lien to RUSSELL J. SALISBURY AND WIFE, RAQUEL M. SALISBURY recorded in Volume 2319, Page 861 of the Official Records of Williamson County, Texas; said 0.590 acre tract being more particularly described by metes and bounds in EXHIBIT "A," attached hereto and incorporated herein (**Parcel 4**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property, or as otherwise designated by Grantee, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances)

presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Corridor C/Southeast Inner Loop.

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.

GRANTORS:

RUSSELL J. SALISBURY

By:_____

Date:_____

RAQUEL M. SALISBURY

By:_____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by Russell and Raquel Salisbury in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **88.**

Meeting Date: 09/29/2020

Relocation Claim

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a claim for fixed moving expenses caused by a right of way acquisition on the SE Loop project- Parcel 18. Funding Source: Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Guzman Relocation Claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/24/2020 11:15 AM

Form Started By: Charlie Crossfield Started On: 09/24/2020 09:24 AM

Final Approval Date: 09/24/2020

CLAIM FOR FIXED MOVING EXPENSE PAYMENT - INDIVIDUALS AND FAMILIES

1. Name of Claimant(s): Juan Carlos Guzman and Thelma Guzman	Parcel No.: 14		County: Williamson	
			Project: Corridor A-1 SE Loop	
	4. Occupancy of Property Acquired by County			
	From (Date): 1-2015		To (Date of Move): 09-11-2020	
	5. Controlling Dates	Mo.	Day	Yr.
	a. First Offer in Negotiations	08	30	2019
2. Address of Property Acquired by County: 102 Dana Drive Hutto, Texas 78634	b. Date Property Acquired	12	18	2019
	c. Date Required to Move	12	18	2020
	6. Dwelling:(house, apartment, etc.) ☐ Owner-occupied ☒ Tenant ☐ Furnished ☒ Unfurnished			
Apt. No.:				
3. Address Moved To: 108 Harlin Dr. Hutto, Texas 78634	(1) Number of Rooms: 8			
	(2) Payment Schedule Amount $ 1,900			
	(3) Total Amount of Claim: $ 1,900			
Apt. No.:				

7. Payment of this claim in the amount shown in Block 6 (3) is requested. I certify that I have not submitted any other claim for, or received reimbursement or compensation for, any item of expense pursuant to this claim. I further certify that all information shown above is true and correct.

9-11-20
Date of Claim

Claimant

Claimant

Spaces Below to be Completed by County

8. Type occupancy and number of rooms verified prior to move on:

Date: 9-14-2019

By: _____ Signature

9. Vacancy verified on:

Date: 9-11-2020

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 as shown herein is correct.

This claim is recommended for payment. This claim is recommended for payment as follows:

Amount of $ 1,900.00

9-11-2020
Date

Relocation Agent

APPROVED

Date

Williamson County Judge

Breakdown of Room Count Claim

Print or Type All Information		
Room Description	**Number of Rooms in Unit**	**Number of Rooms in Claim**
Living Room	1	1
Dining Room	1	1
Kitchen	1	1
Family Room		
Bedroom	3	3
Study		
Kitchen-Den		
Living Room-Den		
Den		
Living Room-Dining Room		
Sleeping Room		
Others		
Basement		
Garage 2 car attached	1	1
Storage Room		
Attic		
Laundry Room	1	1
Total	8	8

Remarks: (Where totals in the two columns differ by line item explain in "Remarks")

Signed_____

Moving Expense Schedules A & B

A. UNFURNISHED UNITS - Occupant owns furniture.					
No. of Rooms	One	Two	Three	Four	Five
Amount	$600	$800	$1,000	$1,200	$1,400
No. of Rooms	Six	Seven	Eight	Each Additional Room	-
Amount	$1,600	$1,750	$1,900	$150	-

B. FURNISHED UNITS - Occupant does not own furniture.	
First Room	Each Additional Room
$400	$50

LR
DR
Kit
BedRm (3)
Garge
Laundry

8 Rooms

Parcel 18
SE Loop
642 min

CERTIFICATION OF ELIGIBILITY

SE Loop
Parcel: 18
Displacee: Juan Guzman and Thelma Guzman

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.

_____ Date: 9-14-19
Claimant

_____ Date: 9/14/19
Claimant

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.

_____ Date:
Claimant

Commissioners Court - Regular Session **89.**

Meeting Date: 09/29/2020

Claim for Rental Supplement

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 Rent Supplement to a tenant (Andrew Nesbitt) on a SE Loop project right of way acquisition on Parcel 14. Funding Source: Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Claim for Rent Supplement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/24/2020 11:16 AM

Form Started By: Charlie Crossfield Started On: 09/24/2020 09:27 AM

Final Approval Date: 09/24/2020

CLAIM FOR PAYMENT OF RENT SUPPLEMENT

Print or Type All Information - Read Rules on Reverse Side

1. To:
Williamson County

Parcel No.: 14

County: Williamson

Project: Corridor A-1 SE Loop

2. Name of Claimant:
Andrew Nesbitt

3. Property Acquired by Williamson County:
By: ☒ Negotiation ☐ Condemnation

Address: 101 Dana Drive
Hutto, Texas 78634

Apt. No.: Site No.:

4. Replacement Housing Address:
1200 E. Parmer Lane
Austin, Texas 78753

Apt. No.: 1004 Site No.:

8. Date Claimant Moved into Replacement Housing:
8-22-2020

5. Type of Occupancy Covered by This Claim:

☐ Owner-Occupant	☒ Tenant
☐ House	☐ House
☐ Apartment	☐ Apartment
☐ Mobile Home	☐ Mobile Home
	☒ Sleeping Room

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiations	04	17	2020
b. Date Required to Move	08	22	2020

7. Continuous Occupancy of Property Acquired by Williamson County:

From (Date): 04-10-2018 To (Date of Move): 08-22-2020

9. Amount of This Claim $14,154.00

a. Total Rent Supplement Installment (1st, 2nd, 3rd, or Final) $14,154.00 $

b. Total Last Resort Purchase Payment $

1. Amount Paid on Principal $

2. Incidental Expenses $

10. Payment of this claim in the amount shown in Block 9 above is requested. I certify that this move was made as a result of the acquisition of the property for roadway purposes, the information submitted herewith is true and correct, and that the dwelling I now occupy meets the standards of decent, safe and sanitary housing to the best of my knowledge and belief.

9/12/2020
Date of Claim

Andrew Nesbitt
Claimant

Claimant

Spaces Below to be Completed by Williamson County

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.

9-3-2020
Date of Inspection

Inspected 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 as shown herein is correct.

9-17-2020
Date

Relocation Agent

APPROVED

Date

Williamson County Judge

REPLACEMENT HOUSING INSPECTION

Name of Claimant: Andrew Nesbitt	Parcel No.: 14	County: Williamson
		Project: Corridor A-1 SE Loop

Address:
1200 E Parmer Lane
Austin, Texas 78634
Apt No.: 1004 Site No.:

Number of Displaced Persons in Family: 1 Purchase Price or Monthly Rent: $995/mo

Replacement Dwelling

House ☐ Duplex ☐ Apartment ☒ Sleeping Room ☐

Mobile Home: Width:	Length:	Other:	
Floor Space: 800 sq. ft.	No. Rooms: 3	No. Bedrooms: 1	No. Baths: 1

Dwelling Inspection

Yes	No		Yes	No	
☑	☐	1. Meets all applicable building codes	☑	☐	6. Has Provisions for artificial lighting in each room
☑	☐	2. Has required potable water	☑	☐	7. Is structurally sound, in good repair and adequately maintained
☑	☐	3. Has required kitchen facilities	☑	☐	8. Has required safe means of egress
☑	☐	4. Has required heating system	☑	☐	9. Has required habitable floor space
☑	☐	5. Has required bathroom facilities			

Comments:

The dwelling at the address above has been inspected and in my opinion meets the standards for decent, safe and sanitary housing.

9-2-2020
Date of Inspection

Inspected By - Signature

Resident Ledger

Property Logo

Date: 09/04/2020

Code	t0179599	**Property**	Bexley at Tech Ridge	**Lease From**	08/22/2020
Name	Andrew Nesbitt	**Unit**	1004	**Lease To**	08/22/2021
Address	1200 E. Parmer Lane Apt 1004	**Status**	Current	**Move In**	08/22/2020
		Rent	995.00	**Move Out**	
City	Austin, TX 78753	**Phone (H)**	(512) 784-6728	**Phone (W)**	

Date	Code	Description	Charges	Payments	Balance	Charges/Receipts
08/06/2020	app_fee	Application Fee (Andrew Nesbitt)	60.00	0.00	60.00	9494791
08/06/2020	resfee	Administrative Fee (Andrew Nesbitt)	150.00	0.00	210.00	9494792
08/06/2020		chk# 73165330 Credit Card On-Line Payment ; Mobile Web - Online Leasing	0.00	210.00	0.00	4585219
08/07/2020	dep_sd	Security Deposit	99.00	0.00	99.00	9495624
08/07/2020	conc_ap	$99 app/admin special	-10.00	0.00	89.00	9495625
08/07/2020	conc_rf	$99 app/admin special	-101.00	0.00	(12.00)	9495626
08/13/2020		chk# 1364288 Imported from PayYourRent.com	0.00	12.00	(24.00)	4591038
08/19/2020		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services	0.00	318.43	(342.43)	4595828
08/21/2020	garage	Resident was charged rent for a garage that is not available of time of move-in.	-16.13	0.00	(358.56)	9552624
08/22/2020	rent	Rent for $995.00 @ 10 days	320.97	0.00	(37.59)	9554300
08/22/2020	trashrub	Trash for $9.00 @ 10 days	2.90	0.00	(34.69)	9554301
08/22/2020	storm	Stormwater for $7.53 @ 10 days	2.43	0.00	(32.26)	9554302
08/29/2020		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services	0.00	979.27	(1,011.53)	4617312
09/01/2020	rent	Base Rent (09/2020)	995.00	0.00	(16.53)	9607290
09/01/2020	storm	Storm Water (09/2020)	7.53	0.00	(9.00)	9607291
09/01/2020	trashrub	Trash (09/2020)	9.00	0.00	0.00	9607292

Rent payment verified as paid and up to date with property manager Noelia Rocha on 9-7-2020

Logged in as: Andrew Nesbitt - 1200 E. Parmer Lane Apt 1004

PAYMENTS

Make Payments | Auto-pay Setup | Recent Activity | Payment Accounts

Online payments are reflected as Pending until they are fully processed.`

10 records per page

Search:

Date	Payments and Charges	Charge	Payments	Balance
9/1/2020	Trash (09/2020)	$9.00	$0.00	$0.00
9/1/2020	Storm Water (09/2020)	$7.53	$0.00	-$9.00
9/1/2020	Base Rent (09/2020)	$995.00	$0.00	-$16.53
8/29/2020	Online Payment - EFT Payment. Web - Resident Services [Payment Pending]	$0.00	$979.27	-$1,011.53
8/22/2020	Stormwater for $7.53 @ 10 days	$2.43	$0.00	-$32.26
8/22/2020	Trash for $9.00 @ 10 days	$2.90	$0.00	-$34.69
8/22/2020	Rent for $995.00 @ 10 days	$320.97	$0.00	-$37.59
8/21/2020	Resident was charged rent for a garage that is not available of time of move-in	-$16.13	$0.00	-$358.56
8/19/2020	Online Payment - EFT Payment. Web - Resident Services	$0.00	$318.43	-$342.43
8/13/2020	Imported from PayYourRent.com	$0.00	$12.00	-$24.00

Showing 1 to 10 of 16 entries

← Previous 1 2 Next →

SUPPLEMENTAL PAYMENT ESTIMATE - REPLACEMENT HOUSING

Print or Type All Information

Displacee's Name: Andrew Nesbitt	Parcel No.: 14-Tenant	Project.: S.E. Loop Hutto County: Williamson
	Unit or Bldg. No.: N/A	
	First Offer in Negotiations (Date): 4-17-2020	
	Occupancy Since (Date): 04/10/2018	County: Williamson

Type Supplement:
- ☐ Normal
- ☐ Revised
- ☒ Last Resort
- ☐ 180-day Owner
- ☒ 90-day Occupant
- ☐ Late Occupants

Property from Which Displaced:
- ☐ Single Family Home
- ☐ Apartment
- ☐ Mobile Home
- ☐ Duplex
- ☐ Mobile Home Site
- ☒ Other: Rented room

☒ Utilities in Subject Rent ☐ Utilities Not in Subject Rent

Monthly Gross Income:
$5,841.08 X 30% = $ 1,752.32

Replacement Property Data

* Denotes Selected Replacement Property

Property No.	Total Rooms	No. Bdr.	Apprx. Sq. Ft.	Age	Quality	Cond.	Yd. Imp.	Index	Probable Sales Price	Rental Cost
Subject	8	4	1,899	6	20	3	3	32		
605	3	1	608	7	8	3	3	21		$1,128
1200	3	1	826	8	9	3	3	23		$1,119
*1316	3	1	652	9	8	3	3	23		$1,137

Replacement Housing Supplement

Replacement Cost $

Subject Value $

Supplement $N/A

Rent Supplement

Actual Rent	Fair Market Rent	Gross Income	Replacement Cost Supplement
$800 x 42 **$33,600**	$ x 42 **$**	$1,752.32 x 42 **$73,597.44**	$1,137 x 42 **$47,754** Supplement = $14,154.00

Total number of displaced persons: 1.
List name, age, gender, and relationship of household occupants other than displacee(s) named on page 1.

Name of Household Occupant(s):	Age:	Gender:	Relationship to Displacee:
Joseph Alcorn	30	M	Owner Occupant

Remarks: (Use extra page if necessary)

The Subject Property, Parcel 14 is located at 101 Dana Drive, Hutto, Texas 78634. The property has a house with 1,899 square feet located on a lot size of 19,869 square feet (0.456 acre). The home is slab on grade foundation, wood framing, with two exterior sides with masonry and a composition shingle roof. It consists of four bedrooms and two baths, living room, kitchen, formal dining room, dining area, laundry area and two-car attached garage. Interior is comprised textured drywall, hollow-core wood doors, engineered wood flooring in the kitchen, living areas and second bathroom, carpet in the bedrooms, faux laminate tile in master bathroom. The backyard has minimal landscaping, several small trees and is enclosed with a cedar wood fence and the front yard has two large, mature trees. The subject home was built in 2001.

The displacee, Andrew Nesbitt is a roommate/tenant and rents 1 bedroom from the resident property owner. The total rent of the tenant including utilities is $800.00. There were no available single rooms for rent or duplexes available for rent, therefore, we extended our search for comparable rent properties to 1 bedroom apartments. Income information was provided by the displacee and he is not considered low income using the 80% low income limits for the Round Rock/ Austin area. Therefore, the rental supplement is based of rent for rent.

The owner of the residence and the tenants/roommate are not going to be moving together they will be moving to separate locations. The owner is eligible for separate relocation benefits as an owner occupant. The tenant displacee's rental includes the bedroom, 1 bathroom and a small storage area, tenant has full use of the kitchen, living room, and all other communal living areas of the home. The tenant pays $800 a month in rent, the monthly rent includes all utilities. The tenant does not have a written lease with the owner occupant, the lease is strictly a verbal agreement and has been verified with the owner occupant and displacee. The rental cost for this home is $800/month utilities included.

*Comparable property RT-14-1316 is located at Century Stone Hill North apartments 1316 Town Center Drive, Pflugerville, Texas 78660. Comparable property RT-14-1316 is an average size apartment complex. This unit is a 652 sq. ft. 1 bedroom, 1-bathroom, walk-in closet, living room, dining area, kitchen, and full-sized washer and dryer connections. The kitchen has granite countertops with tile backsplash and wood-style plank flooring. The living area has textured drywall, painted trim, ceiling fans, wood-style plank flooring, the bedroom has carpet. This apartment complex is particularly good condition. The rent for this apartment is $989/mo., utilities that are paid by the tenant are electricity, water, trash, and pest control. The utilities are based off the HUD utility schedule for the area and are $148/mo. The total rent and utilities for this apartment are $1,137/mo. This apartment was chosen because of its location.

Comparable property RT-14-1200 is located at Bexley at Tech Ridge Apartments 1200 E. Parmer Lane, Austin, Texas 78753. Comparable property RT-14-1200 is 826 sq. ft. 1 bedroom, 1-bathroom with a walk-in closet, living room, dining area, kitchen, and full-sized washer and dryer connections. The kitchen has granite countertops, backsplash and island and come with electric range stove. The living room, dining area, kitchen and bathroom have wood-plank style flooring and all rooms have painted trim. There are ceiling fans in the living room and bedroom, and the bedroom has a carpeted floor. The complex is good condition. The rent for this apartment is $999/mo., utilities that are paid by the tenant are electricity, water, trash, and pest control. The utilities are based off the HUD utility schedule for the area and are $120/mo. The total rent and utilities for this apartment are $1,119/mo. This apartment was not chosen because of the distance to the subject property.

Comparable property RT-14-605 is located at 605 Winterfield Drive, Hutto Texas 78634. Comparable property RT-14-605 is an average size apartment complex. This unit is a 608 sq. ft. 1 bedroom, 1-bathroom, walk-in closet, living room, dining area, kitchen, and full-sized washer and dryer connections. The kitchen has granite countertops with tile backsplash and wood-style plank flooring. The living area has textured drywall, painted trim, ceiling fans, wood-style plank flooring and carpet in the bedroom. This apartment complex is good condition. The rent for this apartment is $961/mo., utilities that are paid by the tenant are electricity, water, trash, and pest control. The utilities are based off the HUD utility schedule for the area and are $167/mo. The total rent and utilities for this apartment are $1,128/mo.

All comparable properties are functionally equivalent to the subject property and a decent, safe, and sanitary dwelling however, comparable property RT-14-1316 is the most comparable because of its similarity in room size and count to the number of rooms and square footage the tenant rents from the owner occupant. Our research found eight 1-bedroom, 1-bath comparable rental apartment properties with square footages ranging from approximately 528 to 826 and prices ranging from $939.00 to $1,102.00 per month and located between 1.7 to 16.2 miles from the subject. Several were not chosen due to the age of the apartment complex, distance from subject and excess of square footage of rental unit.

Provisions of Last resort Housing apply to this calculation as the supplement payment estimate exceeds $7,200. It is recommended that the relocation supplement payment in the amount of $14,154.00 be authorized to allow the subject household to relocate into a suitable, decent, safe and sanitary replacement dwelling.

The supplemental payment(s) on page 1 have been determined by me and are to be used in connection with a federal-aid highway project. The replacement housing used for these supplement computations are certified to be fair housing open to all persons regardless of race, color, religion, age, sex, national origin or handicap and consistent with the requirements of Title VIII of the Civil Rights Act of 1968. I have no direct nor indirect, present, or contemplated interest in this transaction nor will I derive any benefit from the supplemental payment.

Prepared by:

Signature

8-17-2020
Date

Danny Jackson
Project Manager

Approval by:

Lisa Dworaczyk
Signature

8/17/2020
Date

Lisa Dworaczyk
Project Manager

CERTIFICATION OF ELIGIBILITY

Project: Corridor A-1 SE Loop
Parcel: 14
Displacee: Andrew Nesbitt

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.

Andrew Nesbitt
Claimant

Date: Aug. 5, 2020

Claimant

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A
Claimant

Date:

Commissioners Court - Regular Session **90.**

Meeting Date: 09/29/2020

Henning 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 Elisabeth Henning for right of way needed on the SE Loop project (Parcel 81). Funding Source: Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Henning Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/24/2020 11:17 AM

Form Started By: Charlie Crossfield Started On: 09/24/2020 09:29 AM

Final Approval Date: 09/24/2020

REAL ESTATE CONTRACT
Corridor SE Loop

THIS REAL ESTATE CONTRACT ("Contract") is made by and between ELISABETH HENNING (referred to in this Contract as "Seller", whether one or more) and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land out of Lot 1 Gene Rydell Estate 1.699 Acres Cab. EE, Slide 384 P.R.W.C.T described as follows:

> All of that certain 0.894-acre (38,945 Sq. Ft.) tract of land in the J. J. Stubblefield Survey, Abstract No. 562, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 81);**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property", and any improvements and fixtures situated on and attached to the Property described, or bisected by the acquisition and not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below. The real property retained by Seller shall be balance of Lot I Gene Rydell Estate 1.699 Acres Cab. EE, slide 384 P.R.W.C.T, less Parcel 81 and shall be referred to herein as the "Retained Real Property."

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property shall be the sum of FOUR HUNDRED THOUSAND and 00/100 Dollars ($400,000.00). Within ten business days after the Effective Date, Purchaser shall deliver the original of the Contract to the Title Company identified in Paragraph 5.01 below, together with the Escrow Deposit (as defined in Article VII below) in the amount of $25,000. Pursuant to the Retained Improvements provision in Section 2.03 below, Purchaser shall receive a deduction to the Purchase Price of $4,500, for net amount due and owing to Seller of **THREE HUNDRED NINETY-FIVE THOUSAND FIVE HUNDRED and 00/100 Dollars ($395,500.00).**

For purposes of this Agreement the total Purchase Price is allocated as follows:

a. Manufactured housing duplex: $40,000
b. Single family residence and related site improvements: $320,000
c. Land: $40,000

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing, less the Escrow Deposit in the amount of $25,000 which shall be deposited with the Title Company identified in Para. 5.01 below, and which shall be credited to the Purchase Price.

Special Provisions and Additional Consideration

2.03. Retained Real Property. Seller shall retain the Retained Real Property as defined herein. By approval of this Contract by the Williamson County Commissioners' Court, the Purchaser acknowledges that the Retained Real Property shall remain and constitute a legally existing lot within the current subdivision plat.

2.04. Retained Improvements. Seller and Purchaser agree that Seller is retaining title to the following improvements located on the Property, to wit: 2,094 SF single family wood frame residence with two car garage, fence and gate, and 732 SF manufactured housing efficiency apartment duplex (the "Retained Improvements").

As an obligation which shall survive the Closing of this transaction, Seller covenants and agrees to remove the Retained Improvements from the Property on or before **the earlier of June 30, 2021 or within sixty (60) days after termination of any leaseback period,** subject to such extensions of time as may be authorized by Purchaser in writing. In the event Seller fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Purchaser, its successors and assigns, forever, and Purchaser shall be allowed temporary access to the remaining property of Grantor as necessary solely for the purpose of removing any portion of the Retained Improvements bisected by the acquisition of the Property.

Purchaser shall receive a credit to the Purchase Price of FOUR THOUSAND FIVE HUNDRED and 00/100 Dollars ($4,500.00) as consideration for allowing the Retained Improvements.

2.05. Restoration and Maintenance of Utility Connections. As an obligation which shall survive the Closing of this transaction, Purchaser agrees that Purchaser shall provide for the availability of water and electrical service to the Retained Real Property. Seller shall provide Purchase with 30-day's advanced written notice of Seller's intent to move the Retained Improvements to facilitate the water and electrical service necessary for Seller' uninterrupted use and enjoyment of the Retained Real Property. If no such water and electrical service lines on the Retained Real Property are operating and in place at the time of

construction of the extended water meter and electric meter service, then any legally existing meters on Parcel 81 in conflict with the proposed Project shall be restored to the boundary line of the new right of way and the Retained Real Property at Purchaser's sole expense. In no event shall there be an interruption in the availability of water and electrical service to the Retained Improvements and the Retained Real Property, other than for temporary periods which may be required for demolition, service conversion or installation, and which shall be coordinated in advance with Seller.

2.06. Remainder OSSF Permit Site Size. Seller's obligations under this Contract are contingent upon the approval by the Williamson County permitting authority of a new OSSF Permit to provide OSSF service to the remainder property held be Seller after the acquisition of the Property (approximately 0.805 acre), which the parties agree that as of the date of execution of this contract such obligation has been satisfied by Purchaser. By execution of this contract Purchaser agrees that Seller, its successors or assigns shall not be prohibited from receiving an On-Site Sewage Facility (OSSF) permit for any future improvements due to the size of the Retained Real Property.

2.07. Driveway Retention and Reconstruction. As an obligation which shall survive the Closing of this transaction, Seller shall be allowed and permitted to use the existing driveway across the Property at all times to access the Retained Improvements and/or the Retained Real Property. Purchaser agrees that it shall keep the existing driveway improvements on the Property in place, or shall otherwise make alternate access available, for the benefit of Seller across the Property conveyed herein for Seller's access to the Retained Improvements and the Retained Real Property at all times until the proposed Southeast Loop Corridor roadway project ("Project") is completed unless otherwise agreed with Seller in advance. In order to assist with interim access, within forty-five (45) days after Closing, Purchaser shall construct an extension of the currently existing gravel driveway (10' width maximum) from the point at an alignment with the western edge of the existing single family residence structure, and extending to the new boundary between the Property and the Retained Property (140 LF maximum extension), and shall be composed of crushed stone base without surface. Other than keeping access open and available, Purchaser shall have no additional driveway maintenance obligation on the Property until such time as the permanent replacement driveway is constructed with the Project as described below.

In addition, Purchaser shall also construct a replacement asphalt driveway, at the location designated by Seller and which must be approved by Purchaser's engineers and otherwise comply with any applicable location design criteria of Williamson County or the Texas Department of Transportation, of substantially similar size, specification and alignment as currently exists and at a location between the edge of proposed roadway improvements and the new boundary line between the Property and the Retained Improved Property as part of the Project. By execution of this Contract, Seller agrees to allow Purchaser, its agents and contractors to temporarily access the Property or the Retained Real Property for the purpose of and only to the area necessary for completing the construction obligations contained within this paragraph and to access the remainder property not sold by Seller hereunder.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any partthereof;

4.02. The Property herein is being conveyed to Purchaser under the threat of condemnation.

ARTICLEV
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company at 203 W. Main Street Suite A Pflugerville, TX on or before 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 in fee simple to all of the Property or as otherwise described herein, free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporation herein.

(3) Provide reasonable assistance, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property, subject to leaseback as set out in Paragraph 5.03(b) herein.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price, lessthe Escrow Deposit.

(b) At Closing, Purchaser and Seller shall enter into a lease agreement (the "Leaseback Agreement") wherein Purchaser, as Landlord, shall lease back to Seller, as Tenant, the Property for an initial term which shall terminate on or before June 30, 2021, such term commencing on the Closing Date. The Leaseback Agreement shall be in the form attached hereto as Exhibit"C".

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.

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 $25,000 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 Purchasers' own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, which date is indicated beneath the Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

Elisabeth HENNING
Elisabeth HENNING (Sep 14, 2020 22:19 CDT)
Elisabeth Henning

Address: 280 FM 3349, Taylor, Tx. 76574

Date: Sep 14, 2020

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____

Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 81

DESCRIPTION OF A 0.894 ACRE (38,945 SQUARE FOOT), TRACT OF LAND SITUATED IN THE J. J. STUBBLEFIELD SURVEY, ABSTRACT NO. 562 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 1.699 ACRE TRACT OF LAND AS DEPICTED ON FINAL PLAT OF THE GENE RYDELL ESTATE, A SUBDIVISION OF RECORD IN CABINET EE, SLIDE 384 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS AND CITED IN SPECIAL WARRANTY DEED TO ELISABETH HENNING RECORDED IN DOCUMENT NO. 2017064299 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.894 ACRE (38,945 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" set, being in the northerly boundary line of said 1.699 acre tract, same being in the southerly boundary line of that called 13.18 acre tract of land described in Warranty Deed to Jonah Water Special Utility District recorded in Document No. 2002103516 of the Official Public Records of Williamson County, Texas in the proposed westerly Right-of-Way (ROW) line of F.M. 3349 (variable width ROW), for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract, and from which, an iron rod with plastic cap stamped "3879" found, being the northwesterly corner of said 1.699 acre tract, same being the southwesterly corner of said 13.18 acre tract in the easterly boundary line of that called 89.57 acre tract of land described in Special Warranty Deed to Hutto Economic Development Corporation Type B recorded in Document No. 2018034308 of the Official Public Records of Williamson County, Texas, bears with the common boundary line of said 1.699 acre and 13.18 acre tracts, N 81°19'43" W, at a distance of 187.28 feet;

1) **THENCE**, departing said proposed westerly ROW line, with said common boundary line, **S 81°19'43" E,** for a distance of **248.14** feet to a broken TxDOT Type 1 ROW monument in the existing westerly ROW line of F.M. 3349 (100' ROW width), being in the westerly line of that called 3.2375 acre tract described in Deed to the State of Texas recorded in Volume 673, Page 200 of the Deed Records of Williamson County, Texas, same being the southeasterly corner of said 13.18 acre tract, also being the northeasterly corner of said 1.699 acre tract, for the northeasterly corner of the herein described tract;

2) **THENCE,** with said existing westerly ROW line and the westerly line of said 3.2375 acre ROW tract, same being the easterly boundary line of said 1.699 acre tract, **S 07°35'28" W,** for a distance of **162.92** feet to an iron rod with plastic cap stamped "RPLS 1433" found, being an ell corner in said easterly boundary line of the 89.57 acre tract, for the southeasterly corner of said 1.699 acre tract and of the herein described tract;

3) **THENCE**, departing said existing westerly ROW line, with the common southerly boundary line of said 1.699 acre tract and in an east-west direction easterly boundary line of said 89.57 acre tract, **N 83°13'20" W,** for a distance of **218.43** feet to an iron rod with aluminum cap stamped "ROW 4933" set in said proposed westerly ROW line of said F.M. 3349 for the southwesterly corner of the herein described tract, and from which, an iron rod with plastic cap stamped "RPLS 1433" found, being the southwesterly corner of said 1.699 acre tract, same being an ell corner in said easterly boundary line of the 89.57 acre tract, bears N 83°13'20" W, at a distance of 216.55 feet;

THENCE, with said proposed westerly ROW line, through the interior of said 1.699 acre tract, the following two (2) courses:

4) **N 02°33'55" W,** for a distance of **109.29** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for an angle point;

5) **N 01°46'36" W,** for a distance of **63.97** feet to the **POINT OF BEGINNING**, containing 0.894 acre, (38,945 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

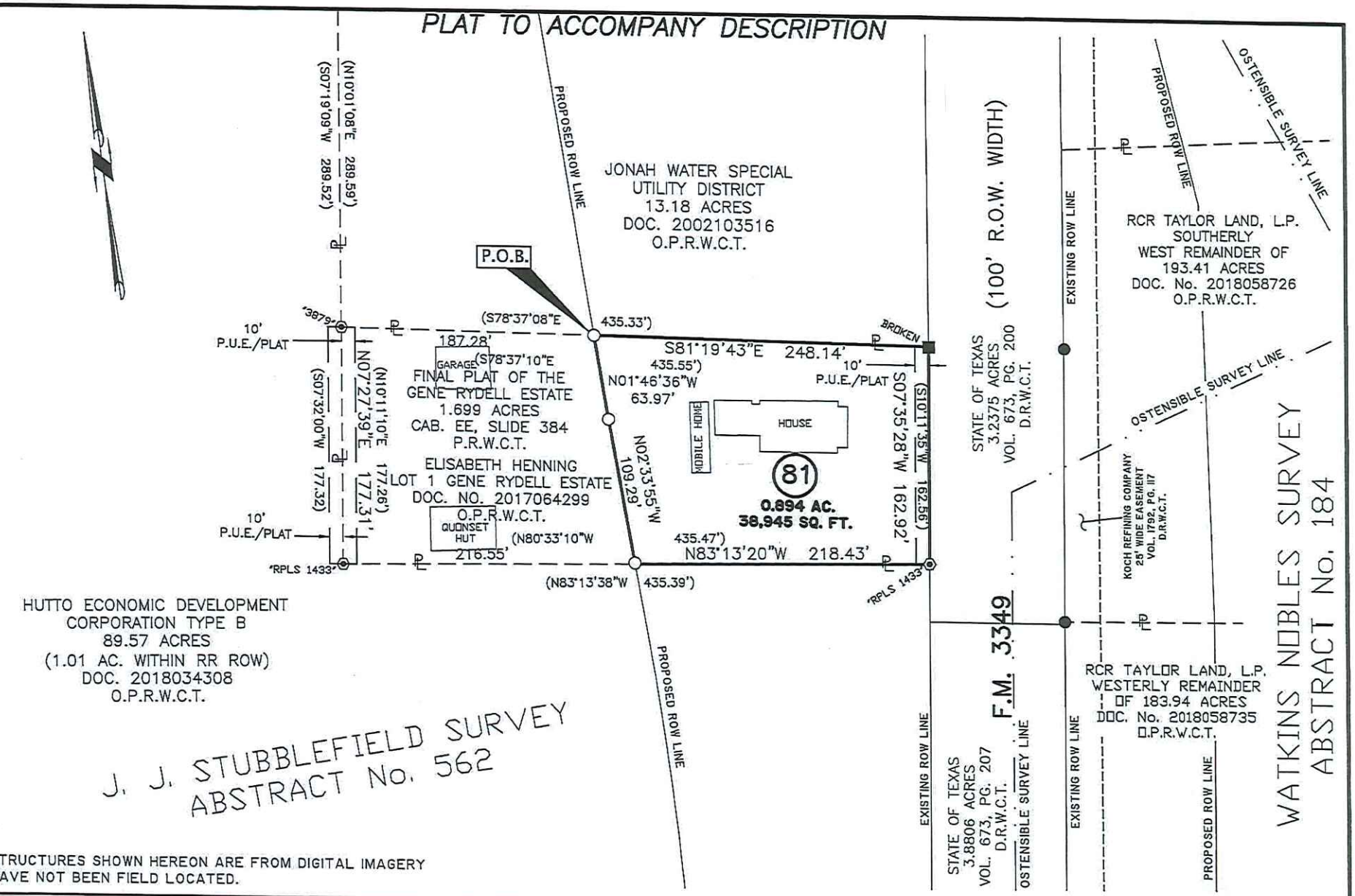
That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 9 MAY 2020
Date

M Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

PLAT TO ACCOMPANY DESCRIPTION



NOTE:

THE STRUCTURES SHOWN HEREON ARE FROM DIGITAL IMAGERY AND HAVE NOT BEEN FIELD LOCATED.

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

ELISABETH HENNING

SCALE		PROJECT	PARCEL 81
1" = 100'	WILLIAMSON COUNTY	FM 3349	PAGE 3 OF 4

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 81-HENNING\PARCEL 81-HENNING.dwg

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

○	IRON ROD WITH PLASTIC CAP STAMPED "INLAND 4933" SET
◉	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND
■	TxDOT TYPE I CONCRETE MONUMENT FOUND
△	CALCULATED POINT
℄	PROPERTY LINE
	LINE BREAK
	DENOTES COMMON OWNERSHIP

P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

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 AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 19th 2020

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1937367-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE APRIL 22, 2020, ISSUE DATE APRIL 30, 2020.

1. RESTRICTIVE COVENANTS: CABINET EE, SLIDE 384, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS – SUBJECT TO.

10a. 10 FOOT PUBLIC UTILITY EASEMENT ON EACH SIDE OF THE REAR LOT LINE AS CITED IN GENERAL NOTE 7 PER PLAT – DOES NOT AFFECT AS SHOWN.

b. 10 FOOT PUBLIC UTILITY EASEMENT ALONG AND ADJACENT TO STREET SIDE PROPERTY LINE AS CITED IN GENERAL NOTE 8 PER PLAT – AFFECTS AS SHOWN.

c. 15 FOOT WIDE EASEMENT CENTERED ON WATER PIPELINE WHEN INSTALLED GRANTED TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 599, PAGE 611 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS – AFFECTS, LOCATION NOT DETERMINED.

d. 15 FOOT WIDE EASEMENT CENTERED ON WATER PIPELINE WHEN INSTALLED GRANTED TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 1447, PAGE 200 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS – AFFECTS, LOCATION NOT DETERMINED.

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

ELISABETH HENNING

PARCEL 81

SCALE		PROJECT	
1" = 100'	WILLIAMSON COUNTY	FM 3349	PAGE 4 OF 4

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 81-HENNING\PARCEL 81-HENNING.dwg

EXHIBIT "B"

Parcel 81

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 ELISABETH HENNING, a single person, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.894 acre (38,945 Sq. Ft.) tract of land in the J. J. Stubblefield Survey, Abstract No. 562, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 81**)

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: 2,094 SF single family wood frame residence with two car garage, fence and gate, and 732 SF manufactured housing efficiency apartment duplex (the "Retained Improvements").

Grantor covenants and agrees to remove the Retained Improvements from the Property on or before the earlier of June 30, 2021 or sixty (60) days following the termination of any leaseback period for the Property, subject to such extensions of time as may be authorized by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever, and Grantee shall be allowed temporary access to the remaining property of Grantor as necessary solely for the purpose of removing any portion of the Retained Improvements bisected by the acquisition of the Property.

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.

[signature page follows]

GRANTOR:

_____
Elisabeth Henning

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by Elisabeth Henning, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT "C"

RESIDENTIAL LEASE AGREEMENT

By this Residential Lease Agreement ("Lease") between Williamson County, Texas, a political subdivision of the State of Texas and the true and lawful owner of the Premises subject of this Lease, (hereafter called "Landlord"); and ELISABETH HENNING, (hereafter collectively called "Tenant"); Landlord hereby leases to Tenant, and the Tenant hires and takes form the Landlord, all that certain plot of land with the dwelling thereon known and described in the J.J. Stubblefield Survey, Abstract No. 562, also known as 280 FM 3349, Taylor, Texas 76574 (hereinafter referred to as the "Premises), to be used and occupied solely as a strictly private dwelling for one family only, by the Tenant and the family of the Tenant and not otherwise, according to the following terms and conditions:

1. TERM. The initial term of this Lease shall not exceed Twelve (12) months commencing on _____, 2020 ("Commencement Date") and ending on June 30, 2021 at 11:59 p.m. ("Termination Date").

2. RENT. Tenant agrees to pay, without demand, deduction or offset, to Landlord as rent for the Premises One Thousand and No/100 Dollars ($1,000.00) ("Initial Base Rent"), on the first (1st) day of each calendar month in advance, beginning on the _____ day of _____, 2020. at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Landlord may designate in writing. Tenant shall additionally pay a prorated rental amount for any period between the Commencement Date and the date the first rental payment is due as set out herein.

3. LATE CHARGES AND FEES FOR RETURNED CHECKS. If Tenant fails to timely pay any month's rent, Tenant will pay Landlord an initial late charge of Twenty-Five and No/100 Dollars ($25.00), plus additional late charges of Fifteen and No/100 Dollars ($15.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Tenant hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise, at law or in equity, for Tenant's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Tenant further agrees to pay Landlord Twenty-Five and No/100 Dollars ($25.00) for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Landlord has received payment in full. Landlord may, upon written notice to Tenant, require Tenant to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Landlord.

4. OPTION TO EXTEND OR TERMINATE LEASE. In the event Tenant wishes to extend this lease following the initial term or any extended term thereafter, Tenant shall provide Landlord with a written request to extend the Lease. Following Landlord's receipt of Tenant's extension request, Landlord shall have the option to deny or accept the request, as it deems in the best

interest of Williamson County. If the Landlord accepts Tenant's extension request, the extended term shall begin on the expiration of the Initial Lease Term or the then current "Extension Term" of this Lease, as appropriate. All terms, covenants, and provisions of this Lease shall apply to each such Extension Term, except that Landlord shall reserve the right to modify the duration of any Extension Term.

Tenant at its sole option may terminate this Lease at any time by delivering a minimum of thirty (30) days prior written notice of such early termination to Landlord.

5. APPLICATION OF FUNDS. Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to late charges, returned check charges, charges for repairs that Tenant shall be obligated to pay under the terms of this Lease, and unpaid utility charges, then to rent. Tenant's notations on Tenant's payments shall not affect the Landlord's application of funds.

6. QUIET ENJOYMENT. Landlord covenants that, on paying the rent and performing the covenants contained in this Lease, Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

7. USE OF PREMISES. The Premises shall be used and occupied by Tenant exclusively as a private single family residence, and no part of it may be used by Tenant at any time during the term of this Lease or extension of same for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. If Tenant fails to occupy and take possession of the Premises within Five (5) days from the Commencement Date, Tenant shall be in default of this Lease. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease. Tenant and all other persons on the Premises must refrain from conducting themselves in any way that would unduly disturb Tenant's neighbors or constitute a breach of the peace. Tenant may not permit any part of the Premises to be used for: (a) any activity which is a nuisance, offensive, noisy, or dangerous; (b) the repair of any vehicle; (c) any business of any type, including child care; (d) any activity which violates any applicable rules and/or regulations of Landlord; (e) any illegal or unlawful activity; or (f) other activity which will obstruct, interfere with, or infringe on the rights of other persons near the Premises.

Tenant hereby acknowledges and agrees that Tenant shall be solely liable for and shall promptly pay all fines, fees or charges assessed against the Tenant and/or the Premises for violations by Tenant of: (a) any laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease; (b) any illegal or unlawful activity; or (c) other activity which obstructs, interferes with, or infringes on the rights of other persons near the Premises.

8. NUMBER OF OCCUPANTS. Without prior approval and consent from Landlord the

Premises may be occupied by no more than 5 persons, consisting of 2 adults and 3 children under the age of 18 years. Tenant may not permit any guests to stay on or in the Premises longer than fourteen (14) consecutive or non-consecutive days during the term of this Lease or any Extension Term without the prior written consent of the Landlord.

11. CONDITION OF PREMISES. TENANT HEREBY AGREES AND STIPULATES THAT THE PREMISES HAVE BEEN EXAMINED BY TENANT, INCLUDING THE GROUNDS AND ALL BUILDINGS AND IMPROVEMENTS, AND THAT AT THE TIME OF THIS LEASE THEY ARE IN GOOD ORDER AND REPAIR AND IN A SAFE, CLEAN, AND TENANTABLE CONDITION. TENANT ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LANDLORD HAS NOT MADE, DOES NOT MAKE AND, TO THE FULLEST EXTENT AUTHORIZED BY LAW, SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE SUITABILITY OF THE PREMISES FOR ITS INTENDED USE, (C) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (D) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (E) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LANDLORD HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, TENANT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LANDLORD. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LANDLORD HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". TENANT ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE. TENANT ACKNOWLEDGES THAT NO AGREEMENTS HAVE BEEN MADE REGARDING FUTURE REPAIRS UNLESS OTHERWISE SPECIFIED IN THIS LEASE AGREEMENT. TENANT SHALL COMPLETE THE INVENTORY CHECKLIST CONDITION OF RENTAL PROPERTY, WHICH IS ATTACHED HERETO AS **SCHEDULE "A"**, NOTING ANY DEFECTS AND DAMAGES TO THE PREMISES, AND DELIVER SAME TO LANDLORD WITHIN

48 HOURS AFTER THE COMMENCEMENT DATE OF THIS LEASE. TENANT'S FAILURE TO TIMELY DELIVER THE INVENTORY CHECKLIST CONDITION OF RENTAL PROPERTY TO LANDLORD WILL BE DEEMED AS TENANT'S ACCEPTANCE OF THE PREMISES IN A CLEAN, UNDAMAGED, AND GOOD CONDITION. (The Inventory Checklist Condition of Rental Property is not a request for repair or maintenance of the Premises. Tenant must direct all repair requests to Landlord according to the terms of this Lease.).

12. ASSIGNMENT AND SUBLETTING. Without the prior written consent of Landlord, Tenant may not assign the Lease or sublet or grant any license to use the Premises or any part of them. A consent by Landlord to one assignment, subletting, or license shall not be considered a consent to any subsequent assignment, subletting, or license. An assignment, subletting, or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be void and Landlord, at Landlord's option, may immediately terminate this Lease.

13. ALTERATIONS AND IMPROVEMENTS. Tenant may make no alterations to the buildings on the Premises or construct any building or make other improvements on the Premises without the prior written consent of Landlord. Unless otherwise provided by written agreement between Landlord and Tenant, all alterations, changes, and improvements built, constructed, or placed on the Premises by Tenant, with the exception of fixtures removable without damage to the Premises and movable personal property, shall be the property of Landlord and remain on the Premises at the expiration or termination of this Lease. Except as permitted by law, this Lease, or pursuant to Landlord's prior written consent, Tenant may not: (a) remove any existing property and/or any of Landlord's personal property from the Premises; (b) remove, change, or re-key any lock; (c) make holes in the woodwork, floors, or walls, save and except the insertion of a reasonable number of small nails used for hanging pictures in the Sheetrock and grooves in the paneling; (d) permit any water furniture on the Premises; (e) install new or additional telephone and/or television outlets, cables, antennas, satellite receivers, or alarm systems; (f) replace or remove carpet, paint, or wallpaper; (g) install or change any fixture on the Premises; (h) keep or permit any hazardous material on the Premises, which shall include but not be limited to flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or canceled or any premiums to be increased; (i) dispose of any environmentally detrimental substance (i.e. motor oil or radiator fluid) on the Premises; or (j) cause or allow any mechanic's or materialman's lien to be filed against any portion of the Premises or Tenant's interest in this Lease.

14. DAMAGE TO PREMISES. If the Premises or any part of them is damaged partially by fire or other casualty not due to Tenant's negligence or willful act or that of Tenant's family, agent, invitee or visitor, the Premises shall be repaired promptly by Landlord, and there shall be an abatement of rent corresponding to the time during which and the extent to which the Premises are untenantable; provided that, in the event of damage by fire or other casualty in the amount of more than $5,000.00, Landlord will have the option of not rebuilding or repairing, in which event the term of this Lease shall end, and the rent shall be prorated up to the time of the damage. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Premises shall be the sole property of Landlord. For the purposes of this Lease, any condemnation of all or part of the property shall be a casualty loss.

15. CARE AND MAINTENANCE. Tenant, after inspecting the Premises, completed the attached **Schedule "A"** inventory checklist, incorporated into this Lease by this reference, and found the premises to be in good order and repair. Tenant agrees to maintain the Premises in as good condition as it finds the Premises upon entry, reasonable wear and tear excepted; and to keep the lawn mowed, clean, and free of debris and refuse, and in a presentable condition at all times.

16. INSURANCE. Landlord shall not be obligated to carry any type of insurance coverage on the Premises or any insurance coverage that would provide coverage to the Tenant for damages resulting from personal injuries and/or for property loss. **Tenant acknowledges, however, that Tenant and Tenant's property will not be covered by any hazard insurance or other form of insurance that may be carried by Landlord.** The Tenant assumes the risk of loss on all contents of the Leased Premises owned by the Tenant and/or personal injuries arises on the Leased Premises and Tenant hereby agrees to obtain any insurance coverage that Tenant desires or deems necessary. Furthermore, Tenant's insurance shall be primary as to any other existing, valid, and collectible insurance Landlord may maintain.

17. UTILITIES. Tenant shall be responsible for arranging and paying for all utility services required on the Premises, including but not limited to electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, television, sewer charges, and trash collection. Tenant further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Premises. Tenant must, at a minimum, keep the following utilities on at all times during the term of this Lease: gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Tenant fails to keep said utilities on during the term of this Lease or any extension of the term of this Lease, Tenant shall be deemed to be in default of this Lease.

18. MAINTENANCE AND REPAIR. At Tenant's expense, Tenant shall keep and maintain the Premises and appurtenances in good sanitary condition during the term of this Lease and any extension of it. In particular, Tenant shall keep the fixtures in the house or on or about the Premises in good order and repair; keep the furnace and HVAC systems clean and in good working order; promptly dispose of all garbage in appropriate receptacles; supply and change heating and air conditioning filters at least once a month; supply and change light bulbs and smoke detector batteries; promptly eliminate any dangerous condition on the Premises caused by Tenant or caused by Tenant's family, agent, or visitor; take necessary precautions to prevent broken water pipes due to freezing; replace any lost or misplaced keys; pay any periodic, preventative, or additional extermination costs desired by Tenant; maintain and use reasonable diligence in maintaining the yard and landscape in or on the Premises, which shall include but not be limited to watering, mowing, fertilizing, trimming and controlling all lawn pests on all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping and foliage on or encroaching on the Premises or any easement appurtenant to the Premises; and keep the walls free from dirt and debris.

Tenant shall make all repairs to the Premises and improvements thereon, which shall include but not be limited to the plumbing systems, cooking appliances, cooling system, heating system, sanitary systems, and other electric and gas fixtures which are required to keep the Premises in as good and commercially functional of a condition as existed upon entry, reasonable

wear and tear excepted..

Tenant agrees that no signs will be placed or painting done on or about the Premises by Tenant or at Tenant direction without the prior written consent of Landlord.

19. SECURITY DEVICES AND EXTERIOR DOOR LOCKS. The Texas Property Code requires that the Premises be equipped with certain types of locks and security devices. Said Code will govern the rights and obligations of the parties regarding security devices. **All notices or requests by Tenant for re-keying, changing, installing, repairing, or replacing security devices must be made in writing to the Landlord. All additional security devices or additional re-keying or replacement of security devices desired by Tenant shall be paid by Tenant in advance and may only be installed by Landlord or Landlord's contractors after receiving a written request from Tenant.**

20. SMOKE DETECTORS. The Texas Property Code requires that the Premises be equipped with smoke detectors in certain locations. Said Code will govern the rights and obligations of the parties regarding smoke detectors. **All requests for additional installation, inspection or repair of smoke detectors must be made in writing by Tenant to Landlord. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under the Texas Property Code.**

21. VEHICLES. Tenant may not permit more than 4 vehicles, which shall include but not be limited to automobiles, non-commercial passenger trucks, recreational vehicles, trailers, motorcycles, and boats, on the Premises unless authorized in writing by Landlord. Under no circumstances may Tenant park or drive any vehicle on the Premises' yard and/or landscape. Tenant may not store any vehicles on or adjacent to the Premises or on the street in front of the Premises. Tenant shall under no circumstances permit any type of commercial vehicle to be stored or parked on or adjacent to the Premises or on the street in front of the Premises. Tenant hereby acknowledges and agrees that Landlord may tow, at Tenant's sole expense, any improperly parked or inoperative vehicle on or adjacent to the Premises in accordance with all applicable state and local laws. For purposes of this provision, an inoperative vehicle shall mean and include a vehicle that is not in good working order and that does not have a current state inspection and registration sticker, as required by law.

22. LANDLORD'S INSPECTION OF AND ACCESS TO PREMISES. Landlord and Landlord's agents will have the right at all reasonable times, without prior notice to Tenant, during the term of this Lease and any extension of it to enter the Premises for the purposes of inspecting them and all building and improvements on them; showing the Premises to prospective tenants, purchasers, inspectors, appraisers, surveyors, engineers, contractors or insurance agents; exercise a contractual or statutory lien and all legal rights thereunder; leaving written notices; or seizing nonexempt property after default.

23. SUBORDINATION OF LEASE. This Lease and Tenant's interest under it are and will be subordinate to any encumbrances now or hereafter placed on the Premises by Landlord, all

advances made under any such encumbrances, the interest payable on any encumbrances, and all renewals or extensions of such encumbrances.

24. LIABILITY. UNLESS CAUSED BY LANDLORD'S NEGLIGENCE, TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD IS NOT LIABLE OR RESPONSIBLE TO TENANT, TENANT'S FAMILY, GUESTS, OCCUPANTS, AND/OR INVITEES FOR ANY DAMAGES, INJURIES, OR LOSSES TO PERSON OR PROPERTY CAUSED BY FIRE, FLOOD, WATER LEAKS, ICE, SNOW, HAIL, WINDS, EXPLOSIONS, SMOKE, INTERRUPTION OF UTILITIES, THEFT, BURGLARY, ROBBERY, ASSAULT, VANDALISM, OTHER PERSONS, THE CONDITION OF THE PREMISES, ENVIRONMENTAL CONTAMINANTS, INCLUDING BUT NOT LIMITED TO CARBON MONOXIDE, ASBESTOS, RADON GAS AND LEAD BASED PAINT, OR OTHER OCCURRENCES OR CASUALTY LOSSES. TENANT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS LANDLORD AND THE PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LANDLORD OR THE PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE PREMISES BY TENANT; FROM ANY NEGLECT OR FAULT OF TENANT OR THE FAMILY, AGENTS, GUESTS OR INVITEES OF TENANT IN USING AND OCCUPYING THE PREMISES; OR FROM ANY FAILURE BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LANDLORD OR THE PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLECT, OR USE OF THE PREMISES BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES, OR ANY OTHER PERSON ON THE PREMISES, TENANT AGREES THAT TENANT OR ANY OTHER PERSON ON THE PREMISES WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LANDLORD OR AGAINST THE PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

25. SURRENDER OF PREMISES. On or before the Termination Date of this Lease or any termination date of an Extension Term or any date of termination allowed hereunder, Tenant shall surrender ("Surrender" shall mean vacating the Premises and returning all keys and access devices to the Landlord) the Premises clean and free of all trash, debris and any personal property or belongings and in as good condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted. If Tenant leaves any personal property or belongings in, on or about the Premises after Tenant surrenders possession of the Premises, all such personal property and/or belongings of Tenant will be forfeited to and become the property of the Landlord. In the event that Tenant forfeits such personal property or belongings pursuant to the terms of this Lease, Tenant hereby acknowledges and agrees that Landlord may dispose of such personal property or belongings of Tenant, without liability to Landlord, in any manner in which Landlord, in Landlord's sole discretion, deems fit or reasonable.

26. ABANDONMENT. If Tenant abandons the Premises, Tenant will be in default of this Lease. "Abandon" shall mean Tenant is absent from the Premises for Fourteen (14) consecutive days.

27. HOLDOVER. If Tenant fails to vacate the Premises on or before the Termination Date of this Lease or at the end of any Extension Term or on the effective date of any termination allowed hereunder, Tenant will pay rent for the holdover period and **INDEMNIFY** Landlord and/or Landlord's prospective tenants for damages, which shall include but not be limited to lost rents, lodging expenses, and attorney's fees, incurred by them due to Tenant's holdover. In the event of a holdover, Landlord, at Landlord's sole discretion and option, may extend this Lease up to one month by notifying Tenant in writing of its election to extend this Lease one additional month. Rent for any holdover period will be Two (2) times the monthly rent calculated on a daily basis and will be immediately due and payable daily without further notice or demand to Tenant.

28. DEFAULT BY TENANT. Tenant hereby acknowledges and agrees that if Tenant fails to comply with any provision of this Lease, such failure shall be deemed to be a material breach of this Lease. Furthermore, if Tenant fails to comply with any provision of this Lease, other than the covenant to pay rent, or with any present rules and regulations or any that may be hereafter prescribed by Landlord, or if Tenant fails to comply with any duties imposed on Tenant by law, Landlord may immediately terminate the Lease and/or avail itself of any remedies that are available at law or in equity. If Landlord decides that Tenant should be allowed the opportunity to correct the noncompliance, Landlord may deliver a written notice specifying the noncompliance and allowing Seven (7) days within which it may be corrected. If compliance is not made, Landlord may then terminate the Lease and/or avail itself of any remedies that are available at law or in equity.

If Tenant fails to pay rent when due, and the default continues for Three (3) days after delivery of written demand by Landlord for payment of the rent or possession of the Premises, Landlord may terminate the Lease. If Tenant breaches this Lease, all rents which are payable during the remainder of the Lease term or any extension thereof will be accelerated without further notice or demand to Tenant. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Premises to acceptable tenants thereby reducing Tenant's liability accordingly. Tenant hereby acknowledges that unpaid rent and unpaid damages are reportable to credit reporting agencies. In the event Tenant breaches this Lease, Tenant will be liable to Landlord for:

a. Any lost rents;
b. Landlord's costs of reletting the Premises, which shall include but not be limited to brokerage fees, advertising fees, and other necessary fees to relet the Premises;
c. Repairs to the Premises for use beyond normal wear and tear;
d. All of Landlord's costs associated with eviction of Tenant, which shall include attorney's fees, costs of court, and prejudgment interest;
e. All of Landlord's costs associated with collection of rent, which shall include but not be limited to collection fees, late charges, returned check charges, attorney's fees, and fees paid to collection agencies; and
f. Any other recovery to which the Landlord may be entitled by law or in equity.

29. DEFAULT BY LANDLORD. In the event of default by Landlord of any covenant, warranty, term or obligation of this Lease, Landlord's failure to cure same or commence a good faith effort to cure same within Thirty (30) days after written notice thereof by Tenant shall be considered a default and shall entitle Tenant to terminate this Lease. Tenant hereby acknowledges that such right to terminate shall be the sole remedy available in the event Landlord breaches this Lease and fails to cure as set forth in this provision.

30. LANDLORD'S LIEN AND ENFORCEMENT THROUGH SEIZURE. TENANT GRANTS LANDLORD A LIEN FOR UNPAID RENT THAT IS DUE, COVERING ALL NONEXEMPT PROPERTY OF TENANT THAT IS IN THE RESIDENCE. LANDLORD SHALL HAVE THE RIGHT TO SEIZE TENANT'S NONEXEMPT PERSONAL PROPERTY TO SECURE THE PAYMENT OF SUMS DUE UNDER THIS LEASE, IN THE MANNER PROVIDED BY LAW, AND IF LANDLORD SEIZES ANY SUCH PROPERTY, LANDLORD SHALL GIVE NOTICE TO TENANT, AND TENANT MAY OBTAIN THE RETURN OF THE PROPERTY, ALL AS PROVIDED IN SECTION 54.044 OF THE TEXAS PROPERTY CODE. LANDLORD IS ENTITLED TO COLLECT A CHARGE FOR PACKING, REMOVING AND STORING PROPERTY SO SEIZED, AND IF THE PROPERTY IS SOLD, LANDLORD MAY ALSO COLLECT A CHARGE FOR THE COSTS OF SELLING THE PROPERTY.

IF TENANT HAS NOT PAID ALL DELINQUENT RENT WITHIN SEVEN (7) DAYS OF RECEIVING THE NOTICE REQUIRED UNDER SECTION 54.044 OF THE TEXAS PROPERTY CODE, LANDLORD MAY GIVE TENANT NOTICE OF INTENT TO SELL THE PROPERTY IN THE MANNER PROVIDED IN TEXAS PROPERTY CODE SECTION 54.045, AND IF TENANT FAILS TO REDEEM THE PROPERTY PRIOR TO THE DATE AND TIME OF SALE BY PAYING ALL DELINQUENT RENTS, REASONABLE PACKING, MOVING, STORAGE AND SALE COSTS, LANDLORD MAY PROCEED TO SELL THE PROPERTY SO SEIZED, AND ACCOUNT FOR THE SALES PROCEEDS AS REQUIRED BY LAW. ANY PROCEEDS OF THE SALE REMAINING AFTER DEDUCTION OF LAWFUL COSTS AND OFFSETS ENUMERATED ABOVE SHALL BE RETURNED TO TENANT.

31. Tenant designates the following as the person to contact pursuant to Texas Property Code, Section 92.014 (a), in the event of Tenant's death, concerning the Premises:

Name of Designee _____

Address of Designee _____

_____,

_____

Telephone number of designee (_____) _____-_____

and in the event of Tenant's death, Landlord is further authorized to:

a. grant Tenant's designee access to the Premises at a reasonable time and in the presence of Landlord or Landlord's agent;

b. allow Tenant's designee to remove any of Tenant's property found at the Premises; and
c. refund Tenant's security deposit, less lawful deductions, to the designee.

32. REPRESENTATIONS. Tenant's statements and representations in this Lease are material representations relied upon by Landlord. If Tenant makes any misrepresentation in this Lease, Tenant shall be in default and breach of this Lease. Each party hereto states that he or she is of legal age to enter into this Lease. This provision shall survive termination of the Lease.

33. TENANTS' JOINT AND SEVERAL LIABILITY. All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this Lease or any extension of this Lease, or its termination shall be binding on all Tenants executing this Lease.

34. RECOVERY OF COSTS. In any action taken to enforce or interpret this Lease, the prevailing party will be entitled to recover all costs and expenses, including court costs and reasonable attorneys' fees.

35. ELECTION BY LANDLORD NOT EXCLUSIVE. The exercise by Landlord of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Landlord by this Lease agreement or by statute or law. The failure of Landlord in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Landlord shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Landlord of rent or any other payment or part of payment required to be made by the Tenant shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Landlord of any of the provisions of this Lease, or any of Landlord's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Landlord in writing.

36. VENUE AND GOVERNING LAW. Each party to this Lease hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Lease shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Lease is governed by the laws of the United States, this Lease shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

37. RELATIONSHIP OF THE PARTIES. In the performance of this Lease, each party shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. Neither party shall be deemed or construed to be the employees or agents of the other

party for any purposes whatsoever. Tenant shall not be provided any form of compensation or any benefits that are provided to employees of Landlord, including, but not limited to health insurance, workers compensation insurance or any other remuneration that is provided to employees of Landlord.

38. SEVERABILITY AND INTERPRETATION CONSISTENT WITH LAW. This Lease is intended to comply with all applicable Texas statutes relative to rental agreements. If any provision of this lease is deemed by a court of competent jurisdiction to violate a Texas statute, the violation is inadvertent. If a provision is found to be so violative, the provision shall be considered void and severed from the lease and the balance of the Lease shall remain in full force and effect. Nothing contained in this Lease shall be construed as exculpating the Landlord from liability for the Landlord's failure to perform or Landlord's negligent performance of a duty imposed by law. Also, nothing contained in this Lease shall be construed as releasing either party from a duty to mitigate or minimize the damages to the other party.

39. LANDLORD'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. Gary Wilson, Director of Facilities for Williamson County (or his successor, as designated by Landlord), shall serve as the Landlord's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the Tenant.

Landlord's lease administrator and property manager contact information is as follows:

Dale Butler (or successor)
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1609
Fax: (512) 930-3313
Email: facilities@wilco.org

For all requests for services or repairs which Landlord is obligated to provided and perform under this Lease, Tenant shall contact:

Williamson County Facilities
3101 S. E. Inner Loop
Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313
Email: facilities@wilco.org

40. NOTICES. Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

Landlord's Address: Dale Butler (or successor)
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1636
Fax: (512) 930-3313
Email: facilities@wilco.org

Tenant's Address: 280 FM 3349
Taylor, TX 76574-7210

41. REPORTS OF ACCIDENTS. Within Twenty Four (24) hours after Tenant becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any person in, on or around the Premises, whether or not it results from or involves any action or failure to act by the Tenant, the Tenant shall send a written report of such accident or other event to the Landlord, setting forth a full and concise statement of the facts pertaining thereto. The Tenant shall also immediately send the Landlord a copy of any summons, subpoena, notice, or other documents served upon the Tenant or received by it in connection with any matter before any court arising in relation to any injury to the person or property of any person in, on or around the Premises.

42. TERMINATION FOR CONVENIENCE. Landlord may terminate this Lease, for convenience and without cause, upon Sixty (60) calendar day's written notice to Tenant. Provided that Tenant does not owe any amounts under this Lease and is not otherwise in default, Tenant may terminate this Lease, for convenience and without cause, upon Sixty (60) calendar day's written notice to Landlord. In the event of either parties' termination pursuant to this provision, all amounts that are due as of the date of termination shall be paid to Landlord. Furthermore, Landlord shall reimburse Tenant for the pro-rata portion of any prepaid rents for the unused unexpired portion of the month.

43. TIME OF ESSENCE. Time is expressly declared to be of the essence in this Lease.

44. BINDING OF HEIRS AND ASSIGNS. All provisions of this Lease shall extend to and bind not only the parties to this Lease, but to each and every one of the heirs, executors, representatives, successors and assigns of Landlord and Tenant.

Initialed for Identification by Tenants: _____, _____, _____, _____ and Landlord _____, _____

45. NO THIRD-PARTY BENEFICIARIES. This Lease is for the sole and exclusive benefit of the Tenant and Landlord, and nothing in this Lease, express or implied, is intended to confer or shall be construed as conferring upon any other person or entity any rights, remedies or any other type or types of benefits.

46. NO WAIVER OF IMMUNITIES. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Landlord, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Landlord does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

48. PRO-RATA PROPORTIONS. If this Lease should commence on a date other than the First (1st) day of a calendar year or terminate on a date other than the last day of the then current term of the Lease, percentage rental for such fractional part of the then current term of the Lease following the commencement date or preceding the termination date, as the case may be, shall be paid after deducting from the percentage rental all payments of minimum guaranteed rental for the fractional period, the percentage rental to be paid in monthly installments as provided in this Lease with respect to full term of the Lease.

49. EXECUTION IN COUNTERPARTS. This Lease may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

50. BINDING EFFECT. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Landlord and Tenant relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Landlord or Tenant unless in writing and signed by them and made a part of this Lease by direct reference.

Signed, sealed and delivered this _____ ____, 2020.

LANDLORD:

WILLIAMSON COUNTY, TEXAS

By: _____

Bill Gravell, Jr.,
Williamson County Judge

Initialed for Identification by Tenants: _____, _____, _____, _____ and Landlord _____, _____

TENANT:

By: _____

Elisabeth Henning

IMPORTANT LEGAL NOTICES

Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence or a military deployment or transfer.

If Tenant gives Landlord notice according to Tex. Prop. Code Ann. § 92.056 regarding a condition that materially affects the physical health or safety of an ordinary tenant, and Landlord fails to repair the condition within a reasonable time, Tenant is entitled to the following remedies:

(1) Terminate the lease;
(2) Have the condition repaired or remedied;
(3) Deduct from Tenant's rent, without necessity of judicial action, the cost of the repair or remedy; and
(4) Obtain judicial remedies according to Tex. Prop. Code Ann. § 92.0563.

Note that if Tenant chooses to terminate the lease, the following applies:

(1) Tenant is entitled to a pro rata refund of the rent from the later of the following: (a) date of termination of the lease; (b) date Tenant moves out;
(2) Tenant is entitled to deduct security deposit from his or her rent without the necessity of a lawsuit or to obtain a refund of the security deposit according to law; and
(3) Tenant is not entitled to repair and deduction remedies under Tex. Prop. Code Ann. § 92.0561 of the Property Code or judicial remedies under Tex. Prop. Code Ann. § 92.0563(a)(1), (2).

Initialed for Identification by Tenants: _____, _____, _____, _____ and Landlord _____, _____

SCHEDULE "A"

INVENTORY CHECKLIST CONDITION OF RENTAL PROPERTY

Tenant must complete this checklist, noting the condition of the rental property, and return it to the Landlord when Landlord delivers possession of the rental property.

	Beginning Condition	**Ending Condition**
Living Room		
Door (including locks)	_____	_____
Patio door	_____	_____
Screen door	_____	_____
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Plugs and switches	_____	_____
Dining Room		
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights and switches	_____	_____
Entry		
Door	_____	_____
Ceiling	_____	_____
Walls	_____	_____
Carpet/floor	_____	_____
Hallway		
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____

Switches and plugs	_____	_____
Hall Closet		
Door	_____	_____
Ceiling	_____	_____
Shelves	_____	_____
Carpet/floor	_____	_____
Kitchen		
Vinyl	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights and switches	_____	_____
Stove/oven	_____	_____
Refrigerator	_____	_____
Disposal	_____	_____
Sink	_____	_____
Cabinets	_____	_____
Countertop	_____	_____
Bedroom #1		
Door	_____	_____
Windows	_____	_____
Screens	_____	_____
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights and switches	_____	_____
Closet	_____	_____
Bedroom #2		
Door	_____	_____

Windows	_____	_____
Screens	_____	_____
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights and switches	_____	_____
Closet	_____	_____
Bedroom #3		
Door	_____	_____
Windows	_____	_____
Screens	_____	_____
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights and switches	_____	_____
Closet	_____	_____
Bathroom		
Door	_____	_____
Vinyl	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Sink	_____	_____
Tub and shower	_____	_____
Toilet	_____	_____
Cabinet and shelves	_____	_____
Closet	_____	_____
Towel bars	_____	_____
Lights and switches	_____	_____

Basement

Door	_____	_____
Furnace	_____	_____
General area	_____	_____
Stairway	_____	_____
Lights and switches	_____	_____

The above is a complete inventory checklist of the condition of the rental property located at *280 FM 3349 Taylor, TX 76574*

Beginning Condition Inventory Checklist made on _____, 20____.

Ending Condition Inventory Checklist made on _____, 20____.

_____ Landlord's Lease Administrator

_____ Tenant

Commissioners Court - Regular Session **91.**

Meeting Date: 09/29/2020

CR 111 Relocation Claims

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 two claims for actual moving expenses caused by the right of way acquisition on the CR 111 project (Parcel 44DE). Funding Source: Road Bonds P292

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hernandez Relo Claim #1

Hernandez Relo Claim #2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/24/2020 11:18 AM

Form Started By: Charlie Crossfield Started On: 09/24/2020 09:35 AM

Final Approval Date: 09/24/2020

Texas Department of Transportation

Form ROW-R-99
(Rev. 07/11)
Page 1 of 1

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Grace Hernandez	Parcel No: 44 DE	County: Williamson
	ROW CSJ: N/A	Project No.: CR 111

☐ Residence ☐ Business ☐ Farm ☐ Nonprofit ☐ Sign ☒ Other - Shed

2. Address of Property Acquired by State:
1200 CR 105, Hutto, TX 78634
Claimant's Telephone No.: 512-761-2299

3. Address Moved To:
Personal Property Moved to Remainder of Property

4. Occupancy of Property Acquired by State:
From (Date): May 2013 | To (Date of Move): Still Occupy Property
☒ Owner/Occupant ☐ Tenant

5. Distance Moved: 32 feet

7. Mover's Name and Address:
Daryl Flood Logistics
15833 Long Vista Drive, Suite 103
Austin, TX 78728

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	22	2019
b. Date Property Acquired	12	17	2019
c. Date Required to Move	02	15	2020

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move):N/A

9. Amount of Claim:	
a. Moving Expenses	$15,500.00
b. Reestablishment Expenses	$
c. Searching Expenses	$
d. Tangible Property Loss	$
e. Storage	$
f. Temporary Lodging	$
g. Total Amount	**$15,500.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Grace Hernandez
Claimant

Date of Claim: 9-15-20

Claimant

Spaces Below to be Completed by State

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 15,500.00

Date

Williamson County Judge

* R 9 9 *

WILLIAMSON COUNTY
1848

AGREEMENT FOR DIRECT PAYMENT TO VENDOR

County: Williamson

Highway: CR 111

Parcel: 44 DE

The undersigned displace hereby agrees that payment for relocation services identified on the attached scope of work will be made to **Brown & Sons House Moving**. This agreement is void without a signed scope of work attached. Williamson County reserves the right and responsibility of determining the "reasonable and necessary" charges for the move as is customary in the industry. **Grace Hernandez** understands anything not included in the attached scope of work must be pre-approved by Williamson County in order to ensure its eligibility for reimbursement. Vendor understands that Williamson County will not be able to make any reimbursements for the pre-approved scope of services until displace authorizes release of payment.

Grace Hernandez
Displacee's Signature

5/7/20
Date

Grace Hernandez
Displacee's Name (printed)

W.A. Brown Jr.
Vendor's Signature

8-13-2020
Date

W.A. Brown Jr.
Vendor's Name (printed)

Lisa Dworaczyk
Williamson County Authorized Signature

8/18/2020
Date

Lisa Dworaczyk
Williamson County Authorized Name (printed)

COMMERCIAL SERVICES AGREEMENT

This agreement is made and entered into as of the _6-30-20__by and between Daryl Flood Logistics, Inc. with offices at 450 Airline Drive, Coppell, Texas 75019 ("DFL") and _Williamson County _ with offices at Williamson County.

1. Description of Services and Rates. DFL agrees to provide Customer with the commercial or warehousing services which are described in the proposal which has been provided by DFL to Customer. Charges for services provided by DFL shall be determined and paid by Customer in accordance with the rate and payment information which is contained in the "Proposal" and listed below.

   Proposal/Scope of Work "Exhibit A"

2. Proposal Type: Time and Materials __ Not to Exceed ____ Guaranteed Price _x_

3. Total Estimated Price $15,500.00_

4. The applicable release value for articles handled by DFL or stored by DFL is indicated below:

   X $.60/lb. – Carrier Base Liability _____ **(customer initial)** OR

   - Value Protection (VP): customer declared value is 100%.
   - Value Protection is $8.00 per $1000 of declared value.
     (minimum of $50,000 valuation required)

5. Invoices, All invoices which are issued by DFL to Customer pursuant to this Agreement shall be delivered to the customer at the following address and paid within 30 days of receipt:

   Address: GWS___ _____

   _9823 Cincinnati Dayton Rd _____

   __West Chester Township OH 45069_____

Mutually Agreed Upon Notes and Assumptions

As applicable and as indicated in the Proposed Move Plan:

- If Daryl Flood's pricing is a Total Guaranteed Price, then pricing is based on the information contained in this Statement of Work and Proposal, and the Total Guaranteed Price is the price Customer will pay for the Services.
- If Daryl Flood's pricing is a Total Estimated Price, then pricing is guided by the information contained in this Statement of Work and Proposal; however, Daryl Flood will charge, and Customer will pay, based on actual time and materials used in the provision of services.
- Total Estimated Price includes industry standard travel time and minimum service times and will be invoiced to Customer.
- If there is a material variation to the Inventory or Proposed Move Plan prior to Daryl Flood's commencement of Services, Customer will need to sign a new Statement of Work and Proposal.
- If there are variations to the Inventory or Proposed Move Plan after commencement of Services, Customer will need to sign a change order, which may include additional charges.
- The Proposed Move Plan assumes that the site is paved, and Daryl Flood has unobstructed and exclusive access, use and control of and to entrances, exits, operable elevators, loading areas, docks, lobbies, hallways, offices, and rooms.
- Daryl Flood will place Inventory in a Customer designated location one time.
- Costs incurred because of delays not caused by Daryl Flood will be invoiced to Customer.
- Daryl Flood's responsibility for loss or damage to Inventory is limited to the valuation. amount selected by Customer and noted in the Proposed Move Plan.
- Customer's rental and/or use of move materials is limited to the quantities and time-period shown in the Proposed Move Plan.
- Customer is responsible for any loss or damage it causes to any move materials or equipment.
- If Customer wants Inventory that it owns liquidated, recycled, donated or disposed Customer will provide Daryl Flood with a written list of the Inventory.
- Standard payment terms are net 30 days if Customer meets Daryl Flood's credit worthiness standards. If necessary, Daryl Flood. will notify Customer of more stringent payment terms in writing prior to the start of project services.
-

Date: TBD, DFL crews will arrive at the origin **1200 CR 105, Hutto TX 78634**

document. Customer, through its authorized agent, acknowledges and agrees that all services are provided subject to the agreement in place between the parties or, if no agreement, subject to Daryl Flood's Terms and Conditions for Commercial Services found at **www.darylflood.com/wps-terms-and-conditions.**

Daryl Flood Logistics, Inc. _____

By:_____ By: Laurie Miller

Title: Sales Executive Title: Relocation Agent

Print Name: Anthony Stephenson Print Name:____

Exhibit A

Scope:

Date TBD: Crews will arrive at **Origin 1200 CR 105, Hutto TX 78634**. Crew will unload materials, and remove items for the existing storage shed and load into a **container provided** for (POD). After Storage Shed is moved to the new location in yard, Crew will unload container (POD) and load personal property back into shed. For **three Days only**, additional usage after three days will be charged additionally. Crews will **Palletize/Band** and move all debris back 40 ft from where it is sitting. This process will move all debris from the edge of property line approximately 100 yards in length. This project will take 3 days.

Day one

Crew: Supervisor	**1**	
Movers:	**3**	
Driver	**2**	
Truck bobtail:	**1**	
Tractor /Trailer	**1 (Deliver all terrain fork-lift)**	
All Terrain Fork-Lift	**1**	
POD Rental	**1 da**	**Total $3250.00**

POD Delivery **1**

Day Two

Crew Supervisor **1**

Movers **3**

Truck Bobtail **1**

Driver **1**

All Terrain Fork-Lift **1**

POD Rental **1** **one day** **Total** **$2950.00**

Day Three

Crew Supervisor **1**

Movers **3**

Truck Bobtail **1**

Drivers **2**

Tractor Trailer **1 (pick up all terrain fork-lift)**

POD **Return Pick/up**

Total **$3250.00**

All Terrain Heavy Fork-lift Rental	**3 days**	**$1200.00**
POD Rental	**3 days**	**$702.50**
POD delivery and pickup		**$200.00**
All Terrain Heavy Fork-lift Deliver/Pickup		**$500.00**

Crew will work 10-hour days

Crew will palletize lose bricks, wood and misc items

Time/Materials for palletizing and banding $3447.50

Place all pallets and items where customer request.

Total: $6050.00

Texas Department of Transportation
Form ROW-R-CE
(Rev. 03/16)
Page 1 of 1

CERTIFICATION OF ELIGIBILITY

Parcel: 44 DE
Displacee: Grace Hernandez

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.

Grace Hernandez
Claimant

Date: 8-22-19

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:

Texas Department of Transportation
Form ROW-R-99
(Rev. 07/11)
Page 1 of 1

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Grace Hernandez	Parcel No: 44 DE ROW CSJ: N/A	County: Williamson Project No.: CR 111

☐ Residence ☐ Business ☐ Farm ☐ Nonprofit ☐ Sign ☒ Other - Shed

2. Address of Property Acquired by State:
1200 CR 105, Hutto, TX 78634
Claimant's Telephone No.: 512-761-2299

3. Address Moved To:
Shed Moved to Remainder of Property

4. Occupancy of Property Acquired by State:

From (Date):	To (Date of Move):
May 2013	Still Occupy Property

☒ Owner/Occupant ☐ Tenant

5. Distance Moved: 32 feet

7. Mover's Name and Address:
Brown & Sons House Movers
P.O. Box 1242
Del Valle, TX 78617

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	22	2019
b. Date Property Acquired	12	17	2019
c. Date Required to Move	02	15	2020

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move):N/A

9. Amount of Claim:	
a. Moving Expenses	$3,800.00
b. Reestablishment Expenses	$
c. Searching Expenses	$
d. Tangible Property Loss	$
e. Storage	$
f. Temporary Lodging	$
g. Total Amount	**$3,800.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Grace Hernandez
Claimant

Date of Claim: 9/15/20

Claimant

Spaces Below to be Completed by State

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 3,800.00

Date

Willlamson County

* R 9 9 *

Brown & Sons House Movers

No 839

Walter Brown Jr
P.O. Box 1242
Del Valle, Texas 78617
(512) 247-3901
Fax (512) 247-3222

Date: 8-31-2020

Bill To:

Williamson county attn: Laurie miller
cr 111 Projet
Parcel 44 - Hernandez

Invoice

Description	Amount
moved The building at 1200	
County Rd 105 35 Feet	$3800.00

Total Due: 3800.00

Down Payment: _____

Balance Due: _____

W. G. Brown
Walter Brown Jr

WILLIAMSON COUNTY
1848

AGREEMENT FOR DIRECT PAYMENT TO VENDOR

County: Williamson

Highway: CR 111

Parcel: 44 DE

The undersigned displace hereby agrees that payment for relocation services identified on the attached scope of work will be made to **Brown & Sons House Moving**. This agreement is void without a signed scope of work attached. Williamson County reserves the right and responsibility of determining the "reasonable and necessary" charges for the move as is customary in the industry. **Grace Hernandez** understands anything not included in the attached scope of work must be pre-approved by Williamson County in order to ensure its eligibility for reimbursement. Vendor understands that Williamson County will not be able to make any reimbursements for the pre-approved scope of services until displace authorizes release of payment.

Grace Hernandez
Displacee's Signature

5/7/20
Date

Grace Hernandez
Displacee's Name (printed)

W.A. Brown Jr.
Vendor's Signature

8-13-2020
Date

W.A. Brown Jr.
Vendor's Name (printed)

Lisa Dworaczyk
Williamson County Authorized Signature

8/18/2020
Date

Lisa Dworaczyk
Williamson County Authorized Name (printed)

Estimate

Brown & Sons House Movers

№ 835

Walter Brown Jr
P.O. Box 1242
Del Valle, Texas 78617
(512) 247-3901
Fax (512) 247-3222

Date: 8-17-2020

Bill To:

Laurie Miller - Williamson County

Shed Move - Grace Hernandez, P. 44

Description	Amount
The cost To move The Building-	
30 feet at 1200 CR 105 Hutto TX	$3,800 ⁰⁰

Total Due: $3,800

Down Payment: _____

Balance Due: _____

W.G Brown

Walter Brown Jr

Texas Department of Transportation
Form ROW-R-CE
(Rev. 03/16)
Page 1 of 1

CERTIFICATION OF ELIGIBILITY

Parcel: 44 DE
Displacee: Grace Hernandez

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.

Grace Hernandez
Claimant

Date: 8-22-19

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:

Easement Purchase with Relocation of Shed and Landscape Materials

CR 111

Parcel 44 DE

After Photos of Shed moved 32 ft. and all Landscaping Material moved out of acquired property

Commissioners Court - Regular Session **92.**

Meeting Date: 09/29/2020

Possession & Use Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Possession & Use Agreement for Transportation Purposes with Bruce E. Nakfoor, Trustee for right of way needed on the US 183 right turn lane project. Funding Source: Road Bonds P277

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Nakfoor PUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/24/2020 10:07 AM

Form Started By: Charlie Crossfield Started On: 09/24/2020 09:38 AM

Final Approval Date: 09/24/2020

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS §
§ Parcel No.:
COUNTY OF WILLIAMSON § Project: 183 Right Turn Lane

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS (the "County"), and BRUCE E. NAKFOOR, TRUSTEE (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of right turn lane for US 183 and related appurtenances and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map or other description (attached as "Exhibits "A" and "B") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of Ten and 00/100 Dollars ($10.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any. The parties agree that the sum tendered represents a partial payment the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the County, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").

4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered GF No. 2029249-KFO (and any subsequent updates prior to the Effective Date) by Independence Title, and that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

   The above made warranties are made by Grantor and accepted by County subject the following:

   A. Visible and apparent easements not appearing of record;

   B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,

   C. 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.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date.

6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until entry of judgment.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.

11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

13. It is agreed the County will record this document.

14. Other conditions: Should the Special Commissioners' Award (if any) be greater than the amount paid in paragraph 2 (two), the County shall tender the difference to the registry of the court within 60 (sixty) days of said Award.

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

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At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:

Trustee

BRUCE E. NAKFOOR, TRUSTEE

ACKNOWLEDGMENT

STATE OF ~~TEXAS~~ LOUISIANA

COUNTY OF ST. JOHN

This instrument was acknowledged before me on this the 22 day of September, 2020 by BRUCE E. NAKFOOR, TRUSTEE, in the capacity and for the purposes and consideration recited herein.

KATHRYN W. BECNEL
Notary Public
State of Louisiana
St. John The Baptist Parish
Notary ID # 23641
My Commission is for Life

Notary Public, State of Louisiana

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2020 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires

EXHIBIT "A"

County: Williamson
Parcel No.: 5
Highway: U.S. 183
Limits: From: 300 feet North of El Dorado Pass
To: 1,500 feet South of proposed C.R. 258 alignment

August 11, 2020

PROPERTY DESCRIPTION FOR PARCEL 5

DESCRIPTION OF A 0.072 ACRE (3,144 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.B. ROBINSON SURVEY, ABSTRACT NO. 521, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 20.1865 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BRUCE E. NAKFOOR, TRUSTEE, RECORDED OCTOBER 4, 2007 IN DOCUMENT NO. 2007085100, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.072 ACRE (3,144 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 "Haynie Consulting" found 650.22 feet left of U.S Highway 183 (U.S. 183) Engineer's Centerline Station (E.C.S.) 632+14.18, for the southeast corner of said 20.1865 acre tract, same being an interior ell corner of a remainder of a called 262.022 acre tract of land, described in a deed to Macnak, LLC, recorded in Document No. 2007083912, O.P.R.W.C.TX.;

THENCE with the common line of said 20.1865 acre tract and said remainder of a called 262.022 acre tract, the following three (3) courses and distances:

S 66°47'26" W, a distance of 273.04 feet to a 1/2-inch iron rod with a plastic cap stamped "Haynie Consulting" found, said point being the beginning of a curve to the right,

With said curve to the right, an arc distance of 262.84 feet, through a central angle 27°53'17", having a radius of 540.00 feet, and a chord that bears S 80°43'59" W, a distance of 260.25 feet to a calculated point, and

N 85°19'28" W, a distance of 91.31 feet to a Texas Department of Transportation (TXDOT) Type II bronze disk set in concrete (Surface Coordinates: N=10,218,318.58, E=3,068,312.69) 65.00 feet left of U.S. 183 E.C.S 634+04.60 on the proposed east right-of-way line of U.S. 183, for the southeast corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 85°19'28" W, departing the proposed east right-of-way line of said U.S. 183, continuing with the common line of said 20.1865 acre tract and said remainder of a called 262.022 acre tract, a distance of 15.10 feet to a 1/2-inch iron rod with a plastic cap destroyed found on the existing east right-of-way line of U.S. Highway 183 (U.S. 183), a variable width right-of-way, as depicted in TXDOT right-of-way strip map CSJ No. 273-4-2, for the most westerly northwest corner of said remainder of a called 262.022 acre tract, same being the southwest corner of said 20.1865 acre tract and the parcel described herein;

2) **THENCE** N 04°40'32" E, departing the common line of said 20.1865 acre tract and said remainder of a called 262.022 acre tract, with the existing east right-of-way line of said U.S. 183, a distance of 208.22 feet to a calculated point on the proposed east right-of-way line of said U.S. 183, for the northwest corner of the parcel described herein;

THENCE departing the existing east right-of-way line of said U.S. 183, with the proposed east right-of-way line of said U.S. 183, over and across said 20.1865 acre tract, the following two (2) courses and distances numbered 3-4:

3) S 85°19'28" E, a distance of 15.10 feet to a TXDOT Type II bronze disk set in concrete 65.00 feet left of U.S. 183 E.C.S. 631+96.38, and

4) S 04°40'36" W, a distance of 208.22 feet to the **POINT OF BEGINNING**, and containing 0.072 acres (3,144 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 1.00012. 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.

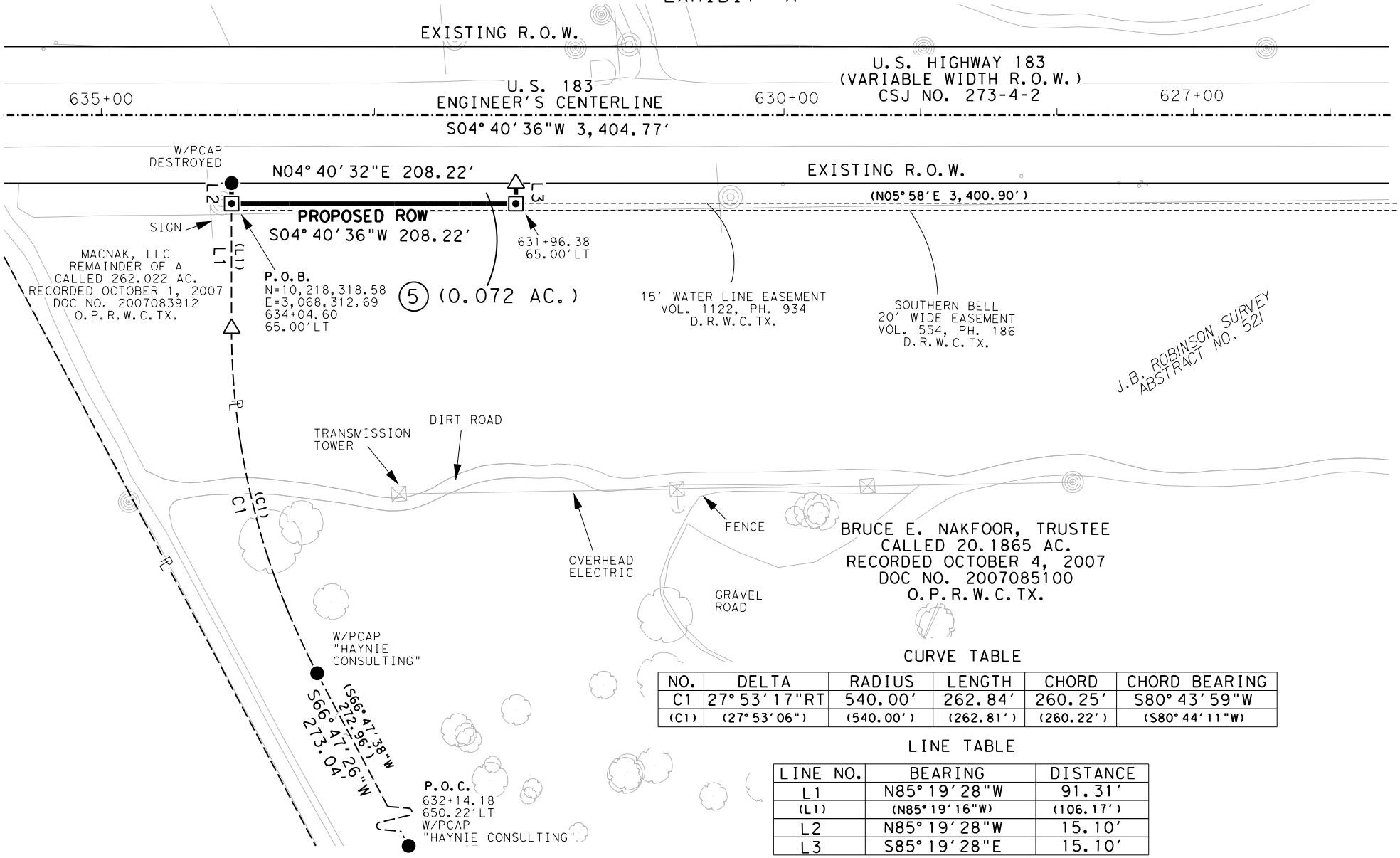
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Preliminary
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	27° 53' 17"RT	540.00'	262.84'	260.25'	S80° 43' 59"W
(C1)	(27° 53' 06")	(540.00')	(262.81')	(260.22')	(S80° 44' 11"W)

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N85° 19' 28"W	91.31'
(L1)	(N85° 19' 16"W)	(106.17')
L2	N85° 19' 28"W	15.10'
L3	S85° 19' 28"E	15.10'

REF. FIELD NOTE NO. 48299

FILE:\\saminc\AUS\PROJECTS\1019049922\100\Survey\03Exhibits\P-5\P-5.dgn

EXISTING	20.1865 AC.	ACQUIRE	0.072 AC.	REMAINING	20.115 AC. LEFT

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

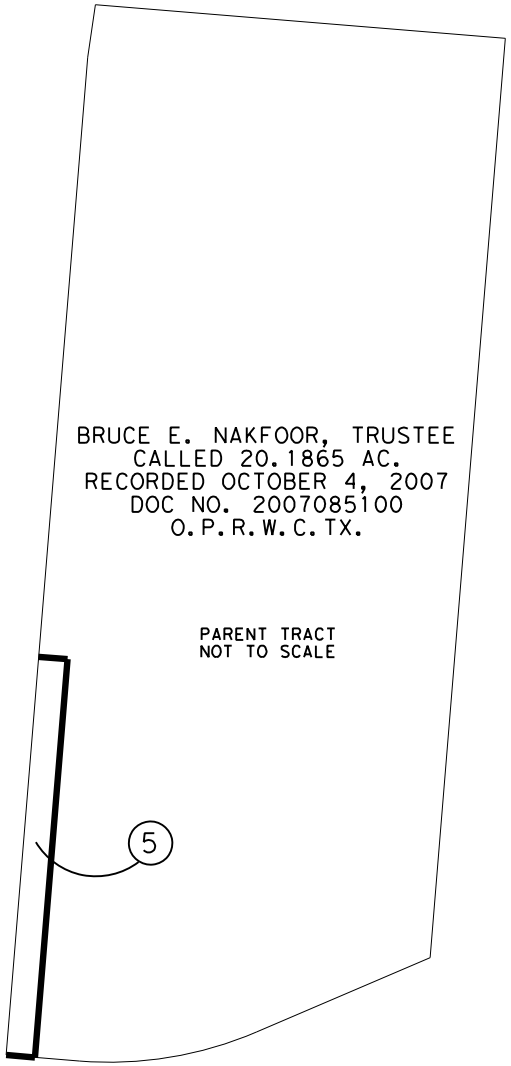
SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
BRUCE E. NAKFOOR, TRUSTEE
PARCEL 5
0.072 AC. (3,144 SQ. FT.)

EXHIBIT "A"

LEGEND

⊙	TXDOT TYPE II BRONZE DISK SET IN CONCRETE
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
◉	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	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)



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 1.00012. 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 WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

3. U.S. 183 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM AMERICAN STRUCTURE, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN AUGUST, 2020.

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.

Preliminary
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

REF. FIELD NOTE NO. 48299

FILE:\\saminc\AUS\PROJECTS\1019049922\100\Survey\03Exhibits\P-5\P-5.dgn

EXISTING	20.1865 AC.	ACQUIRE	0.072 AC.	REMAINING	20.115 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
BRUCE E. NAKFOOR, TRUSTEE
PARCEL 5
0.072 AC. (3,144 SQ. FT.)

EXHIBIT "B"

Highway: U.S. 183
Limits: From: 300 feet North of El Dorado Pass
To: 1,500 feet South of proposed C.R. 258 alignment

PROPERTY DESCRIPTION FOR PARCEL 6

DESCRIPTION OF A 0.066 ACRE (2,885 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.B. ROBINSON SURVEY, ABSTRACT NO. 521, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 262.022 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO MACNAK, LLC, RECORDED OCTOBER 1, 2007 IN DOCUMENT NO. 2007083912, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.066 ACRE (2,885 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 "LAI" found 732.63 feet left of U.S. 183 Engineer's Centerline Station (E.C.S.) 632+37.29 on the south line of said remainder of a called 262.022 acre tract, for the northwest corner of a called 100.00 acre tract of land, described in a deed to Ching Ruth Hsu, recorded in Document No. 2002015738, O.P.R.W.C.TX., same being the northeast corner of a called 94.35 acre tract of land, described in a deed to Zennie Lien-Fang Wey, recorded in Document No. 2012098011, O.P.R.W.C.TX.;

THENCE with the common line of said 94.35 acre tract and said remainder of a called 262.022 acre tract, the following two (2) courses and distance:

S 65°32'09" W, a distance of 50.63 feet to a 1/2-inch iron rod found, and

S 66°47'41" W, a distance of 705.28 feet to a Texas Department of Transportation (TXDOT) Type II bronze disk set in concrete (Surface Coordinates: N=10,218,132.02, E=3,068,297.43) 65.00 feet left of U.S. 183 E.C.S 635+91.77 on the proposed east right-of-way line of U.S. 183, for the southeast corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 66°47'41" W, with the proposed east right-of-way line of said U.S. 183, a distance of 17.07 feet to a TXDOT Type II bronze disk set in concrete (replaced 1/2-inch iron rod found) 49.91 feet left of U.S. 183 E.C.S 635+99.76 on the existing east right-of-way line of U.S. 183, a variable width right-of-way, as depicted in TXDOT right-of-way strip map CSJ No. 273-4-2, for the northwest corner of said 94.35 acre tract, same being the southwest corner of said remainder of a called 262.022 acre tract and of the parcel described herein;

2) **THENCE** N 04°40'32" E, departing the proposed east right-of-way line of said U.S. 183, with the existing east right-of-way line of said U.S. 183, a distance of 195.16 feet to a 1/2-inch iron rod with a plastic cap destroyed found, for the southwest corner of a called 20.1865 acre tract, described in a deed to Bruce E. Nakfoor, Trustee, recorded in Document No. 2007085100, O.P.R.W.C.TX., same being the most westerly northwest corner of said remainder of a called 262.022 acre tract and the northwest corner of the parcel described herein;

3) **THENCE** S 85°19'28" E, departing the existing east right-of-way line of said U.S. 183, with the common line of said remainder of a called 262.022 acre tract and said 20.1865 acre tract, a distance of 15.10 feet to a TXDOT Type II bronze disk set in concrete 65.00 feet left of U.S. 183 E.C.S 634+04.60 on the proposed east right-of-way line of said U.S. 183, for the northeast corner of the parcel described herein, from which a 1/2-inch iron rod with a plastic cap stamped "HAYNIE CONSULTING" found, bears S 85°19'28" E, a distance of 91.31 feet to a calculated point, said point being the beginning of a curve to the left, and with said curve to the left, an arc distance of 262.84 feet, through a central angle 27°53'17", having a radius of 540.00 feet, and a chord that bears N 80°43'59" E, a distance of 260.25 feet;

4) **THENCE** S 04°40'36" W, departing the common line of said remainder of a called 262.022 acre tract and said 20.1865 acre tract, with the proposed south right-of-way line of said U.S. 183, over and across said remainder of a called 262.022 acre tract, a distance of 187.17 feet to the **POINT OF BEGINNING**, and containing 0.066 acres (2,885 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 1.00012. 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.

Preliminary

08/11/2020 8:30:27 AM

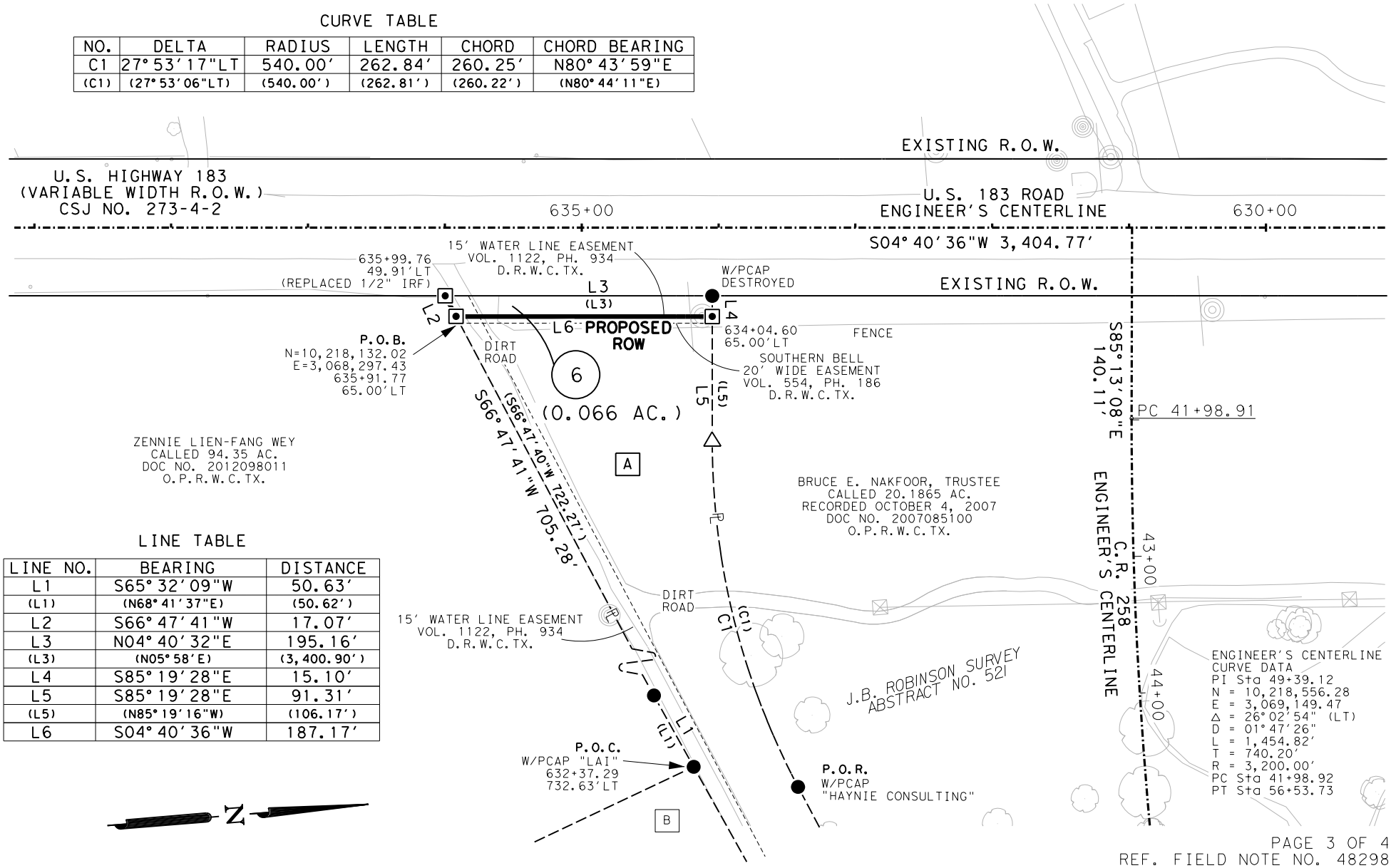
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

EXHIBIT "A"

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	27°53'17"LT	540.00'	262.84'	260.25'	N80°43'59"E
(C1)	(27°53'06"LT)	(540.00')	(262.81')	(260.22')	(N80°44'11"E)



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S65°32'09"W	50.63'
(L1)	(N68°41'37"E)	(50.62')
L2	S66°47'41"W	17.07'
L3	N04°40'32"E	195.16'
(L3)	(N05°58'E)	(3,400.90')
L4	S85°19'28"E	15.10'
L5	S85°19'28"E	91.31'
(L5)	(N85°19'16"W)	(106.17')
L6	S04°40'36"W	187.17'

N

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 48298

FILE:\\saminc\AUS\PROJECTS\1019049922\100\Survey\03Exhibits\P-6\P-6.dgn

EXISTING	*18.584 AC.	ACQUIRE	0.066 AC.	REMAINING	18.518 AC. LEFT

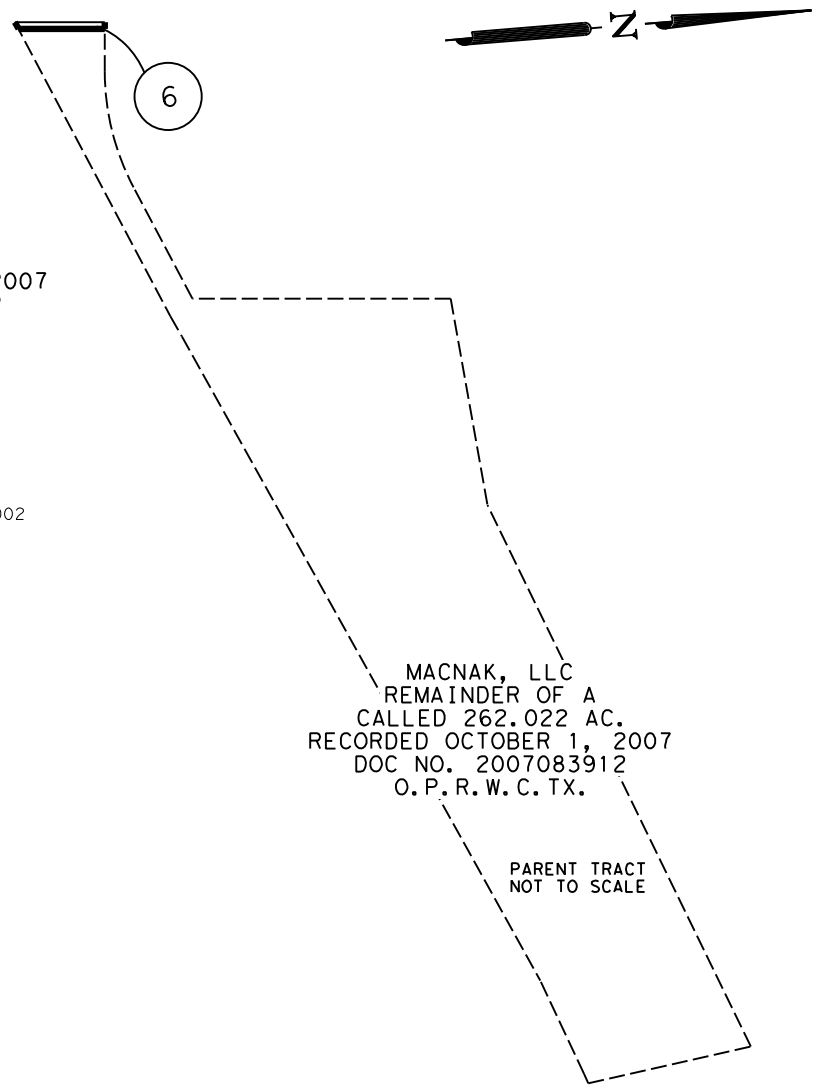
SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
MACNAK, LLC
PARCEL 6
0.066 AC. (2,885 SQ. FT.)

LEGEND

⊙	TXDOT TYPE II BRONZE DISK SET IN CONCRETE
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
◉	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	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)

EXHIBIT "A"



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 1.00012. 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 WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. U.S. 183 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM AMERICAN STRUCTURE, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN AUGUST, 2020.
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.

Preliminary

08/11/2020 8:30:35 AM

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

REF. FIELD NOTE NO. 48298

FILE:\\saminc\AUS\PROJECTS\1019049922\100\Survey\03Exhibits\P-6\P-6.dgn

EXISTING	*18.584 AC.	ACQUIRE	0.066 AC.	REMAINING	18.518 AC. LEFT

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Building Two, Suite 100
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(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
MACNAK, LLC
PARCEL 6
0.066 AC. (2,885 SQ. FT.)

Commissioners Court - Regular Session **93.**

Meeting Date: 09/29/2020

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 (0.296 acres) required for the construction of the SE Loop project, and take appropriate action. (Jennie Elizabeth Dilworth and Edward Owen Dilworth)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dilworth Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/24/2020 11:18 AM

Form Started By: Charlie Crossfield Started On: 09/24/2020 09:43 AM

Final Approval Date: 09/24/2020

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 0.296 acres (Parcel 6) described by metes and bounds in Exhibit "A" owned by **JENNIE ELIZABETH DILWORTH and EDWARD OWEN DILWORTH** 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.: 6
Tax ID: R393537
Highway: Corridor A1
Limits: From: S.H. 130
To: C.R. 404

March 20, 2020

PROPERTY DESCRIPTION FOR PARCEL 6

DESCRIPTION OF A 0.296 ACRE (12,880 SQ. FT.) PARCEL OF LAND LOCATED IN THE N.D. WALLING SURVEY, ABSTRACT 675, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK A, 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 JENNIE ELIZABETH DILWORTH AND EDWARD OWEN DILWORTH, RECORDED AUGUST 16 2012 IN DOCUMENT NO. 2012067498, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.296 ACRE (12,880 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 found 302.48 feet left of Corridor A1 Engineer's Centerline Station (E.C.S.) 115+93.09 on the existing west 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., for the southeast corner of Lot 2, of said Lakeside Estates Subdivision, described in a deed to Bobby Wolf, recorded in Document No. 2001003332, O.P.R.W.C.TX., same being the northeast corner of said Lot 1;

THENCE with the existing west right-of-way line of said Little Lake Road the following two (2) courses and distances:

S 19°06'25" W, a distance of 143.07 feet to calculated point, said point being the beginning of a curve to the left, and

With said curve to the left, an arc distance of 40.58 feet, through a central angle of 05°06'36", having a radius of 455.00 feet, and a chord that bears S 16° 33'00" W, a distance of 40.57 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,157,950.85, E=3,165,701.79) set 126.33 feet left of Corridor A1 E.C.S. 115+41.29 on the proposed north right-of-way line of Corridor A1, for the northeast corner and **POINT OF BEGINNING** of the parcel described herein, said point being the beginning of a curve to the left;

THENCE departing the proposed north right-of-way line of said Corridor A1, continuing with the existing west right-of-way line of said Little Lake Road, the following three (3) courses and distances numbered 1-3:

1) With said curve to the left, an arc distance of 96.44 feet, through a central angle of 12°08'38", having a radius of 455.00 feet, and a chord that bears S 07°55'23" W, a distance of 96.26 feet a 5/8-inch iron rod with a plastic cap found;

2) S 01°49'40" W, a distance of 29.89 feet to a 1/2-inch iron rod with a plastic cap found, for the most easterly southeast corner of said Lot 1 and the parcel described herein, said point being the beginning of a curve to the right, and

3) With said curve to the right, an arc distance of 39.56 feet, through a central angle of 90° 39' 22", having a radius of 25.00 feet, and a chord that bears S 46°36'09" W, a distance of 35.56 feet to a 1/2-inch iron rod found on the existing north right-of way line of County Road 138 (C.R. 138), a variable width right-of-way, per plat recorded in Cabinet R, Slide 394, P.R.W.C.TX., for the most southerly southeast corner of said Lot 1, and the parcel described herein;

4) **THENCE** N 88°14'34" W, departing the existing west right-of-way line of said Little Lake Road, with the existing north right-of-way line of said C.R. 138, a distance of 64.80 feet to a 1/2-inch iron rod found, for the southeast corner of the remainder of a called 3.60 acre tract described in a deed to Robert Bridges and wife, Sharon F. Bridges, recorded in Volume 1747, Page 471, Official Records of Williamson County, Texas (O.R.W.C.TX.), same being the southwest corner of said Lot 1, and the parcel described herein, from which a 1/2-inch iron rod with a plastic cap found, for the southwest corner of said remainder 3.60 acre tract, bears N 87°00'20" W, a distance 244.79 feet;

5) **THENCE** N 07°31'22" E, departing the existing north right-of-way of said C.R. 138, with the common line of said Lot 1 and said remainder 3.60 acre tract, a distance of 158.40 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 132.54 feet left of Corridor A1 E.C.S. 114+56.91 on the proposed north right-of-way line of said Corridor A1, for the northwest corner for the parcel described herein, said point being the beginning of a curve to the left;

THIS SPACE IS INTENTIONALLY LEFT BLANK

EXHIBIT "A"

County: Williamson
Parcel No.: 6
Tax ID: R393537
Highway: Corridor A1
Limits: From: S.H. 130
To: C.R. 404

6) **THENCE** departing the east line of said remainder 3.60 acre tract with the proposed north right-of-way line of said Corridor A1 and said curve to the left, over and across said Lot 1, an arc distance of 84.61 feet, through a central angle 01°25'33", having a radius of 3,400.00 feet, and a chord that bears S 83°38'04" E, a distance of 84.61 feet to the **POINT OF BEGINNING,** and containing 0.296 acres (12,880 sq. ft.) of land more or less.

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

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

3/20/20

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

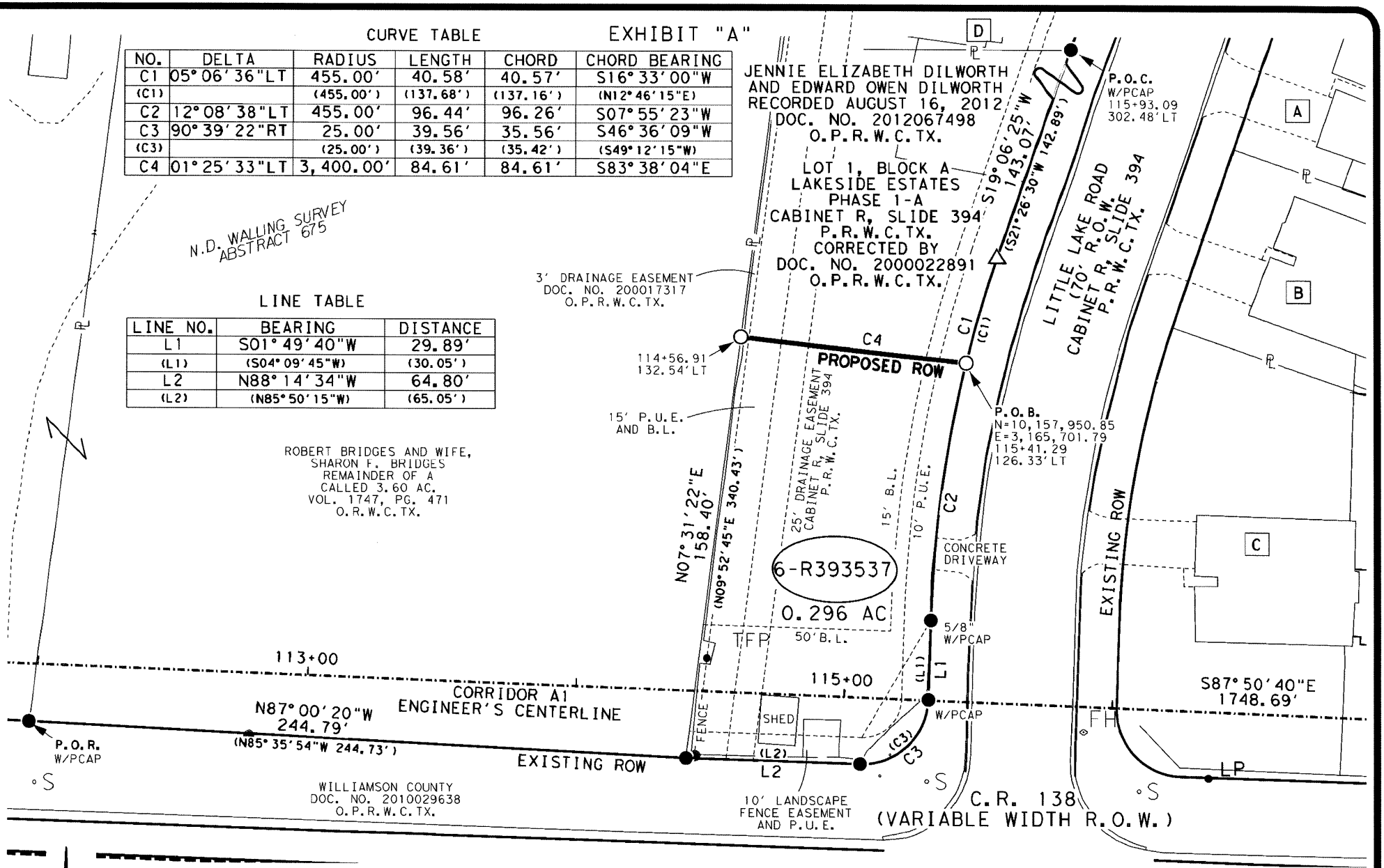
EXHIBIT "A"

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	05°06'36"LT	455.00'	40.58'	40.57'	S16°33'00"W
(C1)		(455.00')	(137.68')	(137.16')	(N12°46'15"E)
C2	12°08'38"LT	455.00'	96.44'	96.26'	S07°55'23"W
C3	90°39'22"RT	25.00'	39.56'	35.56'	S46°36'09"W
(C3)		(25.00')	(39.36')	(35.42')	(S49°12'15"W)
C4	01°25'33"LT	3,400.00'	84.61'	84.61'	S83°38'04"E

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S01°49'40"W	29.89'
(L1)	(S04°09'45"W)	(30.05')
L2	N88°14'34"W	64.80'
(L2)	(N85°50'15"W)	(65.05')



50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 46572

FILE:\\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\6\PLAT\00\P-6.dgn

EXISTING	*0.717 AC.	ACQUIRE	0.296 AC.	REMAINING	0.421 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
JENNIE ELIZABETH DILWORTH
AND EDWARD OWEN DILWORTH
PARCEL 6
TAX ID 393537
0.296 AC. (12,880 SQ. FT.)

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
——1——	DEED LINE (COMMON OWNERSHIP)

EXHIBIT "A"

D
BOBBY WOLF
DOC. NO. 2001003332
O.P.R.W.C.TX.

LOT 2, BLOCK A
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
BILL CLAY BOYD
DOC. NO. 2019067272
O.P.R.W.C.TX.

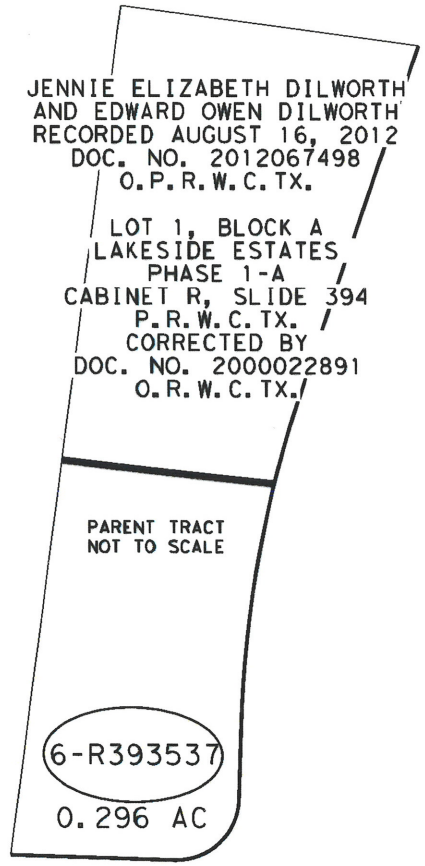
LOT 1, BLOCK B
LAKESIDE ESTATES, PHASE 1-A
CABINET R, SLIDE 394
P.R.W.C.TX.
CORRECTED BY DOC. NO. 2000022891
O.R.W.C.TX.

B
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.

A
ROBERT STEVEN
& LISA CLAIRE STRAUGHN
DOC. NO. 2007059826
O.P.R.W.C.TX.

LOT 3, 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.



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. 2001626, EFFECTIVE DATE JANUARY 9, 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.

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

3/20/20
DATE

REF. FIELD NOTE NO. 46572

FILE:\\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\6\PLAT\00\P-6.dgn

EXISTING	*0.717 AC.	ACQUIRE	0.296 AC.	REMAINING	0.421 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
JENNIE ELIZABETH DILWORTH
AND EDWARD OWEN DILWORTH
PARCEL 6
TAX ID 393537
0.296 AC. (12,880 SQ. FT.)

Commissioners Court - Regular Session **94.**

Meeting Date: 09/29/2020

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 The Walther Family Limited Partnership, a Texas limited partnership for Right of Way needed on the County Road 366 project. (Parcel 2) Funding Source: P296

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Walther Real Estate Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/24/2020 11:19 AM

Form Started By: Charlie Crossfield Started On: 09/24/2020 09:49 AM

Final Approval Date: 09/24/2020

REAL ESTATE CONTRACT
CR 366 Right of Way—Parcel 2

THIS REAL ESTATE CONTRACT ("Contract") is made by **the WALTHER FAMILY LIMITED PARTNERSHIP, 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

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

> Being a 594 square foot (0.0136 of one acre) parcel of land, more or less, out of the SAMUEL PHARASS SURVEY, ABSTRACT NO. 496, in Williamson County, Texas, being a portion of that tract described as Tract 1 conveyed to the Walther Family Limited Partnership by Contribution Deed dated August 19, 2005, recorded in Document No. 2005069305, Official Public Records, Williamson County, Texas; said Tract 1 being further described as 66.44 acres in Volume 1995, Page 750, Deed Records, Williamson County, Texas. Said 594 square foot (0.0136 of one acre) parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 2**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of SEVEN HUNDRED SIXTY and 00/100 Dollars ($760.00).

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 October 15, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII

MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature on following pages]

SELLER:

Walther Family Limited Partnership

By: Walther Family GP, LLC
General Partner

By: _____
Clayton H. Walther, President

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date:_____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

May 8, 2020

PROPERTY DESCRIPTION FOR PARCEL 2

DESCRIPTION OF a 594 square foot (0.0136 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 Tract 1 conveyed to the Walther Family Limited Partnership by Contribution Deed dated August 19, 2005, as recorded in Document No. 2005069305, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), said Tract 1 being further described as 66.44 acres in Volume 1995, Page 750, Deed Records, Williamson County, Texas (D.R.W.C.T.); said 594 square foot (0.0136 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found at the most southerly southwest corner of said 66.44 acre tract;

THENCE, N 68°19'37" E, along the south line of said 66.44 acre tract, passing at a distance of 1,937.75 feet a point at the northwest corner of that tract described as 8.000 acres conveyed to David W. Staglik by Warranty Deed with Vendor's Lien dated August 6, 2002, as recorded in Document No. 2002060658, O.P.R.W.C.T., continuing along the south line of said 66.44 acre tract, with the north line of said 8.000 acre tract, a distance of 880.22 feet for a total distance of 2,817.97 feet to a 1/2-inch iron rod with a "McGray & McGray" cap set in the proposed west right-of-way line of Carlos G. Parker Boulevard (Carlos G. Parker Blvd.), for the **POINT OF BEGINNING**, 84.80 feet left of Engineer's Baseline Station 25+19.99, and having Surface Coordinates of North=10,190,247.22, East=3,206,296.60;

1) **THENCE, N 21°27'49" W**, along the proposed west right-of-way line of Carlos G. Parker Blvd., across said 66.44 acre tract, a distance of **24.04 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 84.72 feet left of Engineer's Baseline Station 25+44.02, being in the north line of said 66.44 acre tract and the south line of that tract described as 38.64 acres conveyed to D&L Land Development, LLC by Warranty Deed with Vendor's Lien dated May 17, 2019, as recorded in Document No. 2019043444, O.P.R.W.C.T., from which a 1-inch iron pipe found at an angle point in the north line of said 66.44 acre tract and the southwest corner of said 38.64 acre tract, bears S 68°27'46" W, along the north line of said 66.44 acre tract and the south line of said 38.64 acre tract, a distance of 1,485.76 feet;

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 2

2) **THENCE, N 68°27'46" E,** along the north line of said 66.44 acre tract and the south line of said 38.64 acre tract, passing at a distance of **23.67 feet** a TxDOT Type I Monument found, continuing along the north line of said 66.44 acre tract and the south line of said 38.64 acre tract, a distance of **1.05 feet** for a **total distance of 24.72 feet** to a point at the most easterly northeast corner of said 66.44 acre tract and the southeast corner of said 38.64 acre tract, being in the existing west right-of-way line of Carlos G. Parker Boulevard (Carlos G. Parker Blvd., 120-foot wide), and the northwest corner of a called 3.541 acres conveyed to the State of Texas by deed, as recorded in Volume 766, Page 268, D.R.W.C.T., from which a 1/2-inch iron rod found bears, N 39°14'38" W, a distance of 2.50 feet;

3) **THENCE, S 21°39'00" E,** along the east line of said 66.44 acre tract and the existing west right-of-way line of Carlos G. Parker Blvd., a distance of **23.98 feet** to a point at the southeast corner of said 66.44 acre tract and the northeast corner of said 8.000 acre tract;

4) **THENCE, S 68°19'37" W,** along the south line of said 66.44 acre tract and the north line of said 8.000 acre tract, a distance of **24.80 feet** to the **POINT OF BEGINNING** and containing 594 square feet (0.0136 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.

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

PROPERTY DESCRIPTION FOR PARCEL 2

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:

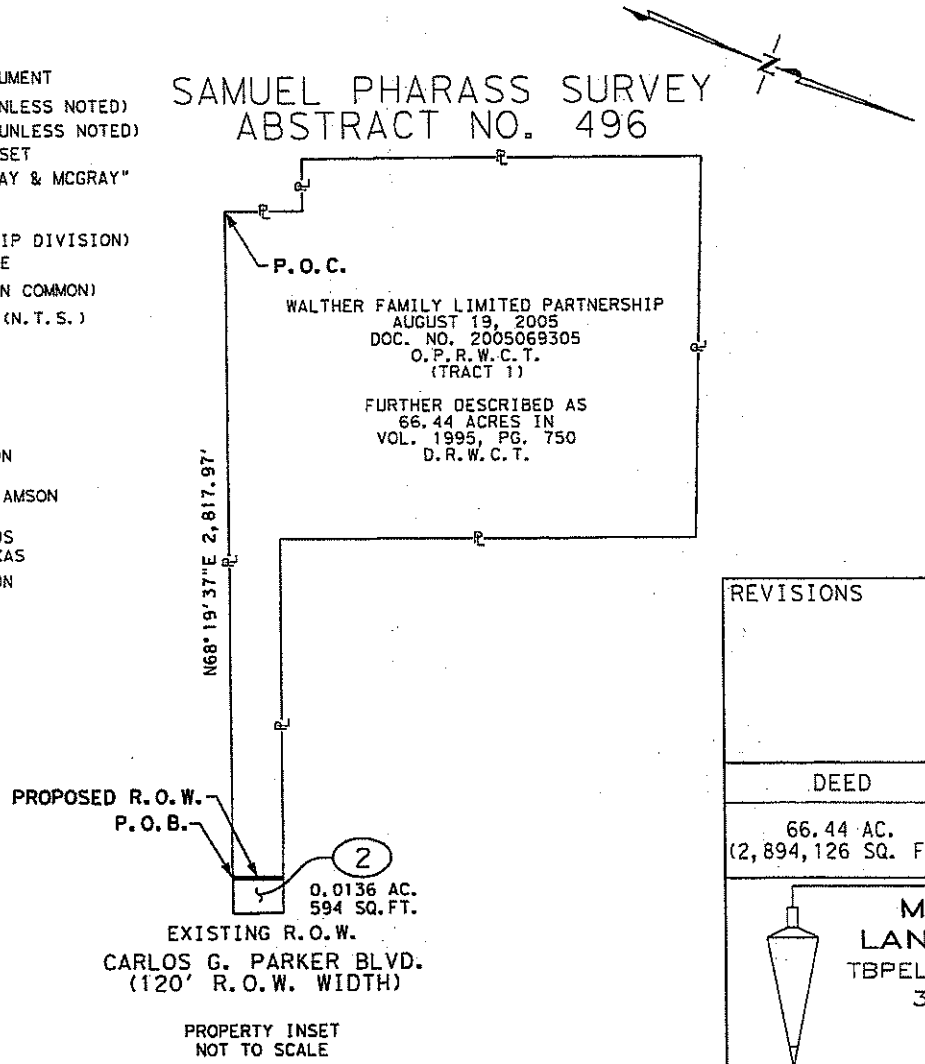
McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

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 2

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)
—S—	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.

REVISIONS

DEED	ACQUISITION	REMAINING LT
66.44 AC. (2,894,126 SQ. FT.)	0.0136 AC. (594 SQ. FT.)	66.43 AC. (2,893,532 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.

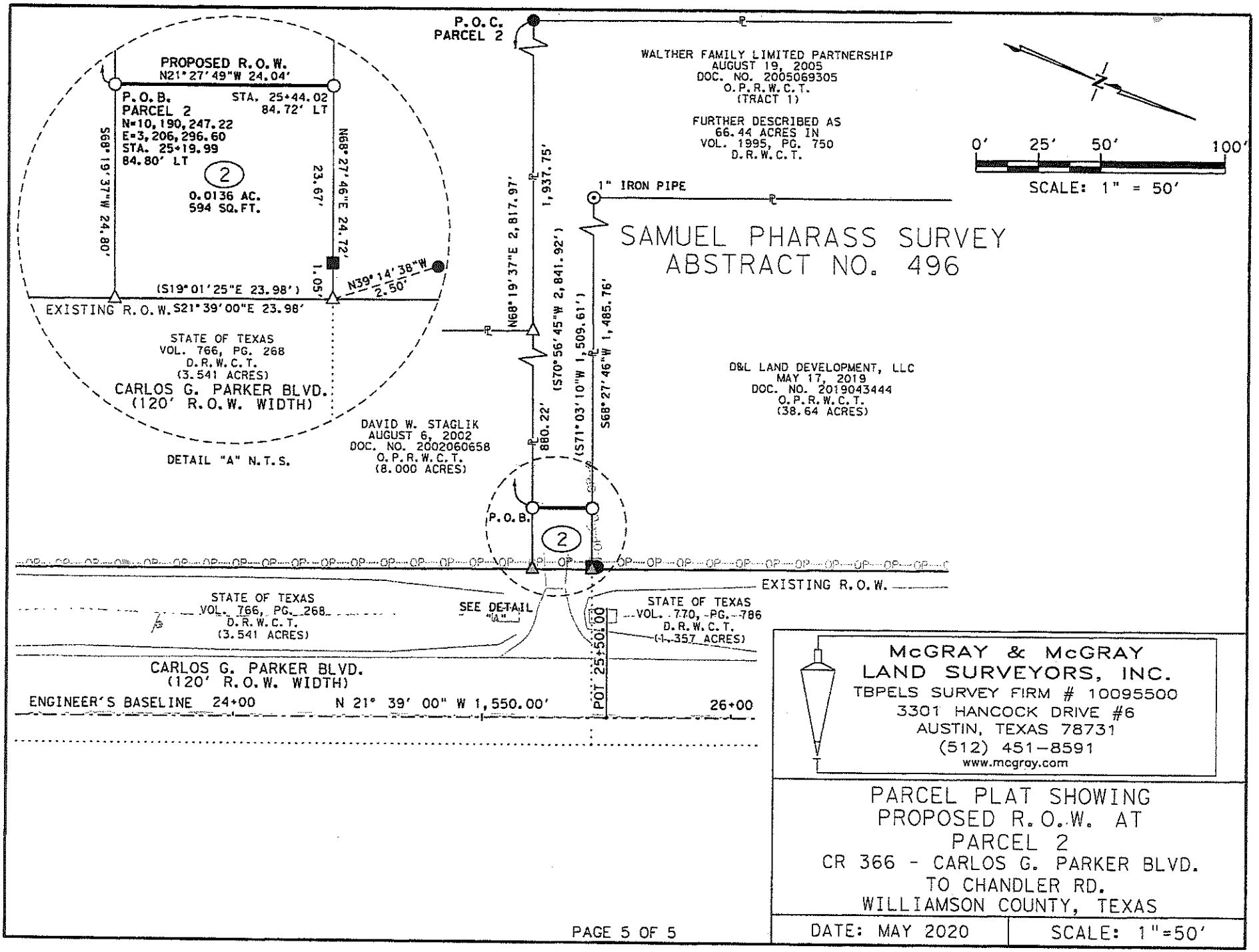
PRELIMINARY
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130

DATE

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 2 CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD. WILLIAMSON COUNTY, TEXAS

DATE: MAY 2020 | SCALE: N.T.S.



McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 2

CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2020 | SCALE: 1"=50'

Exhibit "B"

Parcel 2

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 the **WALTHER FAMILY LIMITED PARTNERSHIP, a Texas limited partnership,** 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:

> Being a 594 square foot (0.0136 of one acre) parcel of land, more or less, out of the SAMUEL PHARASS SURVEY, ABSTRACT NO. 496, in Williamson County, Texas, being a portion of that tract described as Tract 1 conveyed to the Walther Family Limited Partnership by Contribution Deed dated August 19, 2005, recorded in Document No. 2005069305, Official Public Records, Williamson County, Texas; said Tract 1 being further described as 66.44 acres in Volume 1995, Page 750, Deed Records, Williamson County, Texas. Said 594 square foot (0.0136 of one acre) parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 2**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 366.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2020.

[signature on following page]

GRANTOR:

Walther Family Limited Partnership

By: Walther Family GP, LLC
General Partner

By: _____
Clayton H. Walther, President

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2020 by Clayton H. Walther in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of _____

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

Commissioners Court - Regular Session **95.**

Meeting Date: 09/29/2020

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 The Walther Family Limited Partnership, a Texas limited partnership for Right of Way needed on the County Road 366 project. (Parcel 16) Funding Source: P296

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Walther Real Estate Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/24/2020 10:08 AM

Form Started By: Charlie Crossfield Started On: 09/24/2020 09:54 AM

Final Approval Date: 09/24/2020

REAL ESTATE CONTRACT
CR 366 Right of Way—Parcel 16

THIS REAL ESTATE CONTRACT ("Contract") is made by **the WALTHER FAMILY LIMITED PARTNERSHIP, 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

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

> Being a 16,013 square foot (0.3676 of one acre) parcel of land, more or less, out of the SAMUEL PHARASS SURVEY, ABSTRACT NO. 496, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 16**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements 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-EIGHT THOUSAND EIGHT HUNDRED EIGHTY and 00/100 Dollars ($28,880.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before November 15, 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, but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from 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 party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature on following pages]

SELLER:

WALTHER FAMILY LIMITED PARTNERSHIP,
a Texas limited partnership

By: Walther Family GP, LLC,
its General Partner

By: _____
Clayton H. Walther, President

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date:_____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

August 7, 2020

PROPERTY DESCRIPTION FOR PARCEL 16

DESCRIPTION OF a 16,013 square foot (0.3676 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 42.12 acres conveyed to Clarence H. Walther and Doris E. Walther, as Trustees or their Successors, of the Walther Living Trust dated the 3rd day of September, 1996 (1/2 Interest) by Special Warranty Deed dated January 22, 1997, as recorded in Document No. 9722475, Official Records, Williamson County, Texas (O.R.W.C.T.), and conveyed to the Walther Family Limited Partnership (1/2 Interest-Tract 14) by Contribution Deed dated August 19, 2005, as recorded in Document No. 2005069305, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 16,013 square foot (0.3676 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 at the southwest corner of said 42.12 acre tract and the northwest corner of that tract described as 41.88 acres (Tract Two) 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.;

THENCE, N 68°20'57" E, along the south line of said 42.12 acre tract and the north line of said 41.88 acre tract, a distance of 2,171.41 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 66+29.26, and having Surface Coordinates of North=10,194,081.80, East=3,204,807.36, being on a curve to the right;

THENCE, with the proposed west right-of-way line of CR 366, across said 42.12 acre tract, the following two (2) courses, numbered 1 through 2:

1) with said curve to the right, an arc distance of **298.72 feet**, through a central angle of **02°07'15"**, having a radius of **8,070.00 feet**, and a chord bearing **N 16°39'59" W**, a chord distance of **298.70 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 70.00 feet left of Engineer's Baseline Station 69+25.39, for the beginning of a curve to the left, and

PROPERTY DESCRIPTION FOR PARCEL 16

2) with said curve to the left, an arc distance of **336.87 feet**, through a central angle of **02°26'02"**, having a radius of **7,930.00 feet**, and a chord bearing **N 16°49'22" W**, a chord distance of **336.84 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 70.00 feet left of Engineer's Baseline Station 72+65.23, being in the west margin of County Road 366 (CR 366, varying width), from which a 4-inch by 6-inch concrete post found at the northeast corner of said 42.12 acre tract, the southeast corner of that tract described as 9.688 acres conveyed to James Gregory Redden and Rhonda D. Redden by General Warranty Deed with Vendor's Lien dated February 14, 2018, as recorded in Document No. 2018013001, O.P.R.W.C.T., and the southwest corner of that tract described as 0.17 acre conveyed to Sam V. Stone, County Judge of Williamson County, Texas, by deed dated December 11, 1960, as recorded in Volume 442, Page 257, Deed Records, Williamson County, Texas (D.R.W.C.T.), bears N 21°23'20" W, along the east line of said 42.12 acre tract and the west margin of CR 366, a distance of 154.65 feet;

3) **THENCE, S 21°23'20" E**, along the east line of said 42.12 acre tract and the west margin of CR 366, a distance of **633.23** feet to a 5/8-inch iron rod found at the southeast corner of said 42.12 acre tract and the northeast corner of said 41.88 acre tract;

4) **THENCE, S 68°20'57" W**, along the south line of said 42.12 acre tract and the north line of said 41.88 acre tract, a distance of **51.41 feet** to the **POINT OF BEGINNING** and containing 16,013 square feet (0.3676 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.

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

August 7, 2020

PROPERTY DESCRIPTION FOR PARCEL 16

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 7th day of August, 2020 A.D.

SURVEYED BY:

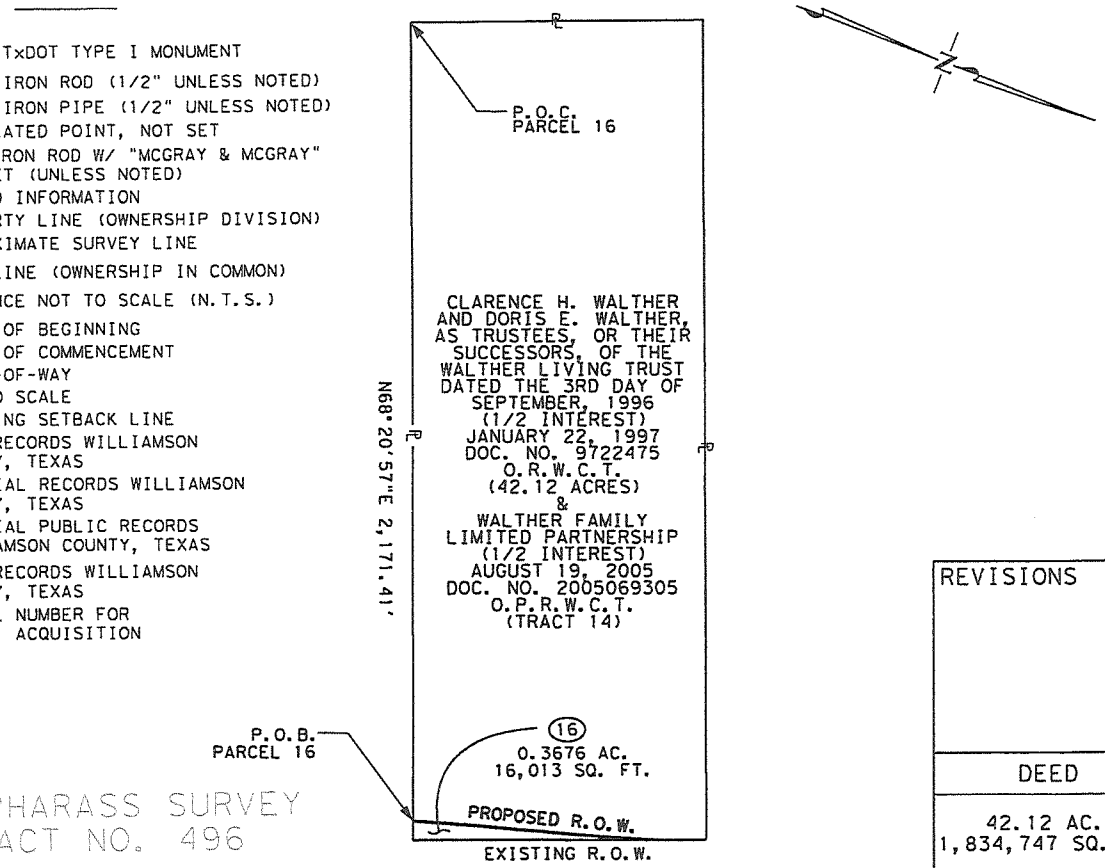
McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

8/7/2020

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2020/Descriptions/CR 366 Williamson County/Parcel 16

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



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 WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN JULY 2020.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2020.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

REVISIONS

DEED	ACQUISITION	REMAINING LT
42.12 AC. 1,834,747 SQ.FT.	0.3676 AC. 16,013 SQ.FT.	41.75 AC. 1,818,734 SQ.FT.

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

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.

STATE OF TEXAS
REGISTERED
TROY RYAN THOMAS
6130
PROFESSIONAL
LAND SURVEYOR

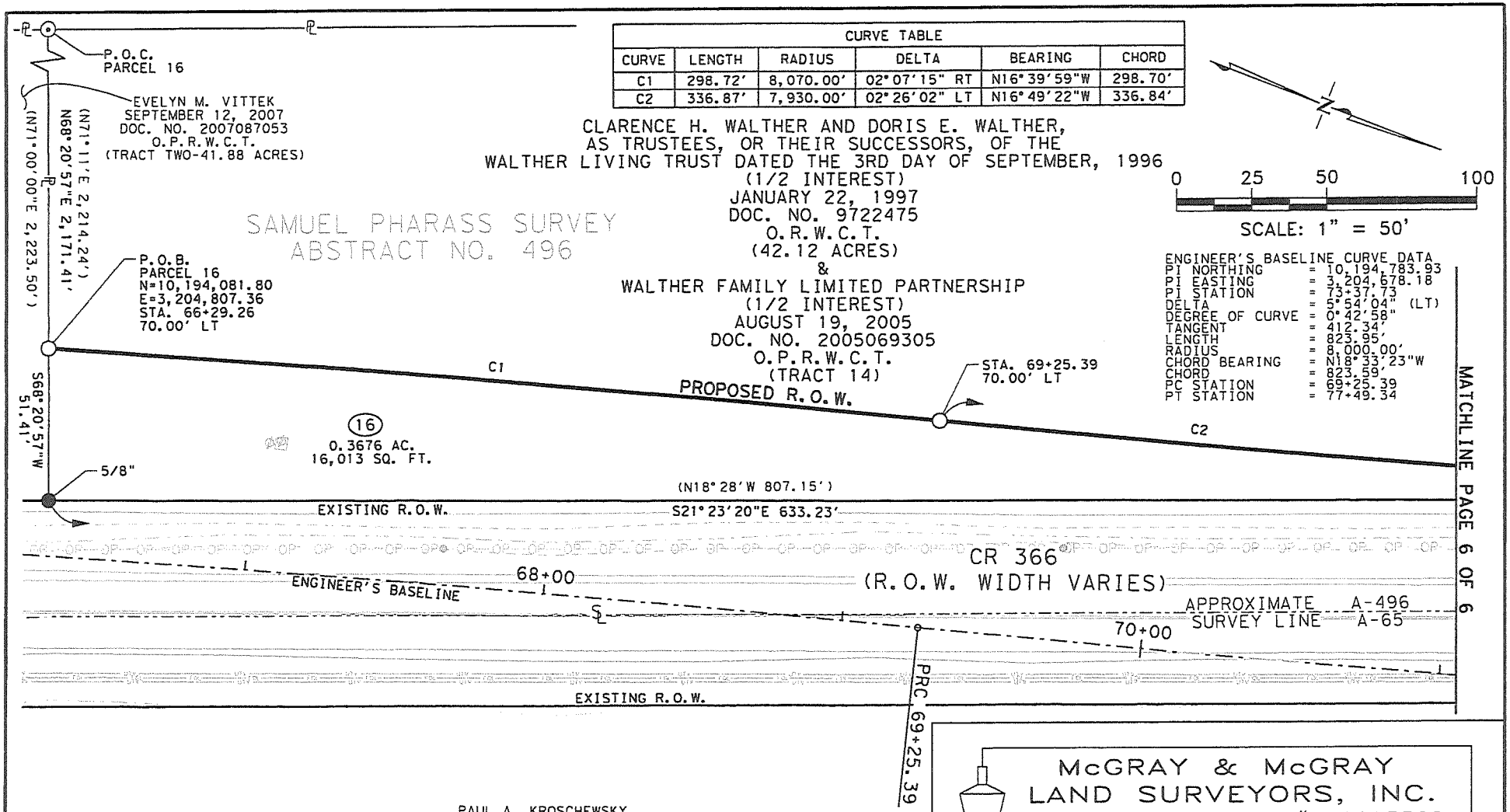
8/7/2020

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 16

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: AUGUST 2020 | SCALE: N.T.S.



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	298.72'	8,070.00'	02°07'15" RT	N16°39'59"W	298.70'
C2	336.87'	7,930.00'	02°26'02" LT	N16°49'22"W	336.84'

ENGINEER'S BASELINE CURVE DATA
PI NORTHING = 10,194,783.93
PI EASTING = 3,204,678.18
PI STATION = 73+37.73
DELTA = 5°54'04" (LT)
DEGREE OF CURVE = 0°42'58"
TANGENT = 412.34'
LENGTH = 823.95'
RADIUS = 8,000.00'
CHORD BEARING = N18°33'23"W
CHORD = 823.59'
PC STATION = 69+25.39
PT STATION = 77+49.34

PAUL A. KROSCHEWSKY
FEBRUARY 22, 2019
DOC. NO. 2019014336
O.P.R.W.C.T.
(26.172 ACRES)

ENGINEER'S BASELINE CURVE DATA
PI NORTHING = 10,193,988.96
PI EASTING = 3,204,900.23
PI STATION = 65+13.06
DELTA = 5°54'41" (RT)
DEGREE OF CURVE = 0°42'58"
TANGENT = 413.06'
LENGTH = 825.39'
RADIUS = 8,000.00'
CHORD BEARING = N18°33'42"W
CHORD = 825.03'
PC STATION = 61+00.00
PT STATION = 69+25.39

W. J. BAKER SURVEY
ABSTRACT NO. 65

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 16

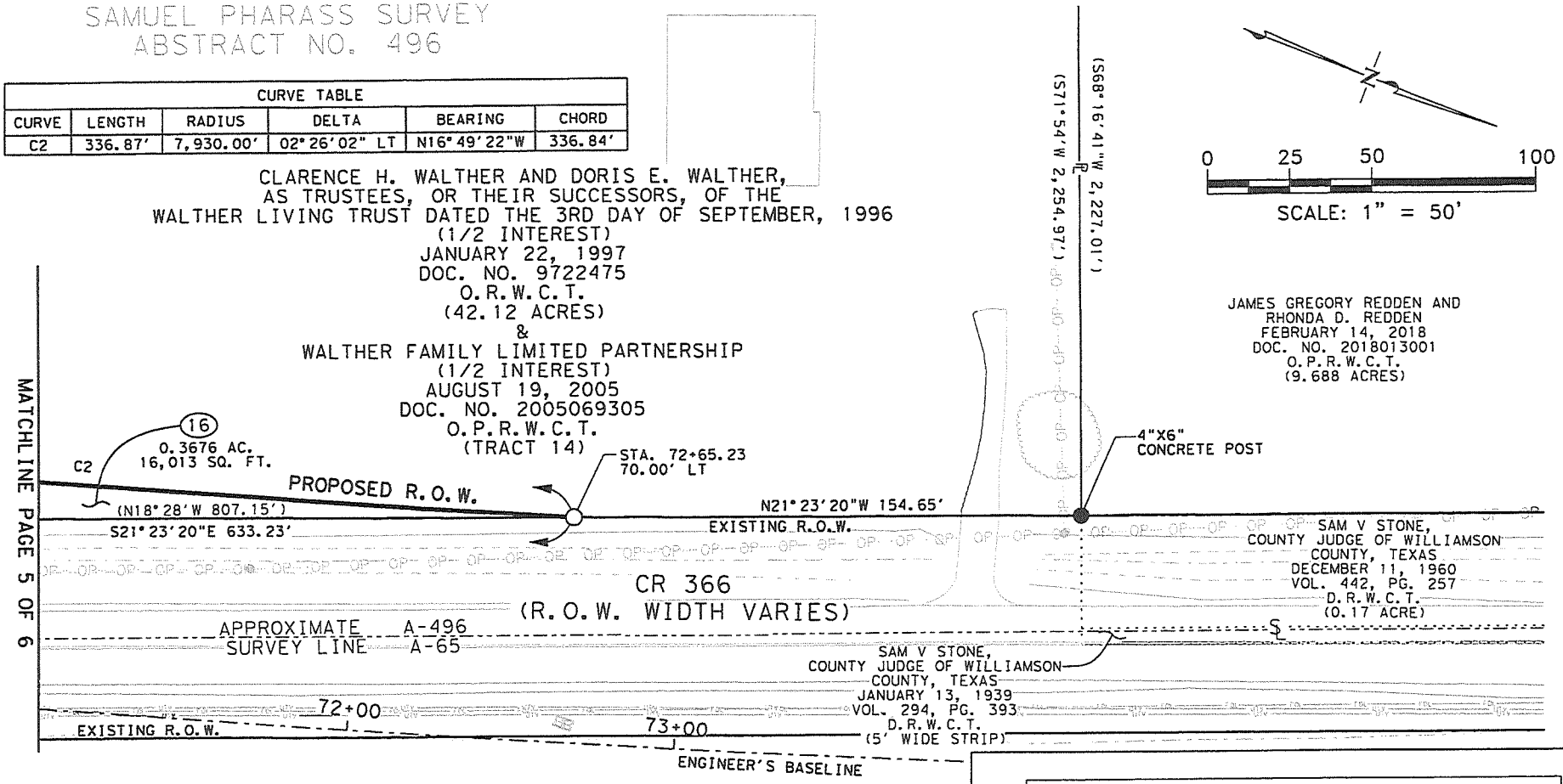
CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: AUGUST 2020 | SCALE: 1"=50'

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C2	336.87'	7,930.00'	02°26'02" LT	N16°49'22"W	336.84'

CLARENCE H. WALTHER AND DORIS E. WALTHER,
AS TRUSTEES, OR THEIR SUCCESSORS, OF THE
WALTHER LIVING TRUST DATED THE 3RD DAY OF SEPTEMBER, 1996
(1/2 INTEREST)
JANUARY 22, 1997
DOC. NO. 9722475
O.R.W.C.T.
(42.12 ACRES)
&
WALTHER FAMILY LIMITED PARTNERSHIP
(1/2 INTEREST)
AUGUST 19, 2005
DOC. NO. 2005069305
O.P.R.W.C.T.
(TRACT 14)



ENGINEER'S BASELINE CURVE DATA
PI NORTHING = 10,194,783.93
PI EASTING = 3,204,678.18
PI STATION = 73+37.73
DELTA = 5°54'04" (LT)
DEGREE OF CURVE = 0°42'58"
TANGENT = 412.34'
LENGTH = 823.95'
RADIUS = 8,000.00'
CHORD BEARING = N18°33'23"W
CHORD = 823.59'
PC STATION = 69+25.39
PT STATION = 77+49.34

PAUL A. KROSCHEWSKY
FEBRUARY 22, 2019
DOC. NO. 2019014336
O.P.R.W.C.T.
(26.172 ACRES)

W. J. BAKER SURVEY
ABSTRACT NO. 65

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 16

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: AUGUST 2020 | SCALE: 1"=50'

EXHIBIT "B"

Parcel 16

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 the **WALTHER FAMILY LIMITED PARTNERSHIP, a Texas limited partnership**, 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:

> Being a 16,013 square foot (0.3676 of one acre) parcel of land, more or less, out of the SAMUEL PHARASS SURVEY, ABSTRACT NO. 496, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 16**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 366.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2020.

[signature on following page]

GRANTOR:

WALTHER FAMILY LIMITED PARTNERSHIP,
a Texas limited partnership

By: Walther Family GP, LLC,
its General Partner

By: _____
Clayton H. Walther, President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2020 by Clayton H. Walther, 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:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

Commissioners Court - Regular Session **96.**

Meeting Date: 09/29/2020

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 The Walther Family Limited Partnership, a Texas limited partnership for Right of Way needed on the County Road 366 project. (Parcel 21) Funding Source: P296

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Walther Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/24/2020 11:19 AM

Form Started By: Charlie Crossfield Started On: 09/24/2020 09:55 AM

Final Approval Date: 09/24/2020

REAL ESTATE CONTRACT
CR 366 Right of Way—Parcel 21

THIS REAL ESTATE CONTRACT ("Contract") is made by the **WALTHER FAMILY LIMITED PARTNERSHIP, 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

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

> Being a 40,465 square foot (0.9290 of one acre) parcel of land out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas, and being all of the remainder portion of a called 192.24 acre tract that lies south of Chandler Road, conveyed to The Clarence H. and Doris E. Walther Living Trust (1/2 Interest) by Cash Warranty Deed dated February 16, 2000, as recorded in Document No. 2000010525, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), and conveyed to the Walther Family Limited Partnership (1/2 Interest-Tract 21) by Contribution Deed dated August 19, 2005, as recorded in Document No. 2005069305, O.P.R.W.C.T.; said 40,465 square foot (0.9290 of one acre) : parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. **(Parcel 21):**

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 SEVENTY THOUSAND EIGHT HUNDRED TEN and 00/100 Dollars ($70,810.00).

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 October 15, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature on following pages]

SELLER:

Walther Family Limited Partnership

By: Walther Family GP, LLC
General Partner

By: _____
Clayton H. Walther, President

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date:_____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

August 7, 2020

PROPERTY DESCRIPTION FOR PARCEL 21

DESCRIPTION OF a 40,465 square foot (0.9290 of one acre) parcel of land out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas, and being all of the remainder portion of a called 192.24 acre tract that lies south of Chandler Road, conveyed to The Clarence H. and Doris E. Walther Living Trust (1/2 Interest) by Cash Warranty Deed dated February 16, 2000, as recorded in Document No. 2000010525, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), and conveyed to the Walther Family Limited Partnership (1/2 Interest-Tract 21) by Contribution Deed dated August 19, 2005, as recorded in Document No. 2005069305, O.P.R.W.C.T.; said 40,465 square foot (0.9290 of one acre) parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 6-inch by 6-inch concrete post found (broken) in the existing east margin of County Road 366 (CR 366, varying width) and the existing north margin of County Road 374 (CR 374, 60-foot wide), 92.75 feet left of CR 366 Engineer's Baseline Station 109+68.80, and having Surface Coordinates of North=10,198,169.45, East=3,203,311.10, being the southwest corner of said south remainder portion, also being in the north line of that tract described as 1.11 acres conveyed to Sam V. Stone, County Judge of Williamson County, Texas, by deed dated October 5, 1960, as recorded in Volume 441, Page 216, Deed Records, Williamson County, Texas (D.R.W.C.T.);

1) **THENCE, N 21°45'09" W**, along the west line of said south remainder portion, with the existing east margin of CR 366, a distance of **153.32 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set in the existing south right-of-way line of Chandler Road (Chandler Rd., varying width), 136.22 feet left of CR 366 Engineer's Baseline Station 111+15.83 and being 63.64 feet right of Chandler Rd. Engineer's Baseline Station 234+94.96, being in the south line of a called 4.331 acre tract (Tract Thirty) conveyed to Williamson County, Texas, as recorded in Document No. 2007063300, O.P.R.W.C.T., from which a 1/2-inch iron rod with a "DIAMOND" cap found at a corner in the south line of the north remainder portion of said 192.24 acre tract, being the northwest corner of said called 4.331 acre Williamson County tract, also being in the existing north right-of-way line of Chandler Rd. and the east margin of Old County Road 366 (Old CR 366), bears N 21°45'09" W, along the west line of said 4.331 acre Williamson County tract, over and across Chandler Rd., a distance of 208.39 feet;

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

August 7, 2020

PROPERTY DESCRIPTION FOR PARCEL 21

2) **THENCE, N 84°42'13" E**, along the north line of said south remainder portion, with the existing south right-of-way line of Chandler Rd., also being the south line of said 4.331 acre Williamson County tract, a distance of **550.40 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set in the existing north margin of CR 374 and the north line of said 1.11 acre tract, 62.82 feet right of Chandler Rd. Engineer's Baseline Station 240+45.35, being the east corner of said south remainder portion;

3) **THENCE, S 68°31'46" W**, along the south line of said south remainder portion, with the north line of said 1.11 acre tract and the north margin of CR 374, a distance of **527.86 feet** to the **POINT OF BEGINNING** and containing 40,465 square feet (0.9290 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.

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

August 7, 2020

PROPERTY DESCRIPTION FOR PARCEL 21

A parcel plat of even date was prepared in conjunction with this property description.

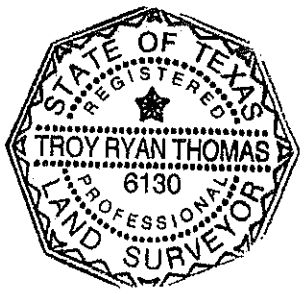
STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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 7th day of August, 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



TRT 8/7/2020

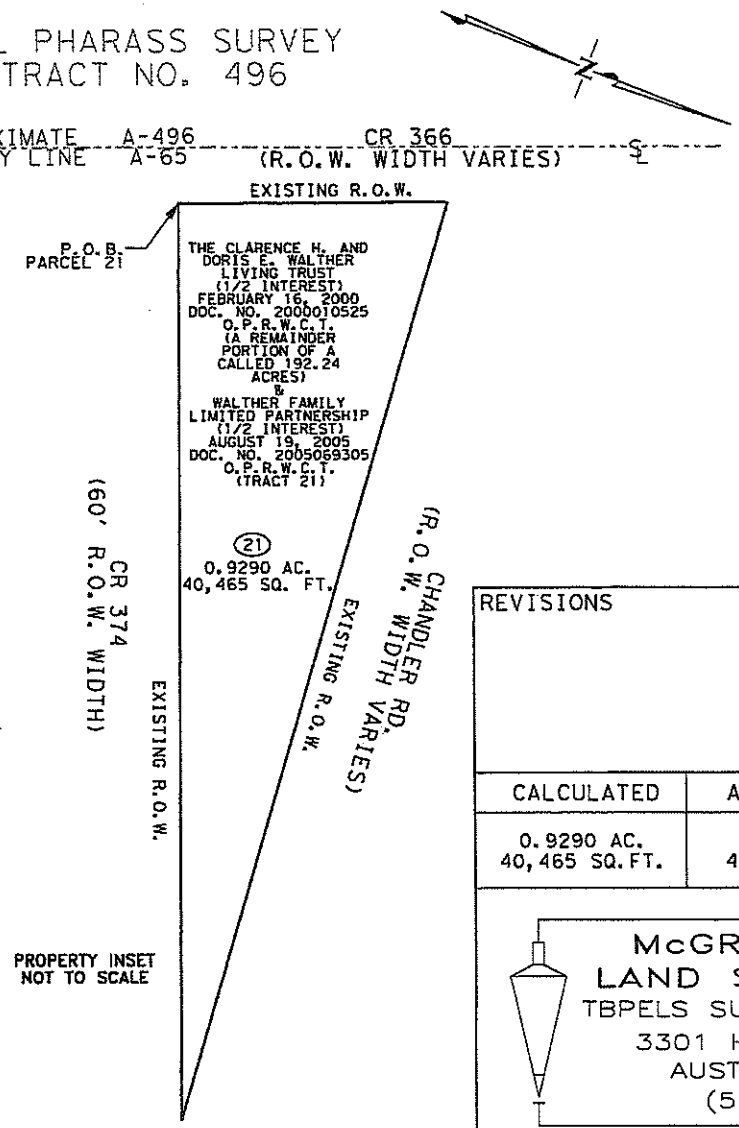
Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2020/Descriptions/CR 366 Williamson County/Parcel 21

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

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496

W. J. BAKER SURVEY
ABSTRACT NO. 65



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 WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN JULY 2020.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2020.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

REVISIONS

CALCULATED	ACQUISITION	REMAINING RT
0.9290 AC. 40,465 SQ.FT.	0.9290 AC. 40,465 SQ.FT.	0.0000 AC. 0 SQ.FT.

STATE OF TEXAS
REGISTERED
TROY RYAN THOMAS
6130
PROFESSIONAL
LAND SURVEYOR

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.

8/7/2020

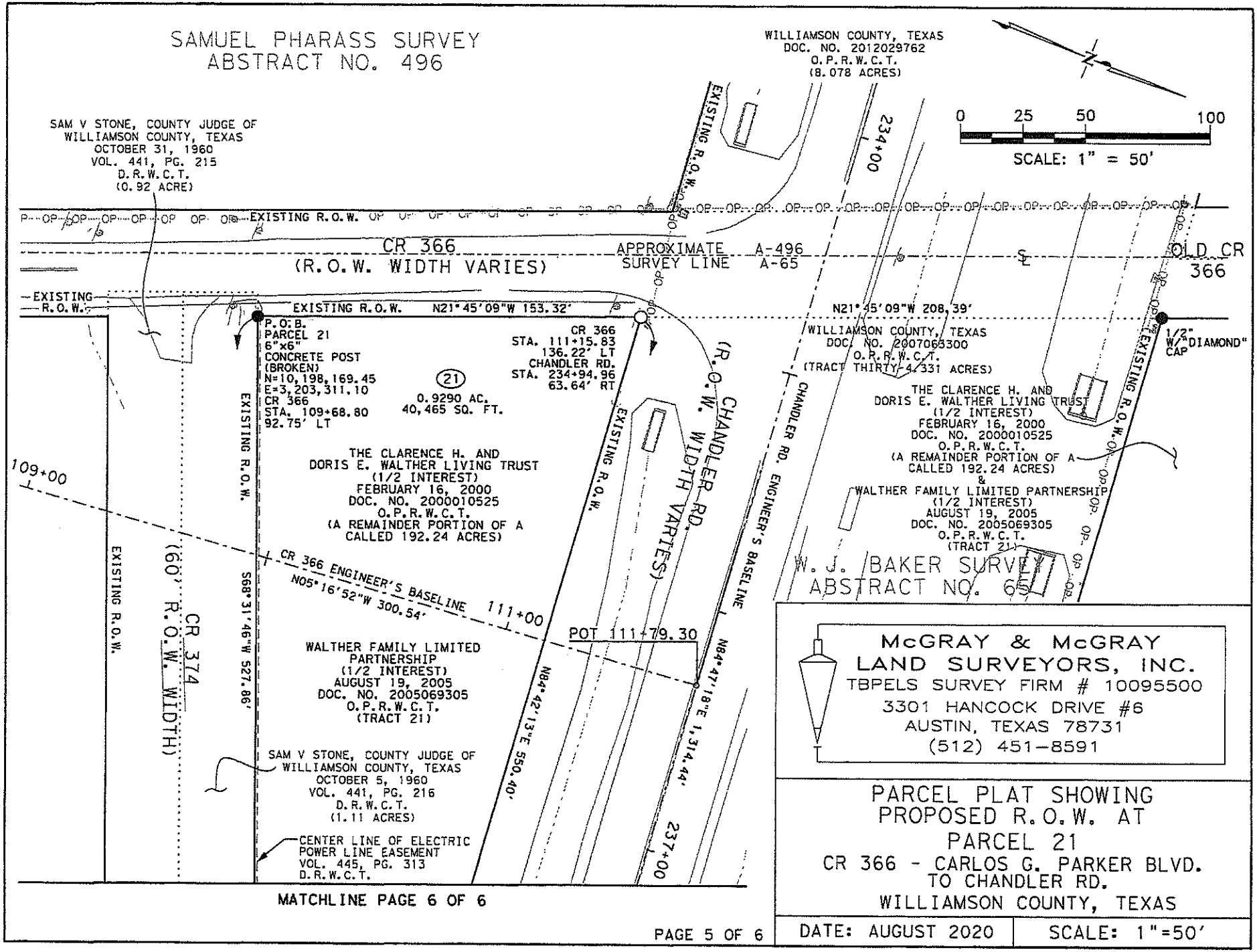
TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 21

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: AUGUST 2020 | SCALE: N.T.S.



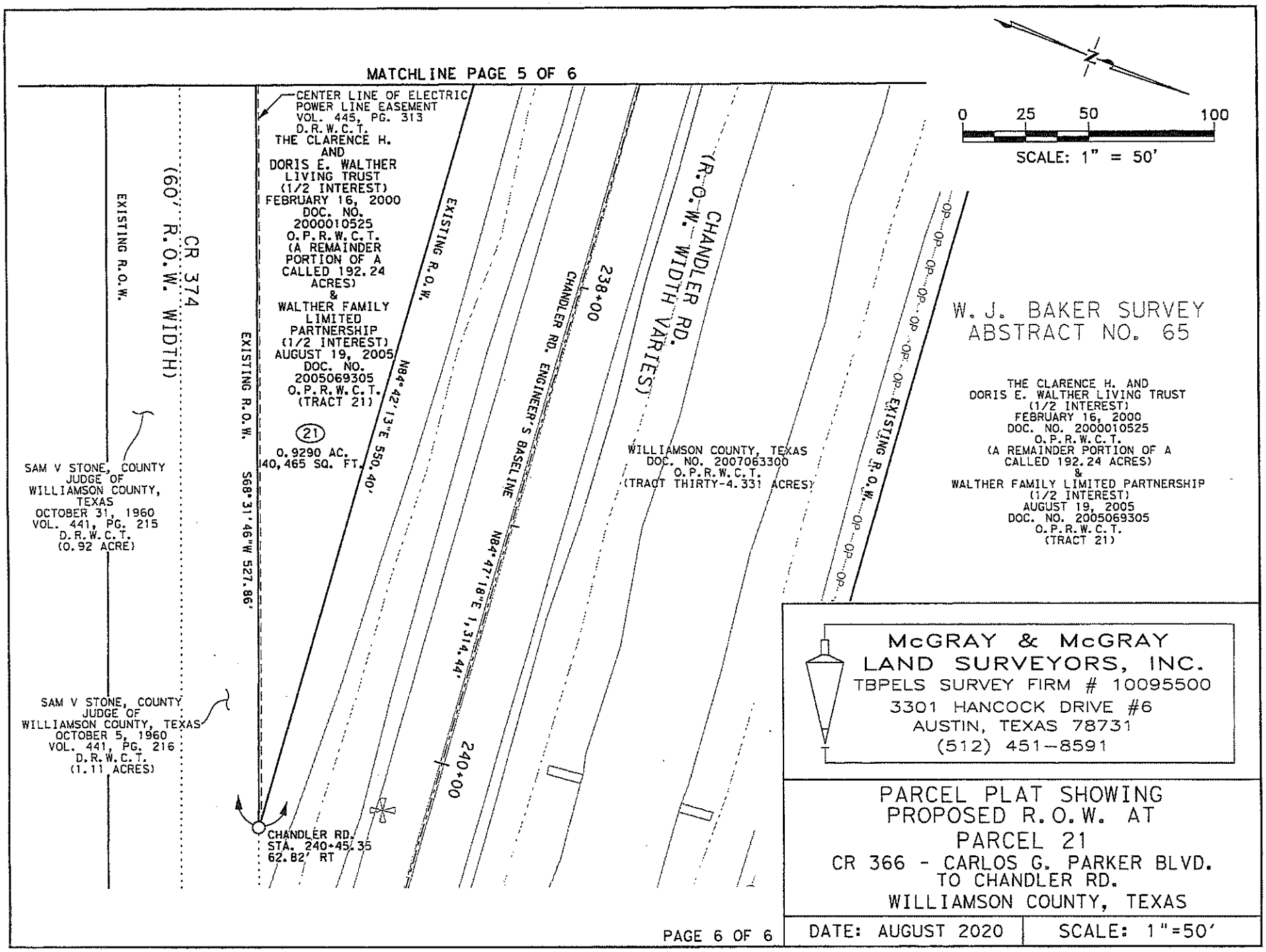
McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 21

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.

WILLIAMSON COUNTY, TEXAS

DATE: AUGUST 2020 | SCALE: 1"=50'



McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 21

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

PAGE 6 OF 6

DATE: AUGUST 2020 | SCALE: 1"=50'

Exhibit "B"

Parcel 21

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 the **WALTHER FAMILY LIMITED PARTNERSHIP, a Texas limited partnership**, 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:

> Being a 40,465 square foot (0.9290 of one acre) parcel of land out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas, and being all of the remainder portion of a called 192.24 acre tract that lies south of Chandler Road, conveyed to The Clarence H. and Doris E. Walther Living Trust (1/2 Interest) by Cash Warranty Deed dated February 16, 2000, as recorded in Document No. 2000010525, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), and conveyed to the Walther Family Limited Partnership (1/2 Interest-Tract 21) by Contribution Deed dated August 19, 2005, as recorded in Document No. 2005069305, O.P.R.W.C.T.; said 40,465 square foot (0.9290 of one acre) : parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 21):**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 366.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2020.

[signature on following page]

GRANTOR:

Walther Family Limited Partnership

By: Walther Family GP, LLC
General Partner

By: _____
Clayton H. Walther, President

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2020 by Clayton H. Walther in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of _____

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

Commissioners Court - Regular Session **97.**

Meeting Date: 09/29/2020

PEC Letter Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Letter Agreement to Pedernales Electric Cooperative, Inc. regarding relocation expenses reimbursement on CR 200.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 200 PEC Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/24/2020 10:36 AM

Form Started By: Charlie Crossfield Started On: 09/24/2020 10:18 AM

Final Approval Date: 09/24/2020

BILL GRAVELL JR.
County Judge
WILLIAMSON COUNTY TEXAS

September 7, 2020

Pedernales Electric Cooperative, Inc.
Attn: Liberty Hill District
P.O. Box 1
Johnson City, TX 78636-0001

RE: Relocation Expenses Reimbursement - Public Right of Way
Williamson County—County Road 200

Dear Sirs:

This letter sets forth the agreement between Williamson County, Texas (the "County") and Pedernales Electric Cooperative, Inc. ("PEC") regarding PEC's use of portions of the County Road 200 public right of way improvement project in Williamson County, Texas from approximately 400' north of SH 29 to approximately 100' south of CR 201 (the "Public Right of Way"), shown in further detail in **Exhibit A** attached hereto and incorporated herein for all purposes.

1. Scope

We understand that there are instances where PEC is required to relocate and reconstruct electric service to areas within its certificated service territory in accordance with the terms and conditions of its Tariff and Business Rules and/or certain Standard Utility Agreements. These terms may include, among other things, cost reimbursement for relocation and reconstruction of any facilities located within easements owned by PEC which are requested and required to be moved due to a conflict with a proposed roadway transportation project, including tree trimming costs and mitigation, and obtaining of any easements necessary for reestablishment of service.

In this instance, PEC owned and maintained operational facilities which were in conflict with certain locations for construction of the County's proposed CR 200 roadway expansion project, and in areas which PEC validly owned and possessed easement rights upon private property for the location and operation of its facilities. PEC generally attempts to construct its facilities on private property given the possibility of roadway widenings which may cause a requested relocation in order to accommodate expanded transportation project construction.

710 Main Street, Suite 101, Georgetown, Texas 78626
Phone 512.943.1550 bgravell@wilco.org

In consideration of PEC expediting the relocation of its facilities to within the Public Right of Way rather than obtaining replacement easement rights on private property adjacent to the Public Right of Way, which the parties acknowledge has been completed as requested by the County, by this Letter Agreement the County further acknowledges and agrees as of the date hereof that if in the future the County, City of Liberty Hill, or any other governmental authority, including the Texas Department of Transportation, directs removal or relocation of PEC's facilities currently located within the Public Right of Way, that the cost of such removal or relocation of PEC's facilities shall be at the County's expense if not paid by other entity requesting the relocation. PEC may request payment in advance from the County prior to any such relocation requested. All other terms of any required relocation shall be pursuant to the provisions of the Standard Utility Agreement of the applicable jurisdiction making the relocation request.

Further, the County acknowledges that pursuant to the ordinances of any applicable regulatory jurisdiction governing the Public Right of Way and adjacent private property that it may be required to conduct tree surveys and mitigation for any future relocation required as a direct result of a request to accommodate a future transportation project.

2. *General Provisions.*

(a) **Entire Agreement**. This Letter Agreement embodies the entire agreement and understanding of the parties hereto, and supersedes all prior or contemporaneous written or oral communications or agreements between PEC and County, regarding the subject matter hereof.

(b) **Amendment**. This Letter Agreement may only be amended by written agreement between PEC and County.

(c) **Warranty**. The County has appropriate authority to enter into the obligations herein of the Letter Agreement.

(d) **Interpretation**; **Counterparts**. Each party has read this Letter Agreement, understands it, and agrees to be bound by its terms and conditions. Titles and headings to Articles and Sections are inserted for convenience of reference only and are not intended to affect the interpretation or construction. There are no understandings or representations with respect to the subject matter hereof, express or implied, that are not stated herein. This Letter Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.

(e) **Governing Law**. This Letter Agreement shall be governed, interpreted and enforced under the laws of the State of Texas, without regard to its conflict of law principles.

(f) **Waivers**. No failure or delay by any party in exercising any right, power or privilege under this Letter Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

710 Main Street, Suite 101, Georgetown, Texas 78626
Phone 512.943.1550 bgravell@wilco.org

(g) **Survival**. Termination or expiration of this Letter Agreement shall not relieve, reduce, or impair any rights or obligations of a party which expressly or by implication survive termination or expiration of this Letter Agreement.

(h) **Assignment and Delegation.** No party may assign any of its rights under this Letter Agreement voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner. No party may delegate any performance under this Letter Agreement. Any purported assignment of rights or delegation of performance in violation of this paragraph is invalid and void.

(i) **Severability**. If any term or provision of this Letter Agreement is determined to be invalid, void, or unenforceable, the remaining terms and provisions of this Letter Agreement shall, to the extent reasonable and practicable, continue in full force and effect.

If the terms of this Letter Agreement are satisfactory, please acknowledge and agree below.

Sincerely,

WILLIAMSON COUNTY, TEXAS

By:_____

Bill Gravell, Jr., County Judge

Date:_____

AGREED:

PEDERNALES ELECTRIC COOPERATIVE, INC.

By: _____

Name: _____

Title: _____

Date:_____

710 Main Street, Suite 101, Georgetown, Texas 78626
Phone 512.943.1550 bgravell@wilco.org

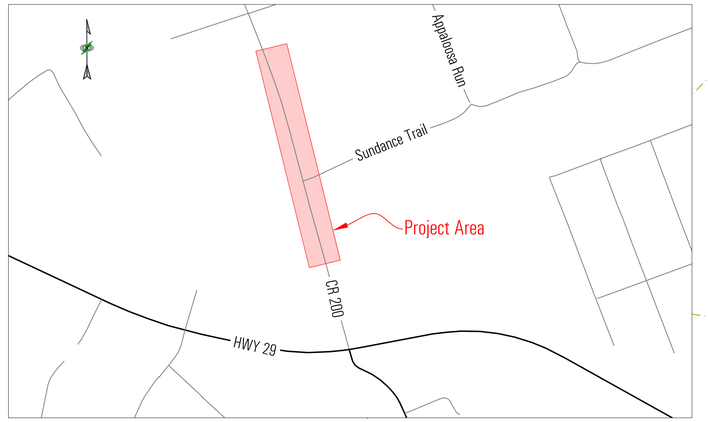
EXHIBIT A

Description of Public Right of Way

710 Main Street, Suite 101, Georgetown, Texas 78626
Phone 512.943.1550 bgravell@wilco.org

LEGEND

- Existing Primary Pole Location
- Existing Primary Pole Location to be Removed
- Proposed Primary Pole Location
- Proposed Self-Supporting Primary Pole Location
- Existing / Proposed Overhead Transformer Location
- Existing Padmount Transformer Location
- Existing / Proposed Enclosure Location
- Existing Overhead Primary Line
- Existing Overhead Primary Line to be Removed
- Proposed Overhead Primary Line
- Existing Underground Primary Line
- Proposed Underground Primary Line
- Existing Overhead Secondary Line
- Proposed Overhead Secondary Line
- Existing Guy & Anchor Location
- Proposed Guy & Anchor Location
- Existing / Proposed Recloser Location
- Existing / Proposed Capacitor Location
- Existing / Proposed Regulator Location
- Existing / Proposed Air Break Switch Location
- Existing / Proposed Fault Indicator Location
- Existing / Proposed Meter Location
- Equipment to be Removed
- Fence Line
- Property/Lot Line
- Existing Right-Of-Way Line
- Proposed Right-Of-Way Line
- Existing Public Utility Easement Line
- Existing Water line Easement Line
- Proposed Road Edge
- Capital Metro Railroad
- Existing Water Line
- Locates Flagged Communications Line
- Previously Stated Communications Line



Vicinity Map (Not to Scale)

GENERAL NOTES:
1) ALL PROPOSED POLES ARE MEANT TO MAINTAIN 1FT(ESTIMATE) OR GREATER FROM EDGE OF POLE OR CONCRETE BACKFILL TO UNDERGROUND COMMUNICATIONS.
2) LOCATIONS #10, #13, #18 DUCTILE IRON POLES CAN USE FOAM BACKFILL.
3) LOCATIONS #14 & #20 NEED CONCRETE BACKFILL DUE TO HIGH GROUND LINE MOMENT.

Proposed PEC Poles - in County ROW

Existing PEC Poles - in Easement

Bradley & Michele Langham
1.00 Acres

Cierra Vista Subdivision

Pacesetter K9 LLC
15.66 Acres

Kimberly Watkins & Trey Ferguson
1.00 Acres

Kevin & Stephanie Van Antwerp
1.00 Acres

Terry & Traci Stanley
1.00 Acres

Shannon Lyons
1.00 Acres

James & Andrea Billingsley
1.00 Acres

Jason & Holly Reinhardt
1.0052 Acres

Lesley & Vicki Safford
1.0032 Acres

Dale & Janet Boring
1.0617 Acres

Patrick McKinney
6.5015 Acres

Stage Coach Hill Subdivision

City of Liberty Hill
22.867 Acres

Steve Shi & Yan Zhang
8.4452 Acres

Andrew & Min Huang
56.28 Acres

Sun Dance Ranch Subdivision

Sundance Ranch HOA Contact info:
Craig Bond
Office: 512-628-8890
Cell: 512-844-6421
Email: craig@austinfiltersystems.com

Scale: 1" = 50'

TOP POLE LEAVE METER

TOP EXISTING POLE LEAVE METER

REDUCED TENSION?

PROPOSED GATE LOCATION

EASEMENT LINES ESTIMATED

WATERLINE ESTIMATED LOCATION

FIRE HYDRANT

County Road 200

Sundance Trail

Bridget Drive

Santa Fe Trail

Stage Coach

1Ø #VU1-0AL

1Ø #4 ACSR

3Ø #1/0 ACSR

3Ø #336 AAC

3Ø #1/0 ACSR(EXISTING)
3Ø #336 AAC(PROPOSED)

3Ø #795 AAC
#336 NEU

3Ø #1/0 ACSR
#4 ACSR NEU

3Ø - #336 AAC

3Ø #1/0ACSR

URD W/O# 120878
W/O# 115308

DUCTILE IRON POLE SIZE/WIDTH

POLE ID & CLASS	POLE HEIGHT			
	45	50	55	
LOC. #10 H1	16.5	17.5	17.9	POLE BASE DIAMETER EST. (INCHES)
LOC. #13 H1	16.5	17.5	17.9	POLE BASE DIAMETER EST. (INCHES)
LOC. #14 20KIP	27	27.1	N/A	POLE BASE DIAMETER EST. (INCHES)
LOC. #18 H2	16.5	17.5	17.9	POLE BASE DIAMETER EST. (INCHES)
LOC. #20 H8	21.9	22.3	23.3	POLE BASE DIAMETER EST. (INCHES)

WOOD POLE SIZE/WIDTH

POLE HEIGHT	WOOD POLE CLASS							
	H-4	H-3	H-2	H-1	1	2	3	
45	17.04	16.2	15.48	14.52	13.68	12.84	11.88	POLE BASE DIAMETER EST. (INCHES)
50	17.64	16.92	16.08	15.12	14.28	13.32	12.36	POLE BASE DIAMETER EST. (INCHES)
55	18.48	17.52	16.56	15.72	14.76	13.8	12.84	POLE BASE DIAMETER EST. (INCHES)

Exhibit A

NOT FOR CONSTRUCTION

PEDERNALES ELECTRIC COOPERATIVE, INC.
RW_AN130_CR200_3 Lane
Date: 6/10/2020 | Scale: 1" = 100' | Page: 1 of 1
Lamar Technical Services, Inc.

Commissioners Court - Regular Session **98.**

Meeting Date: 09/29/2020

PEC Letter Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Letter Agreement to Pedernales Electric Cooperative, Inc. regarding relocation expenses reimbursement on Seward Junction SE.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SJSE PEC Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/24/2020 10:37 AM

Form Started By: Charlie Crossfield Started On: 09/24/2020 10:21 AM

Final Approval Date: 09/24/2020

BILL GRAVELL JR.
County Judge
WILLIAMSON COUNTY TEXAS

September 7, 2020

Pedernales Electric Cooperative, Inc.
Attn: Liberty Hill District
P.O. Box 1
Johnson City, TX 78636-0001

RE: Relocation Expenses Reimbursement - Public Right of Way
Williamson County—Seward Junction (Southeast)

Dear Sirs:

This letter sets forth the agreement between Williamson County, Texas (the "County") and Pedernales Electric Cooperative, Inc. ("PEC") regarding PEC's use portions of the Seward Junction (Southeast) public right of way improvement project in Williamson County, Texas from CR 266 south of CR 259 to SH 29 (the "Public Right of Way"), shown in further detail in **Exhibit 1** attached hereto and incorporated herein for all purposes.

1. Scope

We understand that there are instances where PEC is required to relocate and reconstruct electric service to areas within its certificated service territory in accordance with the terms and conditions of its Tariff and Business Rules and/or certain Standard Utility Agreements. These terms may include, among other things, cost reimbursement for relocation and reconstruction of any facilities located within easements owned by PEC which are requested and required to be moved due to a conflict with a proposed roadway transportation project, including tree trimming costs and mitigation, and obtaining of any easements necessary for reestablishment of service.

In this instance, PEC owned and maintained operational facilities which were in conflict with certain locations for construction of the County's proposed Seward Junction (Southeast) roadway project, and in areas which PEC validly owned and possessed easement rights upon private property for the location and operation of its facilities. PEC generally attempts to construct its facilities on private property given the possibility of roadway widenings which may cause a requested relocation in order to accommodate expanded transportation project construction.

In consideration of PEC expediting the relocation of its facilities to within the Public Right of Way rather than obtaining replacement easement rights on private property adjacent to the Public Right

710 Main Street, Suite 101, Georgetown, Texas 78626
Phone 512.943.1550 bgravell@wilco.org

of way, which the parties acknowledge has been completed as requested by the County, by this Letter Agreement the County further acknowledges and agrees as of the date hereof that if in the future the County, City of Liberty Hill, or any other governmental authority, including the Texas Department of Transportation, directs removal or relocation of PEC's facilities currently located within the Public Right of Way, that the cost of such removal or relocation of PEC's facilities shall be at the County's expense if not paid by other entity requesting the relocation. PEC may request payment in advance from the County prior to any such relocation requested. All other terms of any required relocation shall be pursuant to the provisions of the Standard Utility Agreement of the applicable jurisdiction making the relocation request.

Further, the County acknowledges that pursuant to the ordinances of any applicable regulatory jurisdiction governing the Public Right of Way and adjacent private property that it may be required to conduct tree surveys and mitigation for any future relocation required as a direct result of a request to accommodate a future transportation project.

2. *General Provisions.*

(a) **Entire Agreement**. This Letter Agreement embodies the entire agreement and understanding of the parties hereto, and supersedes all prior or contemporaneous written or oral communications or agreements between PEC and County, regarding the subject matter hereof.

(b) **Amendment**. This Letter Agreement may only be amended by written agreement between PEC and County.

(c) **Warranty**. The County has appropriate authority to enter into the obligations herein of the Letter Agreement.

(d) **Interpretation**; **Counterparts**. Each party has read this Letter Agreement, understands it, and agrees to be bound by its terms and conditions. Titles and headings to Articles and Sections are inserted for convenience of reference only and are not intended to affect the interpretation or construction. There are no understandings or representations with respect to the subject matter hereof, express or implied, that are not stated herein. This Letter Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.

(e) **Governing Law**. This Letter Agreement shall be governed, interpreted and enforced under the laws of the State of Texas, without regard to its conflict of law principles.

(f) **Waivers**. No failure or delay by any party in exercising any right, power or privilege under this Letter Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(g) **Survival**. Termination or expiration of this Letter Agreement shall not relieve, reduce, or impair any rights or obligations of a party which expressly or by implication survive termination or expiration of this Letter Agreement.

710 Main Street, Suite 101, Georgetown, Texas 78626
Phone 512.943.1550 bgravell@wilco.org

(h) **Assignment and Delegation.** No party may assign any of its rights under this Letter Agreement voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner. No party may delegate any performance under this Letter Agreement. Any purported assignment of rights or delegation of performance in violation of this paragraph is invalid and void.

(i) **Severability**. If any term or provision of this Letter Agreement is determined to be invalid, void, or unenforceable, the remaining terms and provisions of this Letter Agreement shall, to the extent reasonable and practicable, continue in full force and effect.

If the terms of this Letter Agreement are satisfactory, please acknowledge and agree below.

Sincerely,

WILLIAMSON COUNTY, TEXAS

By:_____

Bill Gravell, Jr., County Judge

Date:_____

AGREED:

PEDERNALES ELECTRIC COOPERATIVE, INC.

By: _____

Name: _____

Title: _____

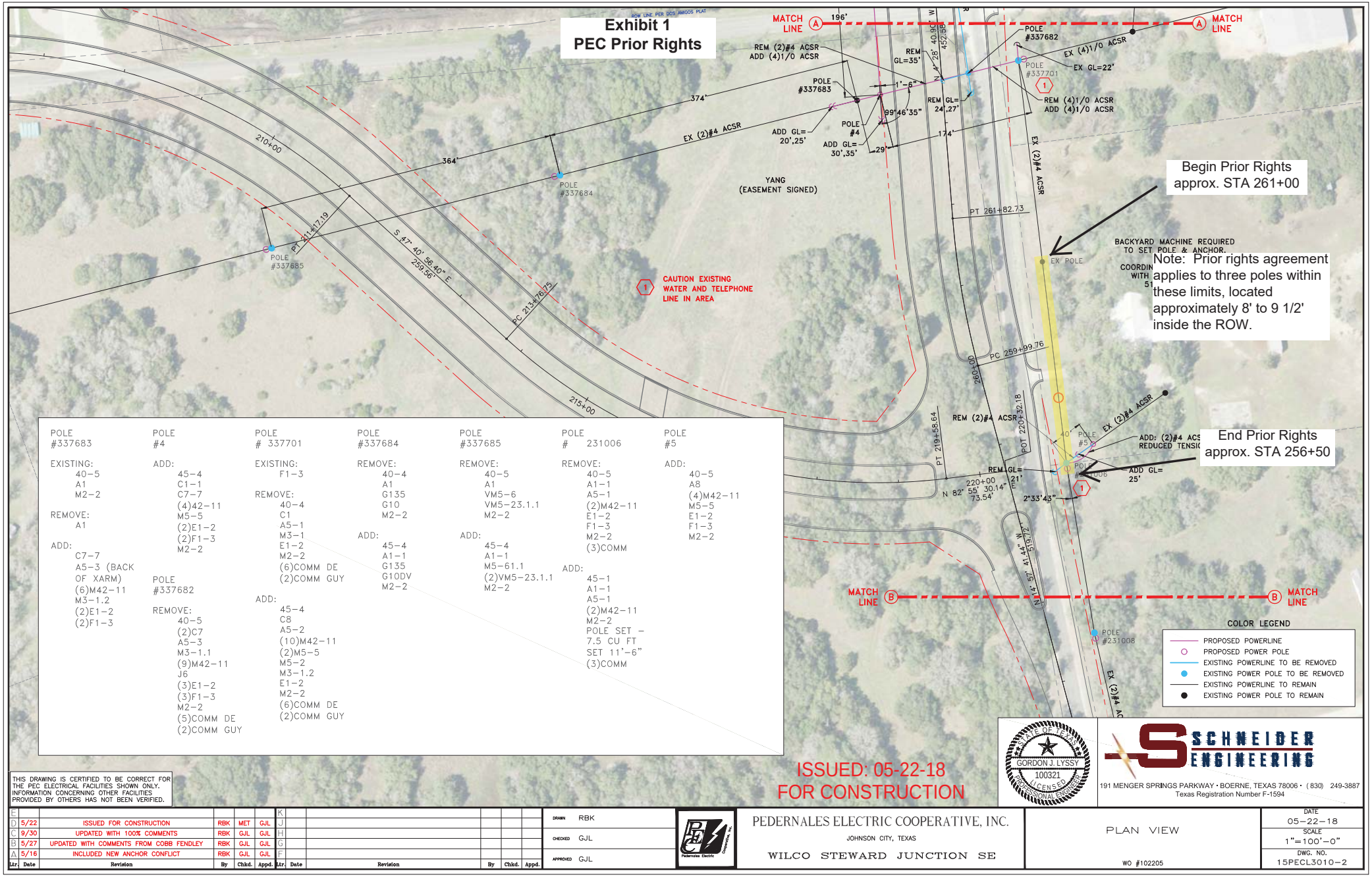
Date:_____

710 Main Street, Suite 101, Georgetown, Texas 78626
Phone 512.943.1550 bgravell@wilco.org

EXHIBIT 1

Description of Public Right of Way

710 Main Street, Suite 101, Georgetown, Texas 78626
Phone 512.943.1550 bgravell@wilco.org



POLE #337683

EXISTING:
40–5
A1
M2–2

REMOVE:
A1

ADD:
C7–7
A5–3 (BACK OF XARM)
(6)M42–11
M3–1.2
(2)E1–2
(2)F1–3

POLE #4

ADD:
45–4
C1–1
C7–7
(4)42–11
M5–5
(2)E1–2
(2)F1–3
M2–2

POLE #337682

REMOVE:
40–5
(2)C7
A5–3
M3–1.1
(9)M42–11
J6
(3)E1–2
(3)F1–3
M2–2
(5)COMM DE
(2)COMM GUY

POLE # 337701

EXISTING:
F1–3

REMOVE:
40–4
C1
A5–1
M3–1
E1–2
M2–2
(6)COMM DE
(2)COMM GUY

ADD:
45–4
C8
A5–2
(10)M42–11
(2)M5–5
M5–2
M3–1.2
E1–2
M2–2
(6)COMM DE
(2)COMM GUY

POLE #337684

REMOVE:
40–4
A1
G135
G10
M2–2

ADD:
45–4
A1–1
G135
G10DV
M2–2

POLE #337685

REMOVE:
40–5
A1
VM5–6
VM5–23.1.1
M2–2

ADD:
45–4
A1–1
M5–61.1
(2)VM5–23.1.1
M2–2

POLE # 231006

REMOVE:
40–5
A1–1
A5–1
(2)M42–11
E1–2
F1–3
M2–2
(3)COMM

ADD:
45–1
A1–1
A5–1
(2)M42–11
M2–2
POLE SET – 7.5 CU FT SET 11'–6"
(3)COMM

POLE #5

ADD:
40–5
A8
(4)M42–11
M5–5
E1–2
F1–3
M2–2

THIS DRAWING IS CERTIFIED TO BE CORRECT FOR THE PEC ELECTRICAL FACILITIES SHOWN ONLY. INFORMATION CONCERNING OTHER FACILITIES PROVIDED BY OTHERS HAS NOT BEEN VERIFIED.

ISSUED: 05-22-18
FOR CONSTRUCTION

STATE OF TEXAS
GORDON J. LYSSY
100321
LICENSED
PROFESSIONAL ENGINEER

SCHNEIDER ENGINEERING
191 MENGER SPRINGS PARKWAY · BOERNE, TEXAS 78006 · (830) 249-3887
Texas Registration Number F-1594

Ltr	Date	Revision	By	Chkd.	Appd.
D	5/22	ISSUED FOR CONSTRUCTION	RBK	MET	GJL
C	9/30	UPDATED WITH 100% COMMENTS	RBK	GJL	GJL
B	5/27	UPDATED WITH COMMENTS FROM COBB FENDLEY	RBK	GJL	GJL
A	5/16	INCLUDED NEW ANCHOR CONFLICT	RBK	GJL	GJL

DRAWN RBK
CHECKED GJL
APPROVED GJL

PEDERNALES ELECTRIC COOPERATIVE, INC.
JOHNSON CITY, TEXAS
WILCO STEWARD JUNCTION SE

PLAN VIEW
WO #102205

DATE 05–22–18
SCALE 1"=100'–0"
DWG. NO. 15PECL3010–2

Commissioners Court - Regular Session **99.**

Meeting Date: 09/29/2020

PEC Letter Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Letter Agreement to Pedernales Electric Cooperative, Inc. regarding relocation expenses reimbursement on Ronald Reagan Blvd. North (Phase IV).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RRN4 PEC Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/24/2020 10:36 AM

Form Started By: Charlie Crossfield Started On: 09/24/2020 10:23 AM

Final Approval Date: 09/24/2020

BILL GRAVELL JR.
County Judge
WILLIAMSON COUNTY TEXAS

September 7, 2020

Pedernales Electric Cooperative, Inc.
Attn: Liberty Hill District
P.O. Box 1
Johnson City, TX 78636-0001

RE: Relocation Expenses Reimbursement - Public Right of Way
Williamson County—Ronald Reagan Blvd. North (Phase IV)

Dear Sirs:

This letter sets forth the agreement between Williamson County, Texas (the "County") and Pedernales Electric Cooperative, Inc. ("PEC") regarding PEC's use of portions of the Ronald Reagan Blvd. North (Phase IV) public right of way improvement project in Williamson County, Texas from SH 195 to CR 237 (the "Public Right of Way"), shown in further detail in **Exhibit A** attached hereto and incorporated herein for all purposes.

1. Scope

We understand that there are instances where PEC is required to relocate and reconstruct electric service to areas within its certificated service territory in accordance with the terms and conditions of its Tariff and Business Rules and/or certain Standard Utility Agreements. These terms may include, among other things, cost reimbursement for relocation and reconstruction of any facilities located within easements owned by PEC which are requested and required to be moved due to a conflict with a proposed roadway transportation project, including tree trimming costs and mitigation, and obtaining of any easements necessary for reestablishment of service.

In this instance, PEC owned and maintained operational facilities which were in conflict with certain locations for construction of the County's proposed Ronald Reagan Blvd. North (Phase IV) roadway project, and in areas which PEC validly owned and possessed easement rights upon private property for the location and operation of its facilities. PEC generally attempts to construct its facilities on private property given the possibility of roadway widenings which may cause a requested relocation in order to accommodate expanded transportation project construction.

In consideration of PEC expediting the relocation of its facilities to within the Public Right of Way rather than obtaining replacement easement rights on private property adjacent to the Public Right

710 Main Street, Suite 101, Georgetown, Texas 78626
Phone 512.943.1550 bgravell@wilco.org

of way, which the parties acknowledge has been completed as requested by the County, by this Letter Agreement the County further acknowledges and agrees as of the date hereof that if in the future the County, City of Jarrell, or any other governmental authority, including the Texas Department of Transportation, directs removal or relocation of PEC's facilities currently located within the Public Right of Way, that the cost of such removal or relocation of PEC's facilities shall be at the County's expense if not paid by other entity requesting the relocation. PEC may request payment in advance from the County prior to any such relocation requested. All other terms of any required relocation shall be pursuant to the provisions of the Standard Utility Agreement of the applicable jurisdiction making the relocation request.

Further, the County acknowledges that pursuant to the ordinances of any applicable regulatory jurisdiction governing the Public Right of Way and adjacent private property that it may be required to conduct tree surveys and mitigation for any future relocation required as a direct result of a request to accommodate a future transportation project.

2. *General Provisions.*

(a) **Entire Agreement**. This Letter Agreement embodies the entire agreement and understanding of the parties hereto, and supersedes all prior or contemporaneous written or oral communications or agreements between PEC and County, regarding the subject matter hereof.

(b) **Amendment**. This Letter Agreement may only be amended by written agreement between PEC and County.

(c) **Warranty**. The County has appropriate authority to enter into the obligations herein of the Letter Agreement.

(d) **Interpretation**; **Counterparts**. Each party has read this Letter Agreement, understands it, and agrees to be bound by its terms and conditions. Titles and headings to Articles and Sections are inserted for convenience of reference only and are not intended to affect the interpretation or construction. There are no understandings or representations with respect to the subject matter hereof, express or implied, that are not stated herein. This Letter Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.

(e) **Governing Law**. This Letter Agreement shall be governed, interpreted and enforced under the laws of the State of Texas, without regard to its conflict of law principles.

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(g) **Survival**. Termination or expiration of this Letter Agreement shall not relieve, reduce, or impair any rights or obligations of a party which expressly or by implication survive termination or expiration of this Letter Agreement.

710 Main Street, Suite 101, Georgetown, Texas 78626
Phone 512.943.1550 bgravell@wilco.org

(h) **Assignment and Delegation.** No party may assign any of its rights under this Letter Agreement voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner. No party may delegate any performance under this Letter Agreement. Any purported assignment of rights or delegation of performance in violation of this paragraph is invalid and void.

(i) **Severability**. If any term or provision of this Letter Agreement is determined to be invalid, void, or unenforceable, the remaining terms and provisions of this Letter Agreement shall, to the extent reasonable and practicable, continue in full force and effect.

If the terms of this Letter Agreement are satisfactory, please acknowledge and agree below.

Sincerely,

WILLIAMSON COUNTY, TEXAS

By:_____

Bill Gravell, Jr., County Judge

Date:_____

AGREED:

PEDERNALES ELECTRIC COOPERATIVE, INC.

By: _____

Name: _____

Title: _____

Date:_____

710 Main Street, Suite 101, Georgetown, Texas 78626
Phone 512.943.1550 bgravell@wilco.org

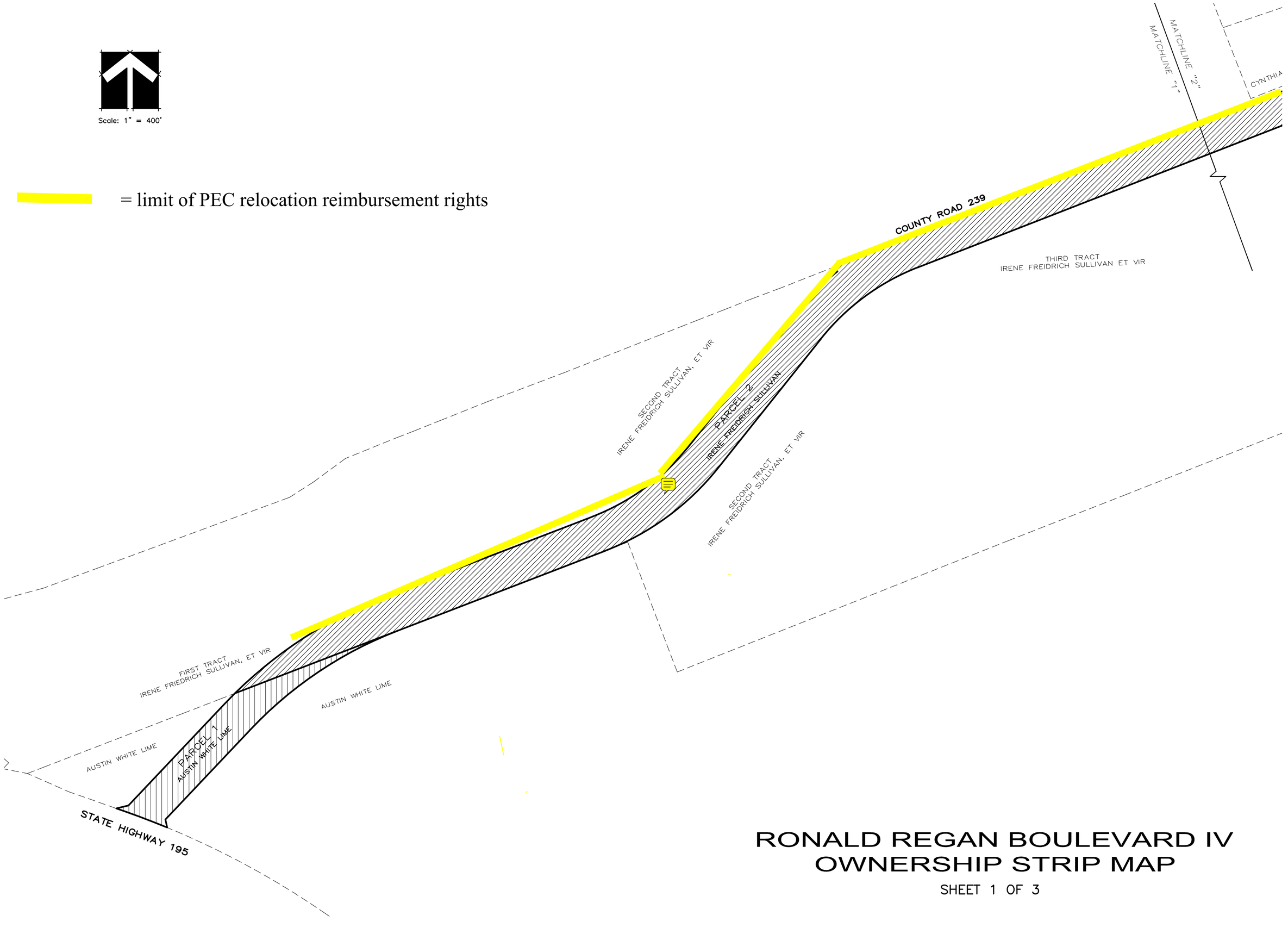
EXHIBIT A

Description of Public Right of Way

710 Main Street, Suite 101, Georgetown, Texas 78626
Phone 512.943.1550 bgravell@wilco.org

Scale: 1" = 400'

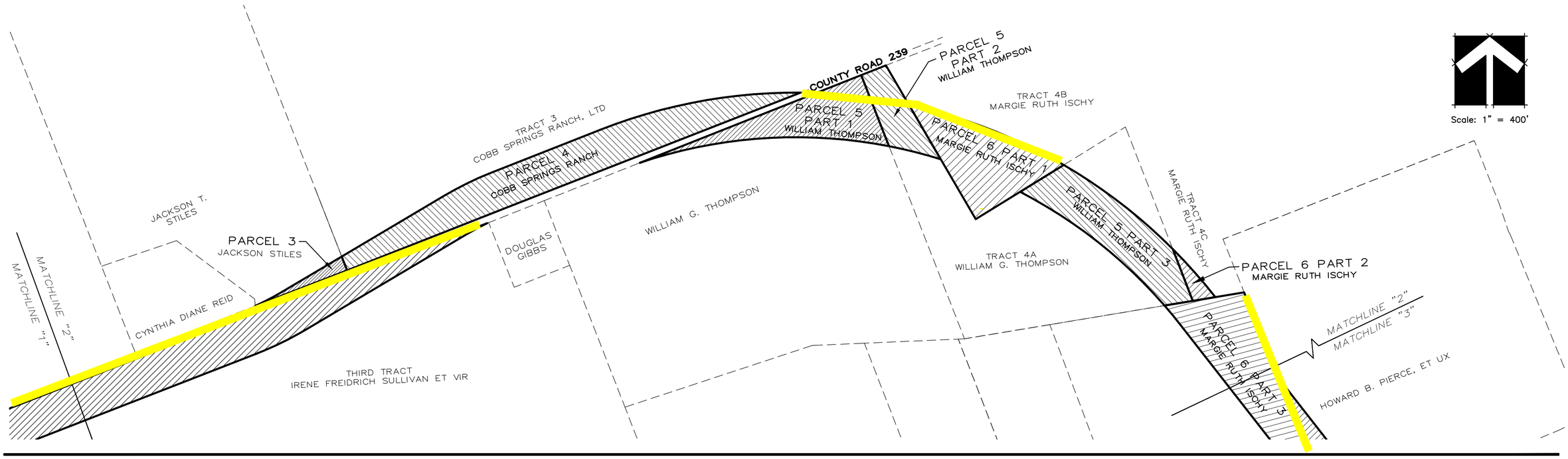
= limit of PEC relocation reimbursement rights

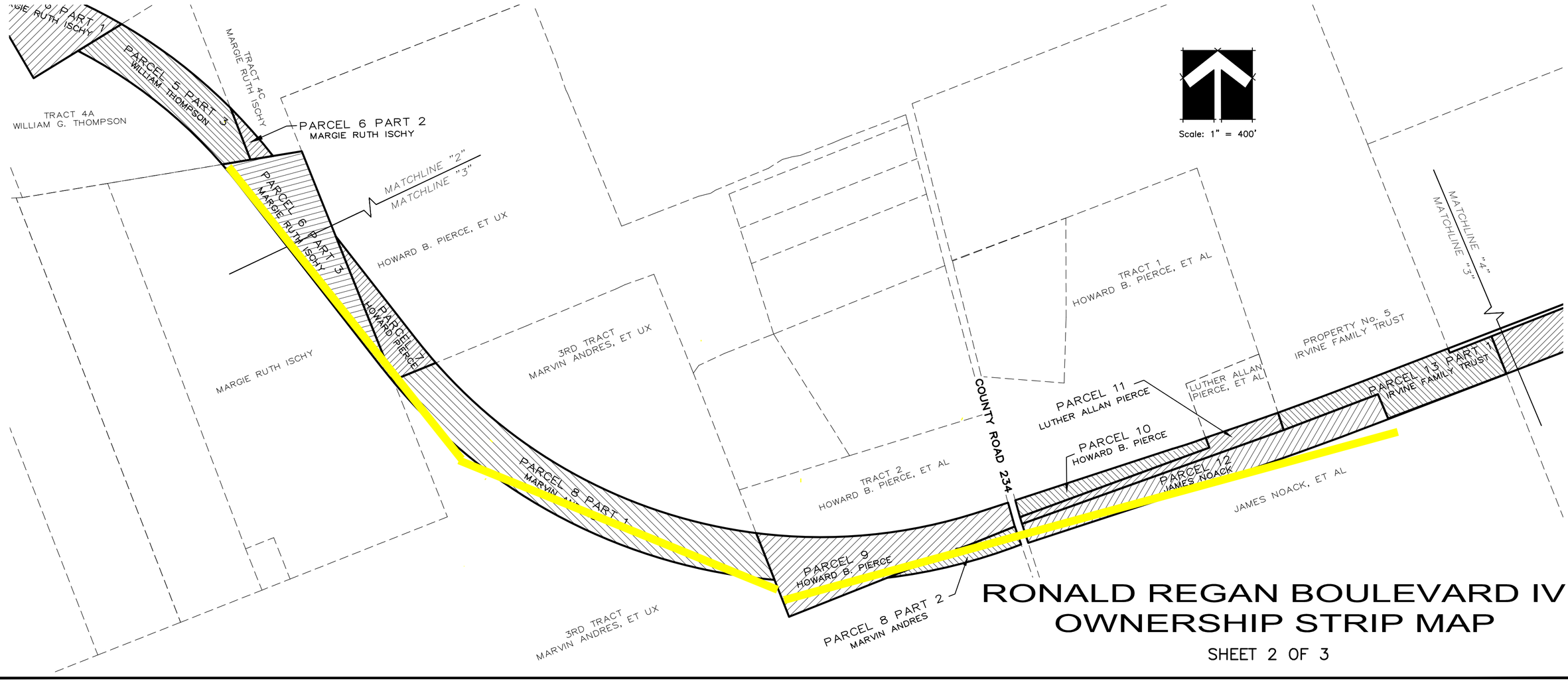


RONALD REGAN BOULEVARD IV
OWNERSHIP STRIP MAP

SHEET 1 OF 3

DRAWING FILE: C:\DOCUME~1\BrettB\LOCALS~1\Temp\AcPublish_6032\ PARCEL_MAP_20100202.dwg Oct 26, 2010 - 9:31 am brett



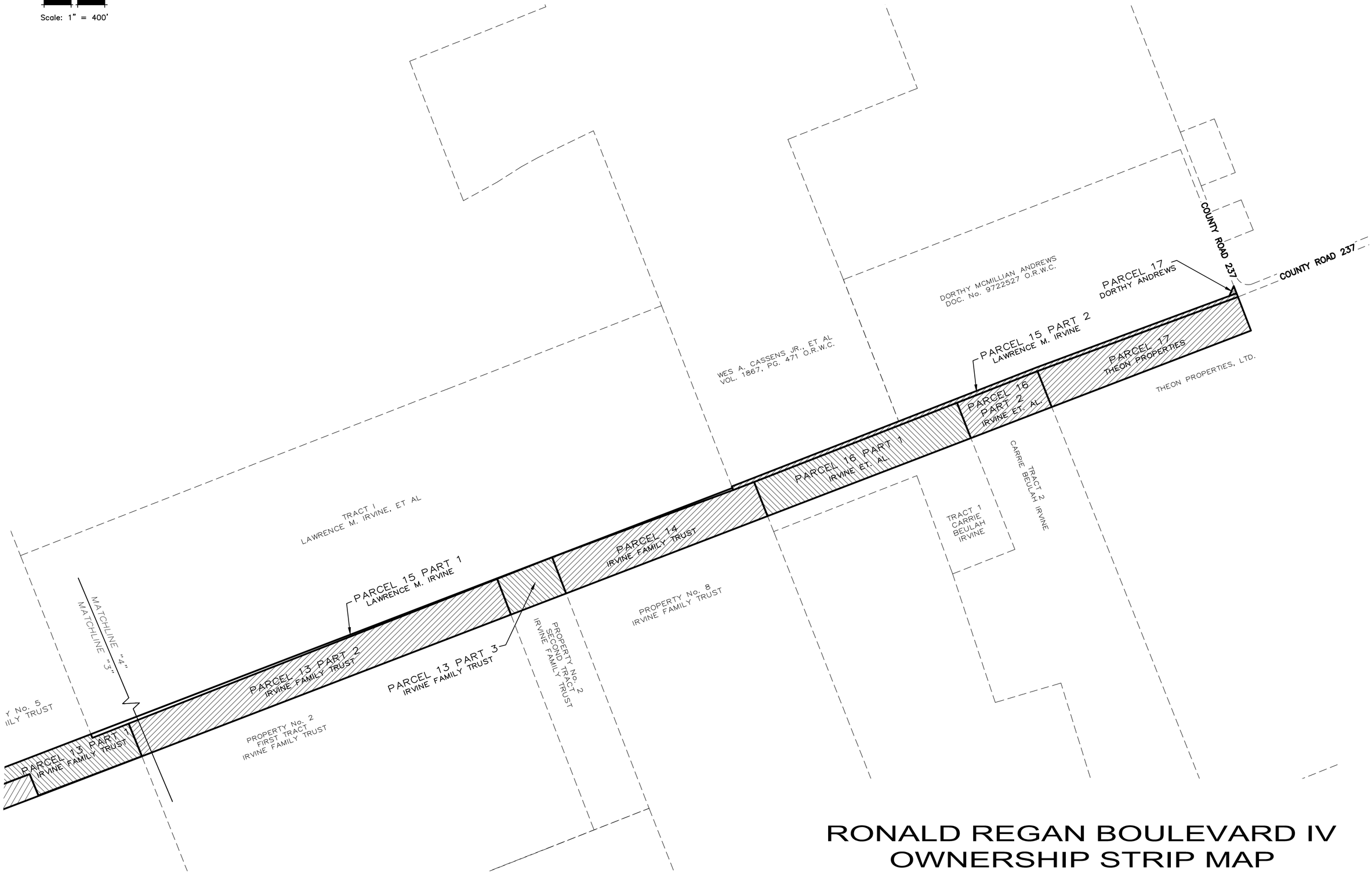


RONALD REGAN BOULEVARD IV
OWNERSHIP STRIP MAP

SHEET 2 OF 3

DRAWING FILE: C:\DOCUME~1\BrettB\LOCALS~1\Temp\AcPublish_6032\ PARCEL_MAP _20100202.dwg Oct 26, 2010 - 9:31 am brett

Scale: 1" = 400'



RONALD REGAN BOULEVARD IV
OWNERSHIP STRIP MAP

SHEET 3 OF 3

DRAWING FILE: C:\DOCUME~1\BrettB\LOCALS~1\Temp\AcPublish_6032\ PARCEL_MAP_20100202.dwg Oct 26, 2010 - 9:31 am brett

Meeting Date: 09/29/2020

Executive Session

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: O'Connor Signal Project
d) Discuss the acquisition of real property: CR 278
e) Discuss the acquisition of real property for County Facilities.
f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
g) Discuss the acquisition of real property for SH 29 @ DB Wood.
h) Discuss the acquisition of real property for CR 366.
i) Discuss the acquisition of real property for N. Mays.
j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
k) Discuss the acquisition of real property for CR 111.
l) Discuss the acquisition of real property for Corridor H
m) Discuss the acquisition of real property for future SH 29 corridor.
n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
o) Discuss the acquisition of right-of-way for Corridor C.
p) Discuss the acquisition of right-of-way for Corridor F.
q) Discuss the acquisition of right-of-way for Corridor D.
r) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
s) Discuss the acquisition of right-of-way for US 183 Right Turn Lane project.
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	09/24/2020 10:09 AM
Form Started By: Charlie Crossfield		Started On: 09/24/2020 09:57 AM
Final Approval Date: 09/24/2020		

Commissioners Court - Regular Session **101.**

Meeting Date: 09/29/2020

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
n) Project Crystal

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	09/24/2020 10:08 AM

Form Started By: Charlie Crossfield Started On: 09/24/2020 09:59 AM

Final Approval Date: 09/24/2020