NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
November 3, 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 – 43)

4. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction for the period of 10/01/2020 through 10/31/2020.

5. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Inter-departmental Transfer for the period of 10/01/2020 through 10/31/2020.

6. Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including one (1) 2015 Chevrolet Tahoe, pursuant to Tx. Local Gov't Code 263.152.

7. Discuss, consider and take appropriate action on approving an Interlocal Agreement between Williamson County and Hutto ISD Police Department for the sale of body armor in the amount of $100 and authorizing the execution of the agreement.

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

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

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

11. Discuss, consider and take appropriate action on approving the lease with Sharp Electronics Corp for one (1) copier for the Williamson County Judge's Office, in the amount of $109.51 per month, pursuant to DIR Contract #DIR-CPO-4433.

12. Acknowledge and consent to the appointment of Allen Bowersox to the Williamson County Conservation Foundation Board of Directors for an unexpired term ending April 2022.

13. Discuss consider and take appropriate action on a two-year contract extension between Constable Pct 1 and Texas Workforce Commission.

14. 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.

15. Discuss, consider and take appropriate action on approving the services contract between Williamson County and Randal's Tower Tech, Inc. to provide tower climbers and repair/maintenance services to support the operations of Williamson County Wireless Communications, in the not-to-exceed amount of $20,000.00, and authorizing execution of the contract.

16. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with City National Bank for off duty contracting of County Sheriff Deputies to be effective November 3, 2020 (Security for ATM refills in Eastern Williamson County).

17. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Grace Bible Church for off duty contracting of County Sheriff Deputies to be effective November 3, 2020. (Security for Sunday morning services at church in Georgetown)

18. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Lakeline Mall for off duty contracting of County Sheriff Deputies to be effective November 3, 2020. (Exterior security around the mall)

19. Discuss, consider and take appropriate action on accepting a donation in the amount of $415.00 to the Williamson County Sheriff's Office Community Liaison Division pursuant to Tex. Loc. Gov't Code 81.032.

20. Discuss, consider and take appropriate action on approving the purchase of two (2) Chevrolet Tahoes for vehicle replacements from Holiday Chevrolet in the amount of $99,954 pursuant to Tarrant County Coop Contract #'s 2019-014 for the vehicles and 2019-181 for the upfitting.

21. Discuss, consider and take appropriate action on approving an agreement with Sheraton Austin Georgetown Hotel and Conference Center for a room block for the Cold Case Coalition Event and authorizing execution of the agreement for dates 11/15/20 to 11/17/20 for 10 rooms each night (30 total). Total amount of contract is $4,062.30. Funding source is Grant Funds 407A.407P.2.1 (In State Training).

22. Discuss, consider and take appropriate action on approving a purchase order for renewal of one (1) year of Unlimited 5 Second Updates, Annual Subscription to Access CovertTrack Mapping Product, and Surveillance Phone APP of Audio, Video, and GPS Product on CovertTrack.com in the amount of $5,460.00.

23. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Third Party Administrator for Indigent Health Care for Williamson County under RFP #T2419.

24. Discuss, consider, and take appropriate action on approving an agreement between TransUnion Risk and Alternative Data Solutions, Inc. (TRADS) and Williamson County for a customized search and locate tool for Law Enforcement Agents in the amount of $100.00 per month and authorizing the execution of the agreement.

25. Discuss, consider and take appropriate action on approving a copier lease agreement between Konica Minolta Business Solutions USA, Inc. and Williamson County in the amount of $175.40 per month, pursuant to DIR Contract #DIR-CPO-4439 and authorizing the execution of the agreement.

26. Discuss, consider and take appropriate action on approving the purchase of security services for early voting and election day from the City of Austin in the amount of $5,325.00 and exempting the City of Austin from the competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(2) - an item necessary to preserve the health and safety of the residents of the county.

27. 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 Phase II for $2,451.00 for equipment and installation and $24.60 per month for recurring service and authorizing execution of the agreement.

28. Discuss, consider and take appropriate action on a resolution authorizing the Presiding Officer of the Williamson County Commissioners Court to execute a Deed without Warranty from the City of Granger, Texas, in trust for the use and benefit of the Granger Independent School District, and Williamson County, Texas to Mister Exterior of the City of Austin pertaining to All Lots 11, 12,13,14, 15,16, and 17 and the South 40-feet of Lots 18, 19, and 20, Block 27, Original Townsite of the City of Granger, described in Document #2010070250 of the Official Public Records, Williamson County, Texas (R012620).

29. Discuss, consider and take appropriate action on authorizing the Mo'mix Performance Center Subscription Services Agreement covering the term of October 2020 – September 2021 for the annual amount of $78,200 with Mo'mix Solutions, Inc. under BuyBoard Contract #579-19.

30. Discuss, consider and take appropriate action on authorizing a blanket purchase order for ITS to Immix Technology Inc. for annual Kronos Maintenance, in the amount of $85,177.04, revising the previously quoted GSA contract to DIR contract #DIR-TSO-4315 contract per vendor recommendation.

31. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Data Projections, Inc. to provide and integrate new AV equipment into all Williamson County Courtrooms and 1st Floor South IDF in the amount of $69,014.79 per the terms of TIPS Contract #171001 and authorizing execution of the agreement.

32. Discuss, consider and take appropriate action on approving the change order request for an increase of $509.48 from the original $1,764.82 for ADT Commercial at the IT Warehouse originally approved by Commissioner's Court on 9/29/2020, Agenda Item #33, and authorizing execution of the change request.

33. Discuss, consider and take appropriate action on approving the Master Services Agreement with ThyssenKrupp in the not-to-exceed amount of $69,282.47 for maintenance services and $11,246 for inspection services per the Omnia Contract #R150801, and authorizing execution of all associated documents.

34. Discuss, consider, and take appropriate action on accepting a report on the Williamson Expo Concessions/Restrooms (P475); Vaughn Construction Change Order #14 in the amount of $21,415.00. This change order is being funded by owner’s contingency from within the original project budget.

35. Discuss, consider, and take appropriate action on accepting a report on the Williamson Expo Concessions/Restrooms (P475); Vaughn Construction Change Order #15 in the amount of $1,100.00. This change order is being funded by owner’s contingency from within the original project budget.

36. Discuss, consider and take appropriate action on approving the appointment of Williamson County Facilities Project Manager, Bob Lubecker, with general authority to approve change orders for the contract with HCS, Inc. in relation to the Williamson County Justice Center Remodel Project, P515 for any increase or decrease in cost of $30,000.00 or less in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications; provided, however, the original contract price may not be increased by more than 25% and the original contract price may not be decreased by 18% or more without the consent of the contractor.

37. 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 $5,400.00 and authorizing execution of the agreements.

38. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $25,000.00 to expire on September 30, 2022 under Williamson County Contract for Engineering Services between Kimley-Horn and Williamson County dated March 10, 2020 for On Call Traffic Engineering Services. Funding source: 01.0200.0210.004100.

39. Discuss, consider and take appropriate action on approving additional insurance coverage request and quote for AIG Environmental TankGuard Williamson County Pollution Liability Insurance with an annual premium of $955 and additional $90 for terrorism coverage to support operations of the Fleet Department and authorizing acceptance and signature of the quote.

40. Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB #3495, in the amount of -$420.00 for CR 118 Bridge Rehabilitation.

41. Discuss, consider and take appropriate action on approval of the preliminary plat for the J A Needler subdivision – Precinct 4.

42. Discuss, consider and take appropriate action on approval of the final plat for the Traweek-Shobe Addition subdivision – Precinct 4.

43. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch South Section 9C subdivision – Precinct 2.

REGULAR AGENDA

44. Hear a presentation of awards for the Williamson County Master Gardener Association by the President of the Texas Master Gardener Association.

45. Discuss, consider and take appropriate action on an agreement with Nineveh Ministries, Inc. d/b/a Jail to Jobs to provide animal support services to the Williamson County Regional Animal Shelter.

46. 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.

47. Discuss, consider and take appropriate action on funding COVID-19 Relief for Breast Cancer Screenings and related postponed healthcare through Williamson County CARES or CDBG CARES funding.

48. Discuss, consider and take appropriate action on the Williamson County Commissioners Court agenda request process.

49. Discuss, consider and take appropriate action on extending the vacation cap increase from Dec. 31, 2020 to June 30, 2021.

50. Discuss, consider, and take appropriate action on grant extension request for Trauma Focused Equine-Therapy Program provided by Juvenile Services.

51. Discuss and consider replacement of CV-3 due to age of the vehicle.

52. Discuss, consider, and take appropriate action on approving a resolution authorizing a Department of Justice, Office of Justice Programs, grant application award in the amount of $228,282.00 for the DWI/Drug Court Program enhancements for Award Number 2020-MU-BX-0103.

53. Discuss, consider, and take appropriate action on approving a resolution authorizing a Department of Justice, Office of Justice Programs, grant application award in the amount of $241,370.00 for the Williamson County Veterans Treatment Court enhancements for Award Number 2020-VC-BX-0093.

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100-0560-005700	SO/Vehicles	$101,737.30

55. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Data Projections, Inc. for the Tele-Justice System Installation at the Williamson County Juvenile Justice Center Courtrooms, in the amount of $147,018.68, per the terms of TIPS Contract #171001 and authorizing execution of the agreement.

56. Discuss, consider and take appropriate action on the approval of the purchase between Williamson County and FreeIt Data Solutions Inc. to provide the Williamson County IT Department with renewal of annual maintenance of the VMWare Software in the total amount of $152,861.29 per the terms of Contract #DIR-TSO-4288.

57. Discuss, consider and take appropriate action on approving the purchase of Tyler Technologies Supervision Software with an annual rate of $36,000.00, professional services in the amount of $78,180.00 and with an estimate of travel expenses in the not-to-exceed-amount of $4,000.00, for a total amount of $118,180.00, per the terms of Sourcewell Contract 110515-TTI.

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

59. Discuss, consider and take appropriate action on approving purchase of three (3) 2021 Ford F-250 Regular Cab Trucks in the amount of $26,007.25 each and one(1) 2021 Ford F-350 Crew Cab Truck in the amount of $31,743.75 for a total amount of $110,365.50. Each quote includes a one-time administrative fee of $300 from Silsbee Ford as per GoodBuy Contract #20-8F000.

60. Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $117,754.00 under Williamson County Contract for Surveying Services between Landesign Services, Inc. and Williamson County dated May 19, 2020 for On Call Surveying Project LTP Controlled Access Facility ROW. Funding source: P457

61. Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.1288 acres) required for the construction of CR 366, and take appropriate action. (Kyle R. Humphries and Debra R. Spelling)

62. Discuss, consider and take appropriate action on a real estate contract with James Gregory Redden and Rhonda D. Redden for right of way needed on the CR 366 project (Parcel 17). Funding Source: Road Bonds P296

63. Discuss, consider and take appropriate action authorizing the County Judge to execute a First Amendment to the Forest North Utilities Relocation Interlocal Agreement with the City of Austin.

64. Discuss, consider and take appropriate action on a real estate contract with Aqua Texas Inc. for right of way needed on the Sam Bass Rd. Project (Parcel 53). Funding Source: Road Bonds P462

65. Discuss, consider and take appropriate action on a real estate contract with Marion Shipman for right of way needed on the CR 258 project (Parcel 23). Funding Source: Road Bonds P256

66. Discuss, consider and take appropriate action on a real estate contract with David Curtis Belt and Patricia Carol Belt for right of way needed on the Corridor C Project (Parcel 8). Funding Source: Road Bonds P459

67. Discuss, consider and take appropriate action on a Line Item Transfer for Non-Departmental.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004419	Property Insurance	$22,444.61
From	0100-0409-004998	Contingencies	$239,224.24
To	0100-0409-004413	Personal Liability Insurance	$261,668.85

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)."

68. 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 258
e) Discuss the acquisition of real property for County Facilities.
f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
g) Discuss the acquisition of real property for SH 29 @ DB Wood.
h) Discuss the acquisition of real property for CR 366.
i) Discuss the acquisition of real property for N. Mays.
j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
k) Discuss the acquisition of real property for CR 111.
l) Discuss the acquisition of real property for Corridor H
m) Discuss the acquisition of real property for future SH 29 corridor.
n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
o) Discuss the acquisition of right-of-way for Corridor C.
p) Discuss the acquisition of right-of-way for Corridor F.
q) Discuss the acquisition of right-of-way for Corridor D.
r) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
s) Discuss the acquisition of right-of-way for Reagan extension.
t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.

u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
y) Discuss the acquisition of the MKT Right of Way

B. Property or Real Estate owned by Williamson County

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

a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
c) Potential governmental uses for 8th Street downtown parking lot
d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
e) Discuss property usage at Longhorn Junction
f) Discuss sale of excess 183A right of way to abutting property owner.
g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
h) Discuss Blue Springs Boulevard
i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas

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

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

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

69. 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

70. 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) 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.
q) 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.
r) Legal matters relating to Javier Ambler.
s) 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.
t) 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.
u) 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.
v) Cause No. 20-1213-C368; Michael Klier v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas.
w) 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.
x) Legal matters relating to Bailey Park Subdivision, Jarrell, Texas.
y) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).

71. 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)

72. Discuss and take appropriate action concerning economic development.

73. Discuss and take appropriate action concerning real estate.

74. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Employee/personnel related matters
d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
e) Civil Action; American Stewards of Liberty, et al. v. David Bernhardt, et al., In the Western District Court, Western District of Texas, Austin Division.
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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) 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.
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r) Legal matters relating to Javier Ambler.
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t) 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.
u) 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.
v) Cause No. 20-1213-C368; Michael Klier v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas.
w) 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.
x) Legal matters relating to Bailey Park Subdivision, Jarrell, Texas.
y) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).

75. 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.

76. 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 30th day of October 2020 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **4.**

Meeting Date: 11/03/2020

Assets for Auction - October 2020 Monthly Report

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction for the period of 10/01/2020 through 10/31/2020.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Auction - October 2020 Monthly Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/29/2020 09:57 AM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 09:58 AM
Form Started By: Randy Barker		Started On: 10/22/2020 09:26 AM
Final Approval Date: 10/29/2020		

October 2020 **MONTHLY REPORT** **Court Date:** **11/3/2020**

Williamson County - Assets for Auction

Agenda #: **25379**

Item	Serial Number	Quantity	Dept.
Spectra Engineering MX920 repeaters	170811719, 170811721	2	911 Communications
Radio Rack Shelves		6	911 Communications
Cradlepoint talk switch	MM130288100594	1	911 Communications
Talkswitch telephone system x2	TS18484011010075, TS18484011010076	2	911 Communications
Cisco routers	see list	5	911 Communications
AEA PK-232 radio port w/cables & parts	54993	1	911 Communications
Dodge Ram Center Console		1	911 Communications
22 inch Dell Monitor		2	911 Communications
Dell P2419H Monitor Stand		5	911 Communications
Fellowes Climate Control Food Rest		3	911 Communications
Toasty Toes Heated Foot Rest		2	911 Communications
Logitech K330 Wireless Keyboard	1444SY00TGN8	1	911 Communications
22 inch Dell Monitor		1	911 Communications
22 inch Dell Monitor	CN-0FP04F-728782-35M-AJ4S	1	911 Communications
22 inch Dell Monitor	CN-0FP0F4-72872-36L-DGKM	1	911 Communications
20 inch Dell Monitor	MX-0HF730-46634-76Q-2H5L	1	911 Communications
20 inch Dell Monitor	CN-0F532H-71618-871-087S-A01	1	911 Communications
Dell 20 inch Monitor	MX-0HF-46634-76P-3WJL	1	911 Communications
Dell 22 Inch Monitor	CN-0F532H-71618-871-AEZS-A01	1	911 Communications
Dell 22 Inch Monitor		3	911 Communications
Dell 22 Inch Monitor	CN-0FP04F-72872-35M-AGWS	1	911 Communications
Dell 22 Inch Monitor	CN-0F04F-72872-35M-AH4S	1	911 Communications
Portable scanner NEAT	574F7C009001	1	911 Communications
Panasonic Power Supply w/computer bag		4	911 Communications
Tripplite KBM switch	2429BATCB765700235	1	911 Communications
Smart technology sympodium monitor MFG2009	9AFP00558, 9EFP00222, 8KFP00326	3	911 Communications
Motorola USB jackbox enhanced	740CPJ0624	1	911 Communications
MIP5000 gateway digital	see list	6	911 Communications
MIP5000 gateway digital	see list	5	911 Communications
MIP5000 gateway digital	see list	4	911 Communications
Box of 50ohm PE cable		1	911 Communications
Dell Keyboard KB212-B	DP/N 0DJ454	1	911 Communications
Microsoft Natural Ergonomic Keyboard 4000	7.68761E+12	1	911 Communications
Dell 2213f LCD Monitor (No stand)	CN-0FP04F-72872-35I-AHFS	1	911 Communications
Dell P2210t LCD Monitor (No Stand)		1	911 Communications
Samsung CLX3185 Color Printer (possibly w/ink)	Z4RNBAIB600008T	1	911 Communications
Dell 2300 MP projector	service tag 6DB8P51	1	911 Communications
NEC LT154 projector	1300057NF mfg 3/2001	1	911 Communications
Destroyit	44068537	1	911 Communications
NuScan 510	S1301000058	1	911 Communications
HP Color Laser 4700N	JP8LC20760	1	County Auditor
Dell Latitude 5289 Laptop	F83BPN2	1	County Judge
Dell PC Tower	5RCCV52	1	District Clerk
Dell PC Tower	6J1Y5K2	1	District Clerk
Dell PC Tower	G8KB8C2	1	District Clerk
Dell PC Tower	G8JJ8C2	1	District Clerk
Dell PC Tower	88MO6K2	1	District Clerk
4 Port Video Splitter	201207070178	1	Emergency Management
IOGEAR 2 Port Video Splitter	Z3C3-045BA-0915, A1B3-133AB-0048	2	Emergency Management
ICM Base Station IC Module (MSA)	11101790	1	Emergency Management
Old Monitor Stands		4	Emergency Management
Wired mouse, CPU stand (1 each)		1	Emergency Management
Cardiac Science AED Trainer Model#180-3011-001		7	Emergency Medical Services
HeartStart FRx AED Trainer		2	Emergency Medical Services
Laerdal AED Trainer 2 Model #94005001		5	Emergency Medical Services
Cardiac Science AED Trainer Model#180-5021-001		4	Emergency Medical Services

Cardiac Science AED Training Pads		17	Emergency Medical Services
Dell OptiPlex 7070	D07NHX1	1	Fleet Services
Champion Compressor, HR10D-25	9264	1	Fleet Services
Champion Air Dryer, 75NCDA200	94631-1	1	Fleet Services
Champion Compressor, HR10D-25	9291	1	Fleet Services
Champion Air Dryer, 75NCDA200	94631-2	1	Fleet Services
Dell Precision T1700 Wilco #10324	CL9DL02	1	HazMat
Keyboards/Mice		2	HazMat
Dell Latitude 5289 Wilco #1795	JZMWZM2	1	Information Systems
Dell Latitude 5289 Wilco #1106	4YQ9ZF2	1	Information Systems
Dell Latitude 5289 Wilco #5160	G6XPBH2	1	Information Systems
Dell Latitude 3490 Wilco #11516	5G91TW2	1	Information Systems
Dell Latitude E6540 Wilco #4586	9TX7L12	1	Information Systems
Apple IPad - 16GB	DLXFG6T1DFHW	1	Information Systems
Dell Latitude 5289 WC 9769	JZXMNN2	1	Magistrate Office
Dell Latitude 5289 WC 9770	8XXMMN2	1	Magistrate Office
Dell Latitude 5289 WC 9772	51YMNN2	1	Magistrate Office
Dell Latitude 5289	BNKMNN2	1	Magistrate Office
Husky Air Compressor	2316093297, 21569263	2	Parks
Champion Shop compressor	DM010529	1	Parks
Stihl Blower	502128198, 278269922	2	Parks
Stihl Chainsaws	279309939, 277311990, 175076703	3	Parks
Echo Pole Saw	E09912002755, No S/N on second one	2	Parks
Echo Weedeater	S73511028988, S73511029000, 5011697	3	Parks
Dewalt Pressure Washer	1215766188 LT	1	Parks
Homelite Pressure Washer	EU12066D060149	1	Parks
Dayton Pump, Trash,	561514	1	Parks
Echo Blower	P09012090503	1	Parks
Lely Fertilizer spreader	384	1	Parks
QMC Industries Fertilizer Spreader	#000027	1	Parks
Hoshizaki Ice Maker	N17885D	1	Parks
John Deere Mower - Flail	P00370X003594	1	Parks
MI-T-M Pressure Washer	10191435, 15009352	2	Parks
Dell OptiPlex 7040	BJ82DD2	1	Tax Assessor/Collector
21 Inch Monitors		2	Tax Assessor/Collector
21 Inch Monitor		1	Tax Assessor/Collector
Wired Keyboards		10	Tax Assessor/Collector
Wired Mice		15	Tax Assessor/Collector
Dell OptiPlex 7010	CVT99Y1 W/C 3749	1	Tax Assessor/Collector
Dell OptiPlex 7010	1LYC842 W/C 5224	1	Tax Assessor/Collector
Dell OptiPlex 7010	CVW69Y1 W/C 1652	1	Tax Assessor/Collector
Dell OptiPlex 7010	CVV79Y1 W/C 1653	1	Tax Assessor/Collector
Dell OptiPlex 7010	CVV99Y1 W/C 50019	1	Tax Assessor/Collector
Dell OptiPlex 7040	H0BYP52 WC 12148	1	Tax Assessor/Collector
Dell OptiPlex 7040	C2BFZC2 WC 1657	1	Tax Assessor/Collector
Dell OptiPlex 7040	H0B3PD2 WC 4836	1	Tax Assessor/Collector
Dell OptiPlex 7040	H2C6DD2 WC 5239	1	Tax Assessor/Collector
Dell OptiPlex 7040	C28JZC2 WC 1663	1	Tax Assessor/Collector

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 30-09-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Motorola USB jackbox enhanced
1. Manufacturer ID #:	740CPJ0624
1. Oracle Asset #:	n/a
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	6
2. Description:	MIP5000 gateway digital
2. Manufacturer ID #:	740CPJ0624, 740CNN0490, 740CKU0043, 740CPE0334, 740CQN0125, 740CHE1098
2. Oracle Asset #:	n/a
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	5
3. Description:	MIP5000 gateway digital
3. Manufacturer ID #:	740CNL0892, 740CNL0889, 740CNL0891, 740CNL0882, 740CNL0881
3. Oracle Asset #:	n/a
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	4
4. Description:	MIP5000 gateway digital
4. Manufacturer ID #:	740CPE00340, 740CPE0328, 740CPE0329, 740CPE0339
4. Oracle Asset #:	n/a
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Box of 50ohm PE cable
5. Manufacturer ID #	N/A
5. Oracle Asset #	n/a
5. Condition of Assets	Unknown
Transferring Department:	911 Communications
Transferring Department Contact Person:	Damaris Morales

Asset Status Change

Asset Status Change

Transferring Department Contact Phone Number:	5128648248
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kelly Luna 10/1/2020 3:53 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	11/3/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 30-09-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Portable scanner NEAT
1. Manufacturer ID #:	574F7C009001
1. Oracle Asset #:	n/a
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	4
2. Description:	Panasonic Power Supply w/computer bag
2. Manufacturer ID #:	n/a
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Tripplite KBM switch
3. Manufacturer ID #:	2429BATCB765700235
3. Oracle Asset #:	n/a
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	3
4. Description:	Smart technologies sympodium monitor MFG2009
4. Manufacturer ID #:	9AFP00558, 9EFP00222, 8KFP00326
4. Oracle Asset #:	n/a
4. Condition of Assets:	Unknown
Transferring Department:	911 Communications
Transferring Department Contact Person:	Damaris Morales
Transferring Department Contact Phone Number:	5128648248
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kelly Luna 10/1/2020 3:52 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff	✘

Asset Status Change

Asset Status Change

Signature:	
Purchasing Final Determination	Auction
Court Date:	11/3/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|thewtty@wilco.org - 18-09-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell 20 Inch Monitor
1. Manufacturer ID #:	MX-0HF-46634-76P-3WJL
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell 22 Inch Monitor
2. Manufacturer ID #:	CN-0F532H-71618-87I-AEZS-A01
2. Condition of Assets:	Working
3. Quantity (Mandatory):	3
3. Description:	Dell 22``` Inch Monitor
3. Manufacturer ID #:	N/A
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell 22 Inch Monitor
4. Manufacturer ID #:	CN-0FP04F-72872-35M-AGWS
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell 22 Inch Monitor
5. Manufacturer ID #	CN-0FP04F-72872-35M-AH4S
5. Condition of Assets	Working
Transferring Department:	911 Communications
Transferring Department Contact Person:	Trey Hewtty
Transferring Department Contact Phone Number:	512-864-8234
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kelly Luna 10/1/2020 3:51 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖

Asset Status Change

Asset Status Change

Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	11/3/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|thewtty@wilco.org - 18-09-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	22 inch DELL Monitor
1. Manufacturer ID #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	22 inch DELL Monitor
2. Manufacturer ID #:	CN-0FP04F-728782-35M-AJ4S
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	22 inch DELL Monitor
3. Manufacturer ID #:	CN-0FP0F4-72872-36L-DGKM
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	20 inch DELL Monitor
4. Manufacturer ID #:	MX-0HF730-46634-76Q-2H5L
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	20 inch DELL Monitor
5. Manufacturer ID #	CN-0F532H-71618-87I-087S-A01
5. Condition of Assets	Working
Transferring Department:	911 Communications
Transferring Department Contact Person:	Trey Hewtty
Transferring Department Contact Phone Number:	512-864-8234
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kelly Luna 10/1/2020 3:54 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖

Asset Status Change

Asset Status Change

Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	11/3/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|thewtty@wilco.org - 18-09-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	22 inch DELL Monitor
1. Manufacturer ID #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	5
2. Description:	DELL P2419H Montior Stand
2. Manufacturer ID #:	N/A
2. Condition of Assets:	Working
3. Quantity (Mandatory):	3
3. Description:	Fellowes Climate Control Foot Rest
3. Manufacturer ID #:	N/A
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	2
4. Description:	Toasty Toes Heated Foot Rest
4. Manufacturer ID #:	N/A
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	Logitech K330 Wireless Keyboard
5. Manufacturer ID #	1444SY00TGN8
5. Condition of Assets	Non-Working
Transferring Department:	911 Communications
Transferring Department Contact Person:	Trey Hewtty
Transferring Department Contact Phone Number:	512-864-8234
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kelly Luna 10/1/2020 3:53 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖

Asset Status Change

Asset Status Change

Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	11/3/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 30-09-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Cradlepoint talk switch
1. Manufacturer ID #:	MM130288100594
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	2
2. Description:	Talkswitch telephone system x2
2. Manufacturer ID #:	TS18484011010075 & TS18484011010076
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	5
3. Description:	Cisco routers
3. Manufacturer ID #:	CL7C6N804620, CL7C6N804638, CL7C6N804632, CL7C6N804626, CL7C6N804617
3. Oracle Asset #:	TRY TO PULL UP PO TO MATCH SN
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	AEA PK-232 radio port w/cables & parts
4. Manufacturer ID #:	54993
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Dodge Ram Center Console
5. Manufacturer ID #	N/A
5. Condition of Assets	Working
Transferring Department:	911 Communications
Transferring Department Contact Person:	Damaris Morales
Transferring Department Contact Phone Number:	5128648248
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kelly Luna 10/1/2020 3:53 PM
Transferring Department - Elected	✖

Asset Status Change

Asset Status Change

Official/Department Head/Authorized Staff Signature.:	
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	11/3/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 30-09-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	6
1. Description:	RADIO RACK SHELVES
1. Manufacturer ID #:	N/A
1. Condition of Assets:	Working
Transferring Department:	911 Communications
Transferring Department Contact Person:	Damaris Morales
Transferring Department Contact Phone Number:	5128648248
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kelly Luna 10/1/2020 3:51 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	11/3/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 02-10-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Spectra Engineering MX920 repeaters
1. Manufacturer ID #:	170811719, 170811721
1. Oracle Asset #:	LOOK AT PO FOR SN
1. Condition of Assets:	Unknown
Transferring Department:	911 Communications
Transferring Department Contact Person:	Damaris Morales
Transferring Department Contact Phone Number:	5128648248
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Thomas Piche 10/2/2020 9:43 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	11/3/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|andrew.sauceda@wilco.org - 15-10-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Keyboard KB212-B
1. Manufacturer ID #:	DP/N 0DJ454
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Microsoft Natural Ergonomic Keyboarad 4000
2. Manufacturer ID #:	7687605482885
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell P2213f LCD Monitor (No Stand)
3. Manufacturer ID #:	CN-0FP04F-72872-35I-AHFS
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Dell P2210t LCD Monitor (No Stand)
4. Condition of Assets:	Unknown
Transferring Department:	911 Communications
Transferring Department Contact Person:	Andrew Sauceda
Transferring Department Contact Phone Number:	512-864-8222
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kelly Luna 10/19/2020 12:19 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	11/3/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 22-10-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Samsung CLX3185 COLOR PRINTER (possibly w/ink)
1. Manufacturer ID #:	Z4RNBAIB600008T
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell 2300 MP projector
2. Manufacturer ID #:	Service tag 6DB8P51
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	NEC LT154 projectcor
3. Manufacturer ID #:	1300057NF mfg 3/2001
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Destroyit
4. Manufacturer ID #:	44068537
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	NuScan510
5. Manufacturer ID #	S1301000058
5. Condition of Assets	Unknown
Transferring Department:	911 Communications
Transferring Department Contact Person:	Damaris Morales
Transferring Department Contact Phone Number:	8648248
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Thomas Piche 10/22/2020 4:48 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖

Asset Status Change

Asset Status Change

Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	11/3/2020
Agenda Item:	25379

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|anabel.macias@wilco.org - 07-10-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP COLOR LASER 4700N
1. Manufacturer ID #:	JP8LC20760
1. Condition of Assets:	Working
Transferring Department:	County Auditor
Transferring Department Contact Person:	Julie Kiley
Transferring Department Contact Phone Number:	512-943-1552
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Julie Kiley 10/8/2020 10:09 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	11/3/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 12-10-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5289 Laptop
1. Manufacturer ID #:	F83BPN2
1. Condition of Assets:	Unknown
Transferring Department:	County Judge
Transferring Department Contact Person:	Melissa Goins
Transferring Department Contact Phone Number:	512-943-1577
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Melissa Goins 10/12/2020 3:48 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	11/3/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|tmaskunas@wilco.org - 07-10-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell PC-Tower
1. Manufacturer ID #:	5RCCV52
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell PC-Tower
2. Manufacturer ID #:	6J1Y5K2
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell PC-Tower
3. Manufacturer ID #:	G8KB8C2
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell PC-Tower
4. Manufacturer ID #:	G8JJ8C2
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Pc-Tower
5. Manufacturer ID #	88MO6K2
5. Condition of Assets	Working
Transferring Department:	District Clerk
Transferring Department Contact Person:	Teresa Maskunas
Transferring Department Contact Phone Number:	5129431212
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Teresa Maskunas 10/7/2020 5:01 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖

Asset Status Change

Asset Status Change

Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	11/3/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 30-09-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	4 PORT VIDEO SPLITTER
1. Manufacturer ID #:	201207070178
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	2
2. Description:	IOGEAR 2 PORT VIDEO SPLITTER
2. Manufacturer ID #:	Z3C3-045BA-0915, A1B3-133AB-0048
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	ICM Base Station IC Module (MSA)
3. Manufacturer ID #:	11101790
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	4
4. Description:	Old Monitor Stands
4. Manufacturer ID #:	n/a
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Wired mouse, CPU stand (1 ea)
5. Manufacturer ID #	n/a
5. Condition of Assets	Unknown
Transferring Department:	Emergency Management
Transferring Department Contact Person:	Damaris Morales
Transferring Department Contact Phone Number:	5128648248
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Michael Shoe 10/1/2020 8:16 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖

Asset Status Change

Asset Status Change

Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	11/3/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|james.persons@wilco.org - 15-10-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	7
1. Description:	Cardiac Science AED Trainer Model # 180-3011-001
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	HeartStart FRx AED Trainer
2. Condition of Assets:	Working
3. Quantity (Mandatory):	5
3. Description:	Laerdal AED Trainer 2 Model #94005001
3. Condition of Assets:	Working
4. Quantity (Mandatory):	4
4. Description:	Cardiac Science AED Trainer Model 180-5021-001
4. Condition of Assets:	Working
5. Quantity (Mandatory):	17
5. Description	Cardiac Science AED Training Pads
5. Condition of Assets	Working
Transferring Department:	Emergency Medical Services
Transferring Department Contact Person:	Jim Persons
Transferring Department Contact Phone Number:	512.943.3736
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Jeffrey Isbell 10/15/2020 3:11 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	11/3/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 12-10-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7070
1. Manufacturer ID #:	D07NHX1
1. Condition of Assets:	Unknown
Transferring Department:	Fleet Services
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kevin Teller 10/12/2020 12:12 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	11/3/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jsalazar@wilco.org - 13-10-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	CHAMPION COMPRESSOR, HR10D-25
1. Manufacturer ID #:	9264
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	CHAMPION AIR DRYER, 75NCDA200
2. Manufacturer ID #:	94631-1
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	CHAMPION COMPRESSOR, HR10D-25
3. Manufacturer ID #:	9291
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	CHAMPION AIR DRYER, 75NCDA200
4. Manufacturer ID #:	94631-2
4. Condition of Assets:	Non-Working
Transferring Department:	Fleet Services
Transferring Department Contact Person:	Ed Pospisil
Transferring Department Contact Phone Number:	5129433343
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Ed Pospisil 10/13/2020 1:09 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	11/3/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 12-10-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Precision T1700 WIlco#10324
1. Manufacturer ID #:	CL9DL02
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	2
2. Description:	Keyboards/Mice
2. Manufacturer ID #:	N/A
2. Condition of Assets:	Unknown
Transferring Department:	HazMat
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Hank Jones 10/12/2020 1:15 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	11/3/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 12-10-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Apple iPad - 16GB
1. Manufacturer ID #:	DLXFG6T1DFHW
1. Condition of Assets:	Unknown
Transferring Department:	Information Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 10/12/2020 12:16 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	11/3/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 12-10-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5289 Wilco #1795
1. Manufacturer ID #:	JZMWZM2
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude 5289 Wilco #1106
2. Manufacturer ID #:	4YQ9ZF2
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude 5289 Wilco #5160
3. Manufacturer ID #:	G6XPBH2
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude 3490 Wilco #11516
4. Manufacturer ID #:	5G91TW2
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Dell Latitude E6540 Wilco #4586
5. Manufacturer ID #	9TX7L12
5. Condition of Assets	Unknown
Transferring Department:	Information Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 10/12/2020 12:16 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖

Asset Status Change

Asset Status Change

Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	11/3/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 12-10-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5289 Wilco #9769
1. Manufacturer ID #:	JZXMNN2
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Laittude 5289 Wilco #9770
2. Manufacturer ID #:	8XXMNN2
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude 5289 Wilco #9772
3. Manufacturer ID #:	51YMNN2
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude 5289
4. Manufacturer ID #:	BNKMNN2
4. Condition of Assets:	Unknown
Transferring Department:	Magistrate Office
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Alexandra Gauthier 10/12/2020 3:18 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	11/3/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 09-10-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Lely Fertilizer Spreader
1. Manufacturer ID #:	384
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	QMC Industries Fertlizer Spreader
2. Manufacturer ID #:	000027
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Hoshizaki Ice Maker
3. Manufacturer ID #:	N17885D
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	John Deere Mower - Flail
4. Manufacturer ID #:	P00370X003594
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	2
5. Description	MI-T-M Pressure Washer
5. Manufacturer ID #	10191435, 15009352
5. Condition of Assets	Unknown
Transferring Department:	Parks
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Keith Geer 10/9/2020 2:50 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘

Asset Status Change

Asset Status Change

Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	11/3/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 09-10-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Echo Weedeater
1. Manufacturer ID #:	S73511028988, S73511029000, 5011697
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dewalt Pressure Washer
2. Manufacturer ID #:	1215766188 LT
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Homelite Pressure Washer
3. Manufacturer ID #:	EU12066D060149
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Dayton Pump, Trash, Gas
4. Manufacturer ID #:	561514
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Echo Blower
5. Manufacturer ID #	P09012090503
5. Condition of Assets	Unknown
Transferring Department:	Parks
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Keith Geer 10/9/2020 2:49 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖

Asset Status Change

Asset Status Change

Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	11/3/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 09-10-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Husky Air Compressor
1. Manufacturer ID #:	2316093297, 21569263
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Champion Shop Compressor
2. Manufacturer ID #:	DM010529
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	2
3. Description:	Stihl Blower
3. Manufacturer ID #:	502128198, 278269922
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	3
4. Description:	Stihl Chainsaw
4. Manufacturer ID #:	279309939, 277311990, 175076703
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	2
5. Description	Echo Pole Saw
5. Manufacturer ID #	E09912002755, no SN on second one
5. Condition of Assets	Unknown
Transferring Department:	Parks
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Keith Geer 10/9/2020 2:48 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖

Asset Status Change

Asset Status Change

Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	11/3/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jkocian@wilco.org - 14-10-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	DELL OPTIPLEX 7010
1. Manufacturer ID #:	CVT99Y1 W/C: 3749
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	DELL OPTIPLEX 7010
2. Manufacturer ID #:	1LYC842 W/C: 5224
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	DELL OPTIPLEX 7010
3. Manufacturer ID #:	CVW69Y1 W/C: 1652
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	DELL OPTIPLEX 7010
4. Manufacturer ID #:	CVV79Y1 W/C: 1653
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	DELL OPTIPLEX 7010
5. Manufacturer ID #	CVV99Y1 W/C: 50019
5. Condition of Assets	Working
Transferring Department:	Tax Assessor/Collector
Transferring Department Contact Person:	Judy Kocian
Transferring Department Contact Phone Number:	5129431954
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Matt Johnson 10/14/2020 4:00 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖

Asset Status Change

Asset Status Change

Receiving Department	Information Systems
Receiving Department Contact Person:	Tony Hill
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	11/3/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jkocian@wilco.org - 14-10-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	DELL OPTIPLEX 7040
1. Manufacturer ID #:	HOBYP52 W/C: 12148
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	DELL OPTIPLEX 7040
2. Manufacturer ID #:	C2BFZC2 W/C: 1657
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	DELL OPTIPLEX 7040
3. Manufacturer ID #:	H0B3PD2 W/C: 4836
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	DELL OPTIPLEZ 7040
4. Manufacturer ID #:	H0C6DD2 W/C: 5239
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	DELL OPTIPLEX 7040
5. Manufacturer ID #	C28JZC2 W/C: 1663
5. Condition of Assets	Working
Transferring Department:	Tax Assessor/Collector
Transferring Department Contact Person:	Judy Kocian
Transferring Department Contact Phone Number:	5129431954
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Matt Johnson 10/14/2020 3:59 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖

Asset Status Change

Asset Status Change

Receiving Department	Information Systems
Receiving Department Contact Person:	Tony Hill
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	11/3/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jkocian@wilco.org - 14-10-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	DELL OPTIPLEX 7040
1. Manufacturer ID #:	BJ82DD2
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	21 INCH MONITORS
2. Manufacturer ID #:	N/A
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	21 INCH MONITOR
3. Manufacturer ID #:	N/A
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	10
4. Description:	WIRED KEYBOARDS
4. Manufacturer ID #:	N/A
4. Condition of Assets:	Working
5. Quantity (Mandatory):	15
5. Description	WIRED MICE
5. Manufacturer ID #	N/A
5. Condition of Assets	Unknown
Transferring Department:	Tax Assessor/Collector
Transferring Department Contact Person:	Judy Kocian
Transferring Department Contact Phone Number:	5129431954
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Matt Johnson 10/14/2020 3:58 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖

Asset Status Change

Asset Status Change

Receiving Department	Information Systems
Receiving Department Contact Person:	Tony Hill
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	11/3/2020

Asset Status Change

Commissioners Court - Regular Session **5.**

Meeting Date: 11/03/2020

Assets for Transfer - October 2020 Monthly Report

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Inter-departmental Transfer for the period of 10/01/2020 through 10/31/2020.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Transfer - October 2020 Monthly Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/29/2020 09:45 AM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 09:53 AM
Form Started By: Randy Barker		Started On: 10/22/2020 09:27 AM
Final Approval Date: 10/29/2020		

October 2020 **MONTHLY REPORT** **Court Date:** **11/3/2020**

Williamson County - Assets for Transfer

Agenda #: **25380**

Item	Serial Number	Quantity	FROM DEPT.	TO DEPT.
Shelf Units		4	District Clerk	County Clerk

Asset Status Change

Title:	i:0#.f|membership|tmaskunas@wilco.org - 14-09-2020
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Shlef Unit(s)
1. Condition of Assets:	Working
Transferring Department:	District Clerk
Transferring Department Contact Person:	Teresa Maskunas
Transferring Department Contact Phone Number:	5129431212
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Teresa Maskunas 9/14/2020 10:22 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department	County Clerk
Receiving Department Contact Person:	Nancy Rister
Receiving Department Contact Phone Number:	943-1515
Receiving Department - Elected Official/Department Head/Authorized Staff:	Nancy Rister
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Nancy Rister 9/30/2020 2:40 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	11/3/2020

Asset Status Change

Commissioners Court - Regular Session **6.**

Meeting Date: 11/03/2020

V/E Assets for Auction 11.3.20

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including one (1) 2015 Chevrolet Tahoe, 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 11.3.20

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/29/2020 09:38 AM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 09:56 AM
Form Started By: Randy Barker		Started On: 10/22/2020 09:30 AM
Final Approval Date: 10/29/2020		

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	552 - Constable Pct 2
County VIN/Serial Number	1GNLC2EC4FR253952
Equipment/Door Number	2B1507
License Plate	1194212
Year	2015
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	105,201 miles
Elected Official/Department Head/Authorized Staff Digital Signature	✔ James Thomas 10/6/2020 12:57 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 10/13/2020 1:41 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 10/21/2020 11:39 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 10/21/2020 4:08 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 10/22/2020 7:57 AM

Commissioners Court - Regular Session **7.**

Meeting Date: 11/03/2020

Sale of Body Armor to Hutto ISD PD

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving an Interlocal Agreement between Williamson County and Hutto ISD Police Department for the sale of body armor in the amount of $100 and authorizing the execution of the agreement.

Background

A Williamson County Sheriff's Deputy is leaving the County and will be employed by Hutto ISD PD. Hutto ISD PD has asked to purchase her body armor from Williamson County. Body armor is fitted to each officer and purchasing new body armor is not as cost effective as selling a current one that fits. After the purchase has been made, the county no longer assumes warranty for the body armor. See attached ILA agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA with Hutto ISD PD

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/29/2020 09:58 AM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 10:01 AM
Form Started By: Randy Barker		Started On: 10/28/2020 12:12 PM
Final Approval Date: 10/29/2020		

INTERLOCAL COOPERATION AGREEMENT BETWEEN HUTTO ISD POLICE DEPARTMENT AND WILLIAMSON COUNTY, TEXAS, FOR SALE OF SURPLUS EQUIPMENT

RECITAL

This agreement ("Agreement") is an interlocal cooperation agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **Hutto ISD Police Department** (hereinafter "District"), acting herein by and through its governing body, and **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, also acting herein by and through its governing body. For the public purpose of promoting and ensuring public health and safety, the Parties hereby enter into this Agreement as follows:

1. Effective Date and Term

This Agreement 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 3 below.

2. Sale of Surplus Equipment

The County agrees to sell a used/surplus Body Armor Vest front plate serial # 170000371936 and back plate serial # 170000371935 (hereinafter "the equipment") **AS IS** with no warranties of any kind to the District for the sum of $100.00 made payable to "Williamson County" and paid pursuant the Texas Prompt Payment Act (referenced below):

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 District receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the District receives an invoice for the goods or services [in this case may be in the form of an e-mail]. Interest charges for any overdue payments shall be paid to 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.

It is understood and agreed that District shall be responsible for pick up and transportation costs to receive the equipment.

3. Termination

This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof prior to completion of the Agreement. In the event of termination, The District will remain liable for its pro rata share of services rendered and or goods actually received.

4. Notices

4.1. The Parties designate the following persons for receipt of notice:

If to Williamson County:
Name: Williamson County Judge
Address: 710 Main
Georgetown, TX 78626

If to Hutto ISD:
Name: William Edwards
Title: Chief of Police
Address: Hutto ISD Police Department
351 Carl Stern Dr
Hutto, TX 78634

4.2. The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

5. Miscellaneous

5.1. This is the complete agreement by and between the Parties on the subject matter of the Agreement. It supersedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Agreement.

5.2. This Agreement may be modified only by a writing duly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall

be binding on the Parties unless made in writing and duly executed by each of the Parties.

5.3. 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.

5.4. The Parties mutually agree to act in good faith in the performance of this agreement.

5.5. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

5.6. This agreement may not be assigned.

.

AGREED AND APPROVED;

WILLIAMSON COUNTY

By: _____ **Date:**_____
County Judge

HUTTO ISD POLICE DEPARTMENT

By: Celina Festival Thomas **Date:** 10/27/2020
Authorized District Representative

Commissioners Court - Regular Session **8.**

Meeting Date: 11/03/2020

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

Position Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Laura Drewry	10/29/2020 08:01 AM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 08:15 AM
Form Started By: Kayla Marek		Started On: 10/28/2020 05:05 PM
Final Approval Date: 10/29/2020		

Department	Position	Employee Number	Current Annual Salary	Merit%	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
911 Addressing Grant	IT Specialist II.0113.001100.	11407	$ 63,178.96	1.90%	$ 1,200.40	MERIT	13-Nov-20
911 Addressing Grant	IT Specialist I.0114.001100.Y	12546	$ 53,831.23	1.90%	$ 1,022.79	MERIT	13-Nov-20
911 Communications	Telecom Supervisor.0160.001100.	13260	$ 60,058.56	5.00%	$ 3,002.93	MERIT	13-Nov-20
911 Communications	TCO Specialist.0176.001100.	14377	$ 50,936.43	2.00%	$ 1,018.72	MERIT	13-Nov-20
911 Communications	Telecom Supervisor.0161.001100.	14057	$ 55,385.64	2.00%	$ 1,107.70	MERIT	13-Nov-20
Building Maintenance	Sr Office Admin II.1921.001100.	15237	$ 49,226.32	2.00%	$ 984.53	MERIT	13-Nov-20
Building Maintenance	Office Adm Bldg.0247.001100.	13361	$ 49,658.88	2.00%	$ 993.18	MERIT	13-Nov-20
Building Maintenance	HVAC Tech II.0225.001100.	14876	$ 39,727.29	2.00%	$ 794.55	MERIT	13-Nov-20
Building Maintenance	Asst Facilities Director.0236.001100.Y	4507	$ 70,446.48	2.00%	$ 1,408.93	MERIT	13-Nov-20
Building Maintenance	Project Manager V.0243.001100.	14729	$ 92,808.30	3.00%	$ 2,784.25	MERIT	13-Nov-20
Building Maintenance	HVAC Supervisor I.1630.001100.	12081	$ 59,232.16	2.00%	$ 1,184.64	MERIT	13-Nov-20
Building Maintenance	Electrician Journeyman I.0244.001100.	13462	$ 60,291.38	2.00%	$ 1,205.83	MERIT	13-Nov-20
Building Maintenance	Master Electrician.1724.001100.	13360	$ 71,809.40	2.00%	$ 1,436.19	MERIT	13-Nov-20
Building Maintenance	Jail Maint Tech I.0241.001100.	14675	$ 37,805.64	2.00%	$ 756.11	MERIT	13-Nov-20
Building Maintenance	Access Control Spvr I.0230.001100.	13369	$ 57,688.28	2.00%	$ 1,153.77	MERIT	13-Nov-20
Building Maintenance	General Maint Tech II.0229.001100.	13018	$ 41,668.56	2.00%	$ 833.37	MERIT	13-Nov-20
Building Maintenance	Jail Maintenance Tech II.0237.001100.	5630	$ 42,327.81	2.00%	$ 846.56	MERIT	13-Nov-20
Building Maintenance	Jail Maint Supervisor I.0227.001100.	12676	$ 51,837.50	2.00%	$ 1,036.75	MERIT	13-Nov-20
Building Maintenance	Contract Coordinator I.0224.001100.	14581	$ 61,420.58	2.00%	$ 1,228.41	MERIT	13-Nov-20
Building Maintenance	HVAC Tech II.0226.001100.	14959	$ 46,308.48	2.00%	$ 926.17	MERIT	13-Nov-20
Building Maintenance	Access Control Tech II.0232.001100.	13566	$ 42,043.81	2.00%	$ 840.88	MERIT	13-Nov-20
Building Maintenance	Projects Manager IV.1725.001100.	13445	$ 76,459.24	2.00%	$ 1,529.18	MERIT	13-Nov-20
Building Maintenance	General Maint Tech I.0240.001100.	15326	$ 36,400.00	2.00%	$ 728.00	MERIT	13-Nov-20
Building Maintenance	County Architect.1919.001100.	15249	$ 99,999.90	2.00%	$ 2,000.00	MERIT	13-Nov-20
Building Maintenance	Asst Facilities Director II.0223.001100.	14750	$ 75,548.46	2.00%	$ 1,510.97	MERIT	13-Nov-20
Building Maintenance	Project Manager II.0228.001100.	5038	$ 67,738.06	2.00%	$ 1,354.76	MERIT	13-Nov-20
Building Maintenance	Jail Maintenance Tech I.0235.001100.	14947	$ 38,333.84	2.00%	$ 766.68	MERIT	13-Nov-20
Building Maintenance	General Maint Tech II.1858.001100.N	14897	$ 42,324.86	2.00%	$ 846.50	MERIT	13-Nov-20
Building Maintenance	HVAC Tech II.0246.001100.	13585	$ 41,316.91	2.00%	$ 826.34	MERIT	13-Nov-20
Building Maintenance	HVAC Tech III.1857.001100.N	15384	$ 45,718.00	2.00%	$ 914.36	MERIT	13-Nov-20
Building Maintenance	Jail Maint Supervisor.0239.001100.Y	14599	$ 46,049.38	2.00%	$ 920.99	MERIT	13-Nov-20
Building Maintenance	General Maint Tech I.0238.001100.	13208	$ 39,641.24	2.00%	$ 792.82	MERIT	13-Nov-20

Building Maintenance	Jail Maintenance Tech II.0233.001100.	5874	$ 42,227.49	2.00%	$ 844.55	MERIT	13-Nov-20
Building Maintenance	Access Control Tech II.0234.001100.	13465	$ 40,184.73	2.00%	$ 803.69	MERIT	13-Nov-20
Building Maintenance	HVAC Tech I.0242.001100.	15281	$ 36,400.00	2.00%	$ 728.00	MERIT	13-Nov-20
Building Maintenance	Sr Director of Facilities.0245.001100.Y	12279	$ 122,920.20	2.00%	$ 2,458.30	MERIT	6-Nov-20
County Auditor	Accts Payable Auditor.0631.001100.	15419	$ 41,218.05	2.00%	$ 824.36	MERIT	6-Nov-20
Elections	Elections Administrator.0770.001100.	13442	$ 104,323.18	2.00%	$ 2,086.50	MERIT	6-Nov-20
Emergency Management	Emergency Mgmt Spec.0775.001100.	11210	$ 73,381.63	5.00%	$ 3,669.08	MERIT	13-Nov-20
Emergency Management	Emergency Mgmt Spec.1793.001100.	12828	$ 71,870.86	5.00%	$ 3,593.54	MERIT	13-Nov-20
HazMat	Assistant Fire Marshal.1811.001100.	15420	$ 78,454.48	5.00%	$ 3,922.72	MERIT	13-Nov-20
HUD CDBG	Comm Dev Administrator.0939.001100.	10291	$ 85,186.14	2.00%	$ 1,703.78	MERIT	6-Nov-20
Human Resources	HR Analyst.0006.001100.	14406	$ 50,000.08	1.20%	$ 600.00	MERIT	6-Nov-20
Human Resources	Sr Director of HR.0942.001100.	10959	$ 125,660.08	2.00%	$ 2,513.16	MERIT	6-Nov-20
Information Systems	Developer I.1722.001100.Y	13349	$ 74,863.10	0.30%	$ 224.59	MERIT	13-Nov-20
Information Systems	IT Manager.0960.001100.Y	10471	$ 87,009.26	0.30%	$ 261.02	MERIT	13-Nov-20
Infrastructure Department	Sr Dir of Infrastructure.0969.001100.	11852	$ 179,002.46	2.00%	$ 3,579.94	MERIT	6-Nov-20
Justice of the Peace 3	Court Clerk I.0094.001100.	15171	$ 33,139.39	0.50%	$ 165.69	MERIT	13-Nov-20
Justice of the Peace 4	Chief Court Administrator.1011.001100.	14893	$ 65,560.56	2.00%	$ 1,311.21	MERIT	13-Nov-20
Justice of the Peace 4	Court Clerk II.1717.001100.	14386	$ 34,126.48	2.00%	$ 682.53	MERIT	13-Nov-20
Justice of the Peace 4	Court Clerk II.1016.001100.	13959	$ 34,746.82	2.00%	$ 694.94	MERIT	13-Nov-20
Justice of the Peace 4	Court Clerk I.1018.001100.	14889	$ 37,344.20	2.00%	$ 746.88	MERIT	13-Nov-20
Justice of the Peace 4	Court Administrator I.1017.001100.	1909	$ 55,680.82	2.00%	$ 1,113.62	MERIT	13-Nov-20
Justice of the Peace 4	Court Clerk II.1008.001100.	14888	$ 39,245.44	2.00%	$ 784.91	MERIT	13-Nov-20
Justice of the Peace 4	Court Clerk II.1009.001100.	13398	$ 37,344.20	2.00%	$ 746.88	MERIT	13-Nov-20
Justice of the Peace 4	Court Clerk I.1013.001100.	14887	$ 33,828.37	2.00%	$ 676.57	MERIT	13-Nov-20
Justice of the Peace 4	Court Clerk I.1015.001100.	15069	$ 32,473.21	2.00%	$ 649.46	MERIT	13-Nov-20
Justice of the Peace 4	Senior Court Clerk.1014.001100.	4008	$ 41,218.07	2.00%	$ 824.36	MERIT	13-Nov-20
Justice of the Peace 4	Court Administrator II.1010.001100.	12162	$ 66,253.98	2.00%	$ 1,325.08	MERIT	13-Nov-20
Justice of the Peace 4	Court Clerk II.1012.001100.	13958	$ 35,087.48	2.00%	$ 701.75	MERIT	13-Nov-20
Juvenile Grant	Juv Supervision Offcr I.1027.001100.	15196	$ 36,533.95	2.00%	$ 730.68	MERIT	20-Nov-20
Juvenile Services	Court & Field Svc Director.1144.001100.	10762	$ 84,870.24	1.00%	$ 848.64	MERIT	6-Nov-20
Juvenile Services	Juvenile Facility Director.1089.001100.	12814	$ 78,144.30	3.00%	$ 2,344.42	MERIT	6-Nov-20
Purchasing	Purchasing Agent.1215.001100.	14114	$ 108,867.72	2.00%	$ 2,177.24	MERIT	6-Nov-20
Tax Assessor/Collector	PT Tax Specialist II.9974.001101.	15256	$ 34,126.48	1.22%	$ 417.72	MERIT	6-Nov-20
Tax Assessor/Collector	Senior Tax Specialist.1462.001100.	12052	$ 45,548.36	2.30%	$ 1,047.61	MERIT	6-Nov-20

Tax Assessor/Collector	Office Spec Sr Aut.1461.001100.	11627	$ 43,663.28	2.30%	$ 1,004.26	MERIT	6-Nov-20
Tax Assessor/Collector	PT Tax Specialist I.9970.001101.	15114	$ 32,473.21	1.09%	$ 353.57	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Accounting Spec I.1464.001100.	14412	$ 34,613.20	2.30%	$ 796.10	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Specialist II.1486.001100.	14619	$ 34,126.48	2.30%	$ 784.91	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Specialist II.1703.001100.	13624	$ 34,126.48	2.30%	$ 784.91	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Specialist II.1451.001100.	14621	$ 34,979.63	2.30%	$ 804.53	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Specialist II.1438.001100.	12856	$ 38,727.50	2.30%	$ 890.73	MERIT	6-Nov-20
Tax Assessor/Collector	Ch Dep Tax.1433.001100.	14169	$ 86,993.66	2.00%	$ 1,739.87	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Specialist II.1435.001100.	14424	$ 34,126.48	1.25%	$ 426.58	MERIT	6-Nov-20
Tax Assessor/Collector	Office Adm Tax.1457.001100.	12181	$ 48,246.85	2.30%	$ 1,109.68	MERIT	6-Nov-20
Tax Assessor/Collector	Information Services Mngr.1471.001100.	11319	$ 50,011.26	2.00%	$ 1,000.22	MERIT	6-Nov-20
Tax Assessor/Collector	Accounting Manager.1426.001100.	3745	$ 69,932.20	2.00%	$ 1,398.64	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Specialist II.1911.001100.	15421	$ 34,126.48	1.00%	$ 341.26	MERIT	6-Nov-20
Tax Assessor/Collector	PT Tax Specialist I.9981.001101.	14819	$ 32,473.21	1.67%	$ 541.42	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Specialist II.1719.001100.	15428	$ 34,126.48	1.00%	$ 341.26	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Specialist II.1440.001100.	5124	$ 44,762.04	2.30%	$ 1,029.53	MERIT	6-Nov-20
Tax Assessor/Collector	Asst Mgr.1443.001100.	13338	$ 39,201.43	1.75%	$ 686.02	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Specialist II.1442.001100.	13353	$ 35,550.40	1.75%	$ 622.13	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Specialist II.1445.001100.	14923	$ 34,126.48	2.30%	$ 784.91	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Specialist I.1807.001100.	14804	$ 32,473.21	2.30%	$ 746.88	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Specialist II.1449.001100.	15067	$ 34,126.48	1.75%	$ 597.21	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Specialist I.1427.001100.	10784	$ 44,762.00	2.30%	$ 1,029.53	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Clerk.1853.001100.	13930	$ 34,283.02	2.30%	$ 788.51	MERIT	6-Nov-20
Tax Assessor/Collector	Property Tax Manager.1465.001100.	4548	$ 62,128.30	2.00%	$ 1,242.57	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Specialist II.1439.001100.	14502	$ 34,126.48	2.30%	$ 784.91	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Accounting Spec I.1428.001100.	14182	$ 35,305.48	2.30%	$ 812.03	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Specialist II.1487.001100.	10410	$ 44,762.04	2.30%	$ 1,029.53	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Specialist I.1429.001100.	11274	$ 43,757.11	2.30%	$ 1,006.41	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Specialist II.1463.001100.	15484	$ 34,132.80	0.15%	$ 51.19	MERIT	6-Nov-20
Tax Assessor/Collector	Asst Mgr.1444.001100.	12700	$ 41,864.60	2.30%	$ 962.89	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Specialist II.1698.001100.	15117	$ 34,126.48	1.37%	$ 468.31	MERIT	6-Nov-20
Tax Assessor/Collector	Senior Tax Specialist.1453.001100.	1072	$ 47,035.04	2.30%	$ 1,081.83	MERIT	6-Nov-20
Tax Assessor/Collector	Senior Tax Specialist.1466.001100.	10785	$ 43,977.75	2.30%	$ 1,011.49	MERIT	6-Nov-20
Tax Assessor/Collector	MV Office Asst Mgr.1454.001100.	10242	$ 49,410.73	2.30%	$ 1,136.45	MERIT	6-Nov-20

Tax Assessor/Collector	Tax Specialist II.1448.001100.	11208	$ 42,097.16	2.30%	$ 968.23	MERIT	6-Nov-20
Tax Assessor/Collector	Senior Tax Specialist.1762.001100.	13791	$ 37,650.97	2.20%	$ 827.59	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Annex Mgr.1455.001100.	4246	$ 53,559.22	2.00%	$ 1,071.19	MERIT	6-Nov-20
Tax Assessor/Collector	Accounting Specialist SR.1447.001100.	12396	$ 46,328.55	2.30%	$ 1,065.56	MERIT	6-Nov-20
Tax Assessor/Collector	MV Office Asst Mgr.1456.001100.	3491	$ 49,410.73	2.00%	$ 988.21	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Specialist I.1431.001100.	13870	$ 34,956.42	2.30%	$ 804.00	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Specialist II.1806.001100.	14509	$ 34,126.48	2.30%	$ 784.91	MERIT	6-Nov-20
Tax Assessor/Collector	Office Mgr TaxSub.1458.001100.	13504	$ 47,761.74	2.30%	$ 1,098.52	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Accounting Spec 1.1468.001100.	12088	$ 35,809.01	2.30%	$ 823.61	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Specialist II.1910.001100.	15200	$ 34,126.48	1.75%	$ 597.21	MERIT	6-Nov-20
Tax Assessor/Collector	Sr Dir of Motor Vehicles.1432.001100.	2338	$ 85,186.14	2.00%	$ 1,703.72	MERIT	6-Nov-20
Tax Assessor/Collector	Office Mgr TaxSub.1460.001100.	3374	$ 57,364.84	2.00%	$ 1,147.30	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Accounting Spec I.1436.001100.	3588	$ 40,251.68	2.30%	$ 925.79	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Specialist II.1450.001100.	12380	$ 39,295.94	1.75%	$ 687.68	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Specialist II.1441.001100.	15113	$ 34,126.48	2.30%	$ 784.91	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Specialist II.1909.001100.	15383	$ 34,126.48	1.00%	$ 341.26	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Apps Specialist.1434.001100.	4787	$ 57,364.88	2.30%	$ 1,319.39	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Specialist I.1430.001100.	14385	$ 32,789.02	2.30%	$ 754.15	MERIT	6-Nov-20
Tax Assessor/Collector	Senior Tax Specialist.1446.001100.	14336	$ 37,650.97	2.25%	$ 846.03	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Specialist II.1452.001100.	4599	$ 44,762.04	2.30%	$ 1,029.53	MERIT	6-Nov-20
Tax Assessor/Collector	Tax Specialist II.1469.001100.	10122	$ 42,146.40	1.75%	$ 737.56	MERIT	6-Nov-20
Tax Assessor/Collector	Office Mgr TaxSub.1459.001100.	4161	$ 53,043.12	2.00%	$ 1,060.88	MERIT	6-Nov-20
Tax Assessor/Collector	Senior Tax Specialist.1467.001100.	11521	$ 49,859.49	2.30%	$ 1,146.77	MERIT	6-Nov-20
Veteran Services	Admin Specialist.1614.001100.	14710	$ 33,071.40	2.00%	$ 661.43	MERIT	13-Nov-20
Veteran Services	Asst Veterans Serv Ofcr I.1709.1100.	13372	$ 46,792.66	2.00%	$ 935.85	MERIT	13-Nov-20
Veteran Services	Asst Veterans Serv Ofcr.1613.001100.	12741	$ 40,756.50	2.00%	$ 815.13	MERIT	13-Nov-20
Veteran Services	Asst Veterans Serv Ofcr I.1612.001100.	14256	$ 40,958.22	2.00%	$ 819.16	MERIT	13-Nov-20
Veteran Services	Dir of Veterans Svcs V.1615.001100.	12993	$ 66,250.08	2.00%	$ 1,324.96	MERIT	6-Nov-20
Wmsn Co Conservation Fund	Trail / Preserve Steward.1728.001100.	11676	$ 39,522.89	1.80%	$ 711.41	MERIT	6-Nov-20

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0509	001100	2,458.30	
01	0100	0509	002010	188.06	
01	0100	0509	002020	357.93	
01	0100	0492	001100	2,086.50	
01	0100	0492	002010	159.62	
01	0100	0492	002020	303.79	
01	0100	0402	001100	2,513.16	
01	0100	0402	002010	192.26	
01	0100	0402	002020	365.92	
01	0100	0215	001100	3,579.94	
01	0100	0215	002010	273.87	
01	0100	0215	002020	521.24	
01	0100	0494	001100	2,177.24	
01	0100	0494	002010	166.56	
01	0100	0494	002020	317.01	
01	0100	0405	001100	4,556.54	
01	0100	0405	002010	348.58	
01	0100	0405	002020	663.43	
01	0100	8001	001130		17,371.68
01	0100	8001	002010		1,328.95
01	0100	8001	002020		2,529.32
01	0100	0581	001100	5,129.35	
01	0100	0581	002010	392.40	
01	0100	0581	002020	746.83	
01	0100	0541	001100	7,262.62	
01	0100	0541	002010	555.59	
01	0100	0541	002020	1,057.44	
01	0100	0542	001100	3,922.72	
01	0100	0542	002010	300.09	
01	0100	0542	002020	571.15	
01	0100	8004	001130		16,314.69
01	0100	8004	002010		1,248.08
01	0100	8004	002020		2,375.42
01	0100	0499	001100	49,856.89	
01	0100	0499	001101	1,312.71	
01	0100	0499	001130		51,169.60
01	0100	0402	001100	600.00	
01	0100	0402	001130		600.00
01	0100	0453	001100	165.69	
01	0100	0453	001130		165.69
01	0100	0454	001100	10,258.19	
01	0100	0454	001130		10,258.19
01	0100	0495	001100	824.36	
01	0100	0495	001130		824.36
01	0100	0509	001100	32,980.96	

01	0100	0509	001130		32,980.96	
01	0100	0576	001100	3,923.74		
01	0100	0576	001130		3,923.74	
01	0100	0510	001100	284.56		
01	0100	0510	001130		284.56	
01	0508	0508	001100	426.85		
01	0508	0508	001130		426.85	
01	0100	0576	001100		814.23	LIT 10.1.20 Reversal - Merit not given per Payroll
01	0100	0576	001130	814.23		LIT 10.1.20 Reversal - Merit not given per Payroll
01	0100	0540	001100		1,527.25	LIT 10.1.20 Reversal - Merit not given per Payroll
01	0100	0540	002010		116.83	LIT 10.1.20 Reversal - Merit not given per Payroll
01	0100	0540	002020		222.37	LIT 10.1.20 Reversal - Merit not given per Payroll
01	0100	8004	001130	1,527.25		LIT 10.1.20 Reversal - Merit not given per Payroll
01	0100	8004	002010	116.83		LIT 10.1.20 Reversal - Merit not given per Payroll
01	0100	8004	002020	222.37		LIT 10.1.20 Reversal - Merit not given per Payroll

Department	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0576-Juv Svcs	1047	14417	$61,271.60	N/A	$72,726.94	$68,107.48	$4,619.46	N/A	Reallocation of position budget to facilitate internal promotion to include a salary increase as allowed by policy. Surplus salary moving to PCN 1038	11/6/2020
0576-Juv Svcs	1038	vacant	N/A	N/A	$54,880.65	$59,500.11	N/A	$4,619.48	Reallocation of position budget to facilitate internal promotion to include a salary increase of 4.73% as allowed by policy. Surplus salary from PCN 1047	11/6/2020
0545-Animal Svcs	0205	15470	$25,392.10	N/A	$28,277.58	$27,767.58	$510.00	N/A	Reallocation of position budget to facilitate internal transfer (PT to FT) to keep salary same, as allowed by policy. Surplus salary moving to PCN 1839	11/6/2020
0545-Animal Svcs	1839	vacant	N/A	N/A	$25,396.80	$25,906.80	N/A	$510.00	Reallocation of position budget to facilitate internal transfer (PT to FT) to keep salary same, as allowed by policy. Surplus salary from PCN 0205	11/6/2020
0540-Emergency Medical Services	0798	12821	$46,841.60	N/A	$63,356.01	$61,338.41	$2,017.60	N/A	Reallocation of position budget to facilitate internal transfer as allowed by policy. Surplus salary moving to PCN 0800	11/13/2020
0540-Emergency Medical Services	0800	vacant	N/A	N/A	$49,774.40	$51,792.00	N/A	$2,017.60	Reallocation of position budget to facilitate internal transfer as allowed by policy. Surplus salary from PCN 0800	11/13/2020

0591 - Wilco PreTrial Services	1706	vacant	N/A	N/A	$38,617.05	$35,000.00	$3,617.05	N/A	Reallocation of position budget to facilitate internal promotions and external hire. Surplus salary moving to PCNs 1212, 1952, 1953, 1954 and 1955.	11/13/2020
0591 - Wilco PreTrial Services	0189	vacant	N/A	N/A	$47,035.87	$40,153.12	$6,882.75	N/A	Reallocation of position budget to facilitate internal promotions and external hire. Surplus salary moving to PCNs 1212, 1952, 1953, 1954 and 1955.	11/13/2020
0591 - Wilco PreTrial Services	1212	vacant	N/A	N/A	$39,359.26	$39,554.05	N/A	$194.79	Reallocation of position budget to facilitate internal promotions and external hire. Surplus salary from PCNs 1706, 0189	11/13/2020
0591 - Wilco PreTrial Services	1952	vacant	N/A	N/A	$39,554.05	$48,035.87	N/A	$8,481.82	Reallocation of position budget to facilitate internal promotions and external hire. Surplus salary from PCNs 1706, 0189	11/13/2020
0591 - Wilco PreTrial Services	1953	vacant	N/A	N/A	$39,554.05	$40,161.78	N/A	$607.73	Reallocation of position budget to facilitate internal promotions and external hire. Surplus salary from PCNs 1706, 0189	11/13/2020
0591 - Wilco PreTrial Services	1954	vacant	N/A	N/A	$39,554.05	$40,161.78	N/A	$607.73	Reallocation of position budget to facilitate internal promotions and external hire. Surplus salary from PCNs 1706, 0189	11/13/2020

0591 - Wilco PreTrial Services	1955	vacant	N/A	N/A	$39,554.05	$40,161.78	N/A	$607.73	Reallocation of position budget to facilitate internal promotions and external hire. Surplus salary from PCNs 1706, 0189	11/13/2020

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **9.**

Meeting Date: 11/03/2020

Justice of the Peace 3 September 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, September 2020 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP#3 September 2020 CCP 103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/27/2020 02:45 PM
Form Started By: Mary Alcala		Started On: 10/27/2020 02:11 PM
Final Approval Date: 10/27/2020		

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 September, 2020.

JUSTICE COURT PRECINCT 3 TEXAS WILLIAMSON COUNTY, TEXAS

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 07 day of OCTOBER 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: **09/01/2020 - 09/30/2020** 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	3,312.75
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	3,940.00
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	650.00
	0100 - General Fund Total:	**7,902.75**
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	1,300.00
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	780.00
	0399 - State Agency Fund Total:	**2,080.00**
	Fee Totals for All Funds:	**9,982.75**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **09/01/2020 - 09/30/2020** 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	30.00	5	0.00	0	0.00	0	30.00	5
CCOP	Civil Copies	8.25	7	0.00	0	0.00	0	8.25	7
CERT	Certified Copy	9.50	2	0.00	0	0.00	0	9.50	2
CONT3	Constable Service Fee Pct #3	3,640.00	41	0.00	0	0.00	0	3,640.00	41
EFF	Electronic Filing Fee	1,300.00	130	0.00	0	0.00	0	1,300.00	130
ISF	Indigent Legal Services Fee	780.00	130	0.00	0	0.00	0	780.00	130
JCF	Civil Filing Fee	3,225.00	129	0.00	0	0.00	0	3,225.00	129
JCTF	Judicial/Court Training Fee Due to State	650.00	130	0.00	0	0.00	0	650.00	130
SCFF	Small Claims Filing Fee	25.00	1	0.00	0	0.00	0	25.00	1
WGAR	Writ of Garnishment	10.00	2	0.00	0	0.00	0	10.00	2
WPOSS	Writ of Possession	5.00	1	0.00	0	0.00	0	5.00	1
WSF3	JP3 - Writ Service Fee	300.00	2	0.00	0	0.00	0	300.00	2

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	9,982.75	580	0.00	0	0.00	0	9,982.75	580

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **09/01/2020 - 09/30/2020** 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		
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	3,108.20
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	1,014.05
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	253.28
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	2,087.66
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	1,216.04
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	65,577.43
01-0100-0000-370500 - Miscellaneous Revenue	L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	2.00
	0100 - General Fund Total:	**73,258.66**
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	274.06
	0361 - JP Security Fund Total:	**274.06**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	25.00
	0365 - Child Safety Fund Total:	**25.00**
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	328.92
	0367 - JP-3 Truancy Program Fund Total:	**328.92**
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	271.14
	0372 - Justice Court Technology Fund Total:	**271.14**

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **09/01/2020 - 09/30/2020** 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	113.56
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	2,728.53
01-0399-0000-208170 - FA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208170: 01-0399-0000-208170 - Fugitive Apprehension	5.00
01-0399-0000-208180 - JCD FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208180: 01-0399-0000-208180 - Juvenile Crime & Delinquency Fee	0.25
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	271.15
01-0399-0000-208300 - CVC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208300: 01-0399-0000-208300 - Crime Victim Compensation Act	15.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	406.77
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	377.77
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	4.34
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	615.93
01-0399-0000-208500 - JCPT FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208500: 01-0399-0000-208500 - Judicial Court Personnel Training	2.00
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	135.65
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	188.97
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	1,147.42
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	1,836.50
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	141.00
	0399 - State Agency Fund Total:	**7,989.84**
	Fee Totals for All Funds:	**82,147.62**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **09/01/2020 - 09/30/2020** 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	5.00	1	0.00	0	0.00	0	5.00	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	209.87	59	0.00	0	0.00	0	209.87	59
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	138.70	31	0.00	0	0.00	0	138.70	31
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	2,728.53	92	0.00	0	0.00	0	2,728.53	92
CFINE	County Fine	65,577.43	565	0.00	0	0.00	0	65,577.43	565
CHS	Courthouse Security Fee (CCP 102.017)	206.28	90	0.00	0	0.00	0	206.28	90
CHSJC	JP Security Fee (CCP 102.017)	67.78	89	0.00	0	0.00	0	67.78	89
CJS	Criminal Judicial Support Fee (LGC 103.105)	1.20	2	0.00	0	0.00	0	1.20	2
COLLFEE	Collection Agency Fee	3,108.20	52	0.00	0	0.00	0	3,108.20	52
CSSF	Child Safety School Fee (CCP 102.014(c))	25.00	1	0.00	0	0.00	0	25.00	1
CVC	Crime Victims Fee	15.00	1	0.00	0	0.00	0	15.00	1
DDF	Deferred Disposition Fee	1,938.00	15	0.00	0	0.00	0	1,938.00	15
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	56.19	9	0.00	0	0.00	0	56.19	9
FA	Fugitive Apprehension	5.00	1	0.00	0	0.00	0	5.00	1
FNTC1	Child Safety Seat Fine Trauma Center	188.97	4	0.00	0	0.00	0	188.97	4
IDF	Indigent Defense Fee (LGC 133.107)	135.65	89	0.00	0	0.00	0	135.65	89
JCD	Juvenile Crime & Delinquency	0.25	1	0.00	0	0.00	0	0.25	1
JCPT	Judicial Court Personnel	2.00	1	0.00	0	0.00	0	2.00	1
JCTF	Justice Court Technology Fee (CCP 102.0173)	271.14	90	0.00	0	0.00	0	271.14	90
JFR	Jury Reimbursement Fee (CCP 102.0045)	271.15	90	0.00	0	0.00	0	271.15	90
JTP	Juvenile Truancy Program (CCP 102.0174)	328.92	88	0.00	0	0.00	0	328.92	88
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	56.78	78	0.00	0	0.00	0	56.78	78
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	56.78	78	0.00	0	0.00	0	56.78	78
JUSFC	Judicial Support Fund - County (LGC 133.105)	39.48	86	0.00	0	0.00	0	39.48	86
JUSFS	Judicial Support Fund - State (LGC 133.105)	366.09	90	0.00	0	0.00	0	366.09	90
LT10	Overpayments < $10	2.00	1	0.00	0	0.00	0	2.00	1
MVF	Moving Violation Fee (CCP 102.022)	4.34	58	0.00	0	0.00	0	4.34	58
OMNI	OMNI Fee	229.48	48	0.00	0	0.00	0	229.48	48
OMNIC	OMNI Fee - County	152.99	48	0.00	0	0.00	0	152.99	48
OMNIS	OMNI Fee - State	764.95	48	0.00	0	0.00	0	764.95	48

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **09/01/2020 - 09/30/2020** 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
OPAY	Over Payments > $10	10.00	1	0.00	0	0.00	0	10.00	1
SFC3	Service/Arrest Fee - Const. 3	20.00	5	0.00	0	0.00	0	20.00	5
SFMCWV	State Fine - Motor Carrier Weight Violation	1,836.50	8	0.00	0	0.00	0	1,836.50	8
STF	State Traffic Fee (TC 542.4031)	615.93	29	0.00	0	0.00	0	615.93	29
TP	Time Payment Fee	25.00	1	0.00	0	0.00	0	25.00	1
TPC	Time Payment Fee - County	52.14	8	0.00	0	0.00	0	52.14	8
TPS	Time Payment Fee - State	63.86	14	0.00	0	0.00	0	63.86	14
TPWF	Texas P&W Fine	1,014.05	11	0.00	0	0.00	0	1,014.05	11
UFA	Uniform Traffic Act (TC 542.403)	83.47	39	0.00	0	0.00	0	83.47	39
WARC3	Warrant Fee - Constable Pct. 3	1,191.04	32	0.00	0	0.00	0	1,191.04	32
WCSO	Williamson County Sheriff	114.58	4	0.00	0	0.00	0	114.58	4
WFDPS	Warrant Fee - DPS	167.90	4	0.00	0	0.00	0	167.90	4
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		82,147.62	2,062	0.00	0	0.00	0	82,147.62	2,062

Commissioners Court - Regular Session **10.**

Meeting Date: 11/03/2020

Justice of the Peace 4 September 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, September 2020 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM SEPT 2020

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/29/2020 10:58 AM
Form Started By: Veronica Bolander		Started On: 10/29/2020 10:44 AM
Final Approval Date: 10/29/2020		

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 September 2020.

Stacy Hackenberg

Digitally signed by Stacy Hackenberg
Date: 2020.10.21 11:43:32 -05'00'

STACY HACKENBERG
JUSTICE OF THE PEACE
PRECINCT FOUR

JUSTICE COURT PRECINCT 4
WILLIAMSON COUNTY, TEXAS

Payment Report - Transaction/Adjustment Detail

Transaction Date: **09/01/2020 - 09/30/2020** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

Final Totals		Fee Totals	Transaction Totals
Total Payments		**17,755.25**	**17,755.25**
Total Adjustments Impacting Payments		**0.00**	**0.00**
Final Fee Code Totals		**17,755.25**	**17,755.25**
Tender **Method Summary**			
Tender Types	Cashier's Check	0.00	0.00
	Certified Payments Credit Card	7,518.25	7,518.25
	Check	702.00	702.00
	E-File Credit Card	8,315.00	8,315.00
	Money Order	1,220.00	1,220.00

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **09/01/2020 - 09/30/2020** 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	60.00
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-4-01-0100-0000-209600: 01-0100-0000-209600 - Fines Due to TX Parks Wildlife	160.00
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	3,824.96
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	2,510.00
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	180.96
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	59.46
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	3,144.09
01-0100-0000-370500 - Miscellaneous Revenue	L-004-4-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	0.75
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	700.00
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	507.02
	0100 - General Fund Total:	**11,147.24**
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	14.11
	0361 - JP Security Fund Total:	**14.11**
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	17.63
	0369 - JP-4 Truancy Program Fund Total:	**17.63**
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	14.09
	0372 - Justice Court Technology Fund Total:	**14.09**

Payment Report - G/L and Fund Summary

Transaction Date: **09/01/2020 - 09/30/2020** 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	1,400.00
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	7.05
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	141.05
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	2,245.39
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	14.11
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	21.16
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	89.10
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-4-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.10
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	1,471.51
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	7.05
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	840.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	200.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-4-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	25.66
	0399 - State Agency Fund Total:	**6,462.18**
JP BOND		
01-0100-0000-207008 - JP4 Bond Liability Account	L-004-4-01-02-00002: JP4 Registry Bond Account Liability	100.00
	JP BOND Total:	**100.00**
	Fee Totals for All Funds:	**17,755.25**

Payment Report - Fee Code Summary

Transaction Date: **09/01/2020 - 09/30/2020** 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
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	15.00	3	0.00	0	0.00	0	15.00	3
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	82.50	18	0.00	0	0.00	0	82.50	18
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	81.63	17	0.00	0	0.00	0	81.63	17
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	2,245.39	40	0.00	0	0.00	0	2,245.39	40
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)	507.02	40	0.00	0	0.00	0	507.02	40
2020LTF	Local Traffic Fine (TC 542.403)	85.30	31	0.00	0	0.00	0	85.30	31
2020STF	State Traffic Fine (TC 542.4031)	1,421.51	31	0.00	0	0.00	0	1,421.51	31
2020TPF	Time Payment Fee CCP 102.030	56.96	6	0.00	0	0.00	0	56.96	6
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
AC	Autopsy Copies	5.00	1	0.00	0	0.00	0	5.00	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFPW	Arrest Fee - Texas P&W (CCP 102.011)	1.60	1	0.00	0	0.00	0	1.60	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	6.03	2	0.00	0	0.00	0	6.03	2
CB	Cash Bond	100.00	3	0.00	0	0.00	0	100.00	3
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	141.05	5	0.00	0	0.00	0	141.05	5
CCOP	Civil Copies	1.25	1	0.00	0	0.00	0	1.25	1
CERT	Certified Copy	9.75	1	0.00	0	0.00	0	9.75	1
CFINE	County Fine	3,144.09	29	0.00	0	0.00	0	3,144.09	29
CHS	Courthouse Security Fee (CCP 102.017)	10.58	5	0.00	0	0.00	0	10.58	5
CHSJC	JP Security Fee (CCP 102.017)	3.53	5	0.00	0	0.00	0	3.53	5
CJS	Criminal Judicial Support Fee (LGC 103.105)	15.16	4	0.00	0	0.00	0	15.16	4
COLLFEE	Collection Agency Fee	60.00	1	0.00	0	0.00	0	60.00	1
CONT4	Constable Service Fee Pct #4	1,610.00	21	0.00	0	0.00	0	1,610.00	21
COPIES	Certified Copies	6.00	3	0.00	0	0.00	0	6.00	3
EFF	Electronic Filing Fee	1,400.00	142	0.00	0	0.00	0	1,400.00	142
IDF	Indigent Defense Fee (LGC 133.107)	7.05	5	0.00	0	0.00	0	7.05	5
ISF	Indigent Legal Services Fee	840.00	142	0.00	0	0.00	0	840.00	142

Payment Report - Fee Code Summary

Transaction Date: **09/01/2020 - 09/30/2020** 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**
JCF	Civil Filing Fee	3,475.00	141	0.00	0	0.00	0	3,475.00	141
JCTF	Judicial/Court Training Fee Due to State	700.00	142	0.00	0	0.00	0	700.00	142
JCTF	Justice Court Technology Fee (CCP 102.0173)	14.09	5	0.00	0	0.00	0	14.09	5
JFR	Jury Reimbursement Fee (CCP 102.0045)	14.11	5	0.00	0	0.00	0	14.11	5
JTP	Juvenile Truancy Program (CCP 102.0174)	17.63	5	0.00	0	0.00	0	17.63	5
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	1.00	1	0.00	0	0.00	0	1.00	1
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	1.00	1	0.00	0	0.00	0	1.00	1
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
JUSFC	Judicial Support Fund - County (LGC 133.105)	0.60	1	0.00	0	0.00	0	0.60	1
JUSFS	Judicial Support Fund - State (LGC 133.105)	5.40	1	0.00	0	0.00	0	5.40	1
LT10	Overpayments < $10	0.75	1	0.00	0	0.00	0	0.75	1
MVF	Moving Violation Fee (CCP 102.022)	0.10	1	0.00	0	0.00	0	0.10	1
SCFF	Small Claims Filing Fee	25.00	1	0.00	0	0.00	0	25.00	1
SFMCWV	State Fine - Motor Carrier Weight Violation	200.00	1	0.00	0	0.00	0	200.00	1
STFS	State Traffic Fine Due To State (HB2048)	50.00	1	0.00	0	0.00	0	50.00	1
TFC	Traffic	3.00	1	0.00	0	0.00	0	3.00	1
TP	Time Payment Fee	13.16	2	0.00	0	0.00	0	13.16	2
TPC	Time Payment Fee - County	2.50	1	0.00	0	0.00	0	2.50	1
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	5.05	4	0.00	0	0.00	0	5.05	4
TPS	Time Payment Fee - State	12.50	1	0.00	0	0.00	0	12.50	1
TPWF	Texas P&W Fine	160.00	2	0.00	0	0.00	0	160.00	2
WARC4	Warrant Fee - Constable Pct. 4	165.96	2	0.00	0	0.00	0	165.96	2
WPOSS	Writ of Possession	30.00	6	0.00	0	0.00	0	30.00	6
WSF4	JP4 - Writ Service Fee	900.00	6	0.00	0	0.00	0	900.00	6
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		17,755.25	899	0.00	0	0.00	0	17,755.25	899

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 09/01/2020-09/30/2020

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$507.02	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$177.46		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$181.08		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$144.86		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$3.62		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	$507.02	$507.02			100.000000%
Collected	$507.02				

Commissioners Court - Regular Session **11.**

Meeting Date: 11/03/2020

Sharp Copier- Judge

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the lease with Sharp Electronics Corp for one (1) copier for the Williamson County Judge's Office, in the amount of $109.51 per month, pursuant to DIR Contract #DIR-CPO-4433.

Background

Approval of this lease will support the operations of the Williamson County Judge's office. New lease term is 60 months effective 1/1/2021. Includes 1 machine at $109.51 per month (includes 3,000 copies per month) Overages will be billed at $0.0073 each. Lease includes delivery, installation, training, parts, labor, toner and staples. The expenditure will be charged to 01.0100.0400.004621. Department contact is Melissa Goins.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Copier County Judge

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/29/2020 11:13 AM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 11:22 AM
Form Started By: Laura Zavala		Started On: 10/29/2020 10:07 AM
Final Approval Date: 10/29/2020		

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

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

Date:	05/22/20
Quote No: WCJ 04	

Customer Name/Invoice Address:	Delivery Address:
Williamson County Judge	Williamson County Judge
	1st. Fl.
710 Main Street	710 Main Street
Georgetown, TX 78626	Georgetown, TX 78626

Contact Name	Melissa Goins	Phone:	512.943.1577
		E-Mail:	mgoins@wilco.org
SHARP Business Systems, M.D. Leonard		Quoting Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL
Dealer Authorized Signature MLeonard		Installing Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL

Item	Description	QTY		Cost/Mo.
1	**Sharp MX-M5051; 50 ppm Digital Copier** **w/ 100 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer** MX-DE26N; Stand w/ (2) addt'l 550 Sheet Paper Drawers MX-FN27N; Inner Finisher MX-PN14B; 3 Hole Punch Includes: 3,000 copies/mo.; Overages @ $0.0073 ea. Includes: Delivery, Installation, Training, Parts, Labor, Toner, and Staples			$109.51
	State of Texas DIR 60 Month Lease		**Monthly Total**	**$109.51**

SAMPLE PO

P.O. NUMBER:

DATE:

VENDOR:
SHARP ELECTRONICS CORPORATION
C/O TEXAS DOCUMENT SOLUTIONS
SHARP PLAZA, BOX Q
MAHWAH, NJ 07495

REQUESTED BY: GOINS, MELISSA
512.943.1577

SHIP TO:
WILLIAMSON COUNTY JUDGE
710 MAIN ST.
GEORGETOWN, TX 78626

BILL TO:
WILLIAMSON COUNTY JUDGE
710 MAIN ST.
GEORGETOWN, TX 78626

Description	Price	Per	Amount
SHARP MX-M5051, MX-DE26N, MX-FN27N, MX-PN14B $109.51 PER MONTH 12/01/20 THRU 09/30/21 SERVICE FOR 3,000 COPIES/MO. 3,001+ COPIES @ $0.0073 ea.	109.51	9	1,095.10

NOTES TO SUPPLIER:
60 MONTH DIR-CPO-4433 LEASE

Total 1,095.10

AUTHORIZED BY:

Commissioners Court - Regular Session **12.**

Meeting Date: 11/03/2020

acknowledgement of WCCF Board appointment

Submitted For: Gary Boyd **Submitted By:** Gary Boyd, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Acknowledge and consent to the appointment of Allen Bowersox to the Williamson County Conservation Foundation Board of Directors for an unexpired term ending April 2022.

Background

At its October 28, 2020 Board meeting, the Williamson County Conservation Foundation appointed Allen Bowersox to fill an unexpired term on the Board. This Board position term ends as of the Foundation's Annual Meeting in April 2022.

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	10/28/2020 11:56 AM
Form Started By: Gary Boyd		Started On: 10/28/2020 10:55 AM
Final Approval Date: 10/28/2020		

Commissioners Court - Regular Session **13.**

Meeting Date: 11/03/2020

Two year contract extension between Constable Pct 1 and Texas Workforce Commission

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 two-year contract extension between Constable Pct 1 and Texas Workforce Commission.

Background

Texas Workforce Commission access is a secure online investigative tool used by Precinct 1 to locate individuals through reported wage information.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contact extension Amendment

2 year extension

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/29/2020 11:25 AM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 11:58 AM
Form Started By: Michael Pendley		Started On: 10/27/2020 08:16 AM
Final Approval Date: 10/29/2020		

DocuSign Envelope ID: 27DE9456-E124-4B51-BC3E-71FE2C489978

Texas Workforce Commission

A Member of Texas Workforce Solutions

Bryan Daniel, Chairman
Commissioner Representing the Public

Julian Alvarez
Commissioner Representing Labor

Aaron Demerson
Commissioner Representing Employers

Edward Serna
Executive Director

October 12, 2020

Mike Pendley
Chief Deputy
Williamson County Constable Precinct 1
1801 E. Old Settlers Blvd Ste #105
Round Rock, Texas 78664

RE: Contract Number 2918PEN000 – Williamson County Constable Precinct 1
Amendment #1 to Extend the Term of the Contract

Dear Chief Deputy Pendley:

The above referenced contract between the Texas Workforce Commission (TWC) and Williamson County Constable Precinct 1 dated September 1, 2018, expired on August 31,2020. To avoid a disruption of access to TWC data, it was necessary to extend the term of the contract until November 31, 2020. This will allow time for the completion of the renewal amendment.

TWC and Williamson County Constable Precinct 1 have agreed to extend the current terms and conditions of the contract to October 31, 2020, and in order to confirm this in writing the authorized signatory is to sign where indicated below on this page. The annual fee will be prorated for the number of months that your contract is extended and will be invoiced separately.

The effective date of this extension is September 1, 2020, and both TWC and Williamson County Constable Precinct 1 agree that there was a mutual mistake in that this extension agreement was not signed before September 1, 2020.

Thank you for your prompt attention to this matter. You may contact me directly at (512) 463-0291 if you have questions.

Sincerely,

M. Sonja Elizondo

M. Sonja Elizondo
Contract Manager

AGREEMENT TO EXTEND:

TEXAS WORKFORCE COMMISSION

Heather Hall Chief Information Officer	Heather Hall Signature	10/12/2020 Date

WILLIAMSON COUNTY CONSTABLE PRECINCT 1

Bill Gravell County Judge	_____ Signature	_____ Date

DocuSign Envelope ID: 0651C808-9339-49E3-ACD3-3E3E755D5B43

TEXAS WORKFORCE COMMISSION

TWC Contract Number	2921PEN023

TITLE	INFORMATION RELEASE CONTRACT
Recipient	
Name	**Williamson County for the benefit of Constable Precinct 1**
Street Address	**1801 E. Old Settlers Blvd., Suite 105**
City/State/Zip	**Round Rock, TX 78664**
Telephone Number	**(512) 244-8650**

Contract Period

This Contract shall begin on **November 1, 2020** and shall terminate on **October 31, 2022** unless amended by mutual written agreement of the parties.

Funding Information

The total amount of this Contract will not exceed the sum of	**$3,000.00**

Remarks

This Contract is contingent on Recipient's acceptance of and compliance with the terms and conditions of this Contract and any referenced attachments.

Summary

Information to be provided by TWC will include:
- wage records (WR),
- unemployment compensation claim benefit data (UI),
- employer master file (ER) inquiry.

Type of Access: Online access only
Number of online users and rate: 1-10 for $1,500/year for two (2) years.

Prior contract reference: This contract replaces and supersedes all previous contracts, including 2918PEN000.

DocuSign Envelope ID: 0651C808-9339-49E3-ACD3-3E3E755D5B43

Signature Authority	
Each person signing this Contract hereby warrants that he or she has been fully authorized by the respective organization to: • Execute this Contract on behalf of the organization, and • Validly and legally bind the organization to all the terms, performances, and provisions of this Contract.	
Agency Approval	**Recipient Approval**
Agency: **Texas Workforce Commission** Heather Hall 10/12/2020 Heather Hall Date Chief Information Officer	Recipient: **Williamson County for the benefit of Constable Precinct 1** Bill Gravell Date County Judge

DocuSign Envelope ID: 0651C808-9339-49E3-ACD3-3E3E755D5B43

TABLE OF CONTENTS

General Terms and Conditions	
Section 1	Purpose and Legal Authority
Section 2	Term, Termination, and Amendment
Section 3	Consideration
Section 4	Protecting the Confidentiality of TWC Information
Section 5	Records and Audit
Section 6	Breach of Agreement, Default, and Remedies
Section 7	Miscellaneous
Attachment A	Statement of Work – Project Obligations
Attachment B	Safeguards for TWC Information
Attachment C	Texas Workforce Commission User Agreement
Attachment D	Cover Sheet for Transmitting User Agreement and Training Certificate
Attachment E	*Intentionally omitted*
Attachment F	*Intentionally omitted*
Attachment G	Certificate of Destruction for Contractors and Vendors
Attachment H	Quarterly Self-Assessment Report

DocuSign Envelope ID: 0651C808-9339-49E3-ACD3-3E3E755D5B43

TEXAS WORKFORCE COMMISSION

INFORMATION RELEASE CONTRACT

GENERAL TERMS AND CONDITIONS

SECTION 1 – Purpose and Legal Authority

1.1 This Contract sets forth the obligations of the Texas Workforce Commission ("Agency") and the Recipient identified on the cover page (each a "Party" and together "the Parties") with respect to Agency's release of confidential data to Recipient. The obligations of the Parties are set forth in detail in **Attachment A.**

1.2 Subject to certain limitations, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, authorizes Recipient to enter into contracts for services with governmental entities, including state agencies.

SECTION 2 – Term, Termination, and Amendment

2.1 This Contract is effective from the Begin Date to the End Date specified on the cover page.

2.2 Either Party may suspend or terminate this Contract at any time, on written notice to the other Party specifying a termination date at least thirty (30) calendar days after the date of the notice. Suspension or termination shall not relieve Recipient of the obligation to pay for all services provided before suspension or termination at the rates specified herein, nor shall it entitle Recipient to any refund of the annual subscription fee for online access to Agency records.

2.3 No modification will be valid unless in writing and signed by both Parties, except for rate revisions made under Section 3.2 of these General Terms and Conditions.

SECTION 3 – Consideration

3.1 Recipient shall pay Agency for the services described, and at the rates set forth, in Attachment A.

3.2 Notwithstanding Section 3.1 of these General Terms and Conditions, Agency may unilaterally revise rates upon written notice to Recipient of at least thirty (30) calendar days.

SECTION 4 – Protecting the Confidentiality of TWC Information

4.1 "TWC Information" means records maintained by Agency, and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient's records, files or data compilations.

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4.2 Recipient shall protect the confidentiality of TWC Information and comply with all statutory, regulatory and contract requirements. Confidentiality is required by Texas Labor Code §§ 301.081 and 301.085, the Social Security Act of 1934, and 20 Code of Federal Regulations (C.F.R.) Part 603.

SECTION 5 – Records and Audit

Recipient shall keep and maintain complete and accurate records sufficient to allow Agency, the Texas State Auditor's Office, the United States government, and their authorized representatives to determine Recipient's compliance with this Contract.

SECTION 6 – Breach of Agreement, Default, and Remedies

6.1 If Recipient or any official, employee, or agent of Recipient fails to comply with any provision of this Contract, including timely payment of Agency's invoices, Agency may suspend services to Recipient (including any data requests being processed) until Agency is satisfied that corrective action has been taken to assure there will be no future breach.

6.2 In the absence of prompt and satisfactory corrective action to cure default and assure future compliance with Contract requirements, Agency shall terminate this Contract immediately and Recipient shall surrender to Agency all TWC Information that has not previously been returned to Agency, and any other records relevant to this Contract.

6.3 Termination of this Contract under Section 6.2 of these General Terms and Conditions will not limit Agency from pursuing penalties under state and federal law for the unauthorized disclosure of TWC Information.

6.4 Agency shall undertake any other action under this Contract or under any law of this State or of the United States, to enforce this Contract and to secure satisfactory corrective action and return of TWC Information.

6.5 Agency shall take other remedial actions permitted under state or federal law to enforce this Contract and 20 C.F.R. Part 603 including seeking damages, penalties, and restitution for all costs incurred by Agency in enforcing this Contract and responding to Recipient's breach.

SECTION 7 – Miscellaneous

7.1 Texas Labor Code § 301.085 provides that unemployment compensation records are not "public information" for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any TWC Information in response to a request made under the Public Information Act or any other law, regulation, or ordinance addressing public access to government records.

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7.2 Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Federal regulations at 20 C.F.R. § 603.7 dictate the handling of subpoenas for TWC Information.

7.3 This Contract is made in and performed in the State of Texas, and shall be construed, interpreted, and applied in accordance with the laws of the State of Texas, excluding its choice of law rules. Venue of any court action brought directly or indirectly by reason of this Contract shall be in a court of competent jurisdiction in Travis County, Texas. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY AGENCY.**

7.4 Agency's failure to enforce any provision of this Contract does not constitute a waiver of that provision or any other.

7.5 Recipients agrees to indemnify and hold harmless Agency, the State of Texas, and their employees and officials for any loss, damages, judgments, and costs arising or resulting from any acts or omissions or alleged acts or omissions of Recipient or its employees, agents, contractors, and subcontractors, including the inappropriate release or use of TWC Information.

7.6 Recipient shall be responsible and liable for any damages resulting from a breach by Recipient including damages and losses of third parties. Recipient shall reimburse Agency for any costs incurred by Agency in reimbursing third parties damaged by Recipient's breach and costs incurred in attempts by Agency to limit third party losses resulting from Recipient's breach.

7.7 Recipient agrees to accept liability for any damage to Agency's hardware, software, or TWC Information when such damage is caused by the actions of employees, contractors, subcontractors or agents of Recipient, whether or not the individual was an authorized User under this Contract.

7.8 If any provision of this Contract is held to be unenforceable by a court, this Contract will be construed as if such provision did not exist and the unenforceability of such provision will not render any other provisions of this Contract unenforceable.

7.9 This Contract is the entire agreement between the Parties.

7.10 The subject headings used in this Contract are for convenience only and are not intended to expand or limit meanings.

7.11 Attachments listed in the Table of Contents are incorporated in their entirety as terms and conditions of this Contract.

7.12 The following provisions survive the expiration or earlier termination of this Contract: Sections 4.2, 5, 6.2, 6.3, 7.1, 7.2, 7.5, 7.6, and 7.7 of these General Terms and Conditions; Sections 3.2.3, 3.2.4, and 3.2.5 of Attachment A; and Attachment B.

7.13 The following provisions survive the expiration or earlier termination of this Contract: Sections 4.2, 5, 6.2, 6.3, 7.1, 7.2, 7.5, 7.6, and 7.7 of these General Terms and Conditions; Sections 3.3.3, 3.3.4, and 3.3.5 of Attachment A; and Attachment B.

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Attachment A

INFORMATION RELEASE CONTRACT BETWEEN TEXAS WORKFORCE COMMISSION AND WILLIAMSON COUNTY FOR THE BENEFIT OF CONSTABLE PRECINCT 1

STATEMENT OF WORK – PROJECT OBLIGATIONS

SECTION 1 – Project Abstract

1.1 Contract Purpose. The purpose of this Contract is to provide Recipient with access to confidential Agency data, to ensure that Recipient will maintain the confidentiality of the data, and to require Recipient to reimburse Agency for costs of providing access at the rates set out in this Contract.

1.2 Authorized Use of TWC Information. Subject to the security and confidentiality provisions of this Contract, Recipient is authorized to use TWC Information solely for the following purpose: to assist in locating defendants, witnesses and fugitives in criminal cases and to assist in locating persons with outstanding warrants. (the "Limited Purpose"). Any other use of TWC Information by Recipient is a breach of this Contract.

1.3 References. Section references are to sections of this Attachment A unless otherwise specified.

SECTION 2 – Obligations of Agency

2.1 Online Access.

2.1.1 Description. Agency agrees to provide "read-only" access to the following:

Wage Records (WR)
- Wage Detail Inquiry: View wage information for an individual.
- Coworker Search: View wages reported by an employer.

Unemployment Insurance Benefits and Claimant Information (UI)
- Personal Information: View demographic information for an individual.
- Claims: View unemployment insurance claim information.
- Payments: View unemployment insurance payment information.
- Employer Search: Search employers by name or address.

Employer Records (ER)
- Employer Master File: Search the Employer Master File and view state unemployment tax information

2.1.2 Number of Users. Subject to Section 3.1, Agency will grant access to the screens listed in Section 2.1.1 to a maximum of ten (10) "Users," all of whom must be direct Recipient employees.

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2.1.3 Availability. Online access will routinely be available Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding State holidays, although Agency does not guarantee access during these periods. Agency may terminate or limit access without notice based on business necessity or in the event of an emergency.

SECTION 3 – Obligations of Recipient

3.1 Online Access.

3.1.1 Annual Fee and Payment. Recipient shall pay Agency a one thousand five hundred dollar ($1,500.00) annual subscription fee for the online access described in Section 2.1. The annual subscription fee covers the twelve (12) month period that begins on the Begin Date. Payment of the annual subscription fee is due within thirty (30) days of Recipient's execution of this Contract. The annual subscription fee is nonrefundable and will not be prorated in case of early termination of this Contract or suspension of services. Recipient shall pay Agency the annual subscription fee for each subsequent contract year within thirty (30) days of the beginning of each contract year. Recipient shall send payment to Texas Workforce Commission, Revenue and Trust Management, P.O. Box 322, Austin, TX 78767-0322.

3.1.2 User Documents. All prospective online Users must execute a *Texas Workforce Commission User Agreement* ("User Agreement"), Attachment C, and complete online TWC Cybersecurity Awareness Training ("Security Training").

3.1.3 User Document Submission and Maintenance. Before Agency EAGLE Administration will invite a prospective User, Agency EAGLE Administration must receive from Recipient Contact Person (designated in Section 4.1) a copy of the completed *Texas Workforce Commission User Agreement* ("User Agreement"), Attachment C and the Security Training certificate with a completed *Transmittal Cover Sheet* ("Cover Sheet"), Attachment D. Agency may deny access to any prospective User on security grounds. Recipient must maintain on file all original Training Certificates and User Agreements.

3.1.4 User Document Renewal. On December 1, 2020 the online access of each User established under a prior contract will be terminated unless Agency EAGLE Administration has received for the User, from Recipient Contact Person, copies of a new User Agreement and new Training Certificate executed or dated, respectively, no more than thirty (30) calendar days before submission, with a completed Cover Sheet.

3.1.5 Annual User Renewal. Each year, on the first day of the month following the anniversary of the Begin Date, the online access of each User will be terminated unless Agency EAGLE Administration has received for the User, from Recipient Contact Person, copies of a new User Agreement and new Training Certificate executed or dated, respectively, no more than thirty (30) calendar days before submission, with a completed Cover Sheet.

3.1.6 Notice of User Employment Change. Recipient Contact Person shall notify Agency EAGLE Administration within three (3) calendar days of a User's termination, resignation, or reassignment into a position not requiring access to TWC Information, so that the User's password can be immediately revoked. Failure to provide such notice is a breach of this

Contract and may result in immediate suspension of all online access, termination of this Contract, and other penalties provided by law and this Contract.

3.1.7 Changes Prohibited. Users shall not change or update any TWC Information contained in Agency's computer stored files. Users shall not use any automated system or software to make multiple queries of Agency's computer stored files.

3.1.8 Instructions. Recipient shall be solely responsible for disseminating to Users any instructions provided by Agency regarding navigation of online access to TWC Information.

3.2 Additional Requirements.

3.2.1 Security Safeguards. Recipient shall establish, maintain, and comply with security safeguards and procedures to protect the confidentiality of all TWC Information. Recipient shall comply with the requirements in *Safeguards for TWC Information*, Attachment B. Failure to comply with any requirement of Attachment B is a breach of this Contract.

3.2.2 Suspension. Agency may suspend all services without notice if Agency suspects a violation of the security provisions in Attachment B. Services will remain suspended until Agency has fully investigated any suspected security violations and is satisfied that resumption of services will not result in security breaches. In the event of an extended suspension of services, Agency will notify Recipient as soon as possible.

3.2.3 Enduring Obligation. Termination or expiration of this Contract will not end Recipient's responsibility to protect the confidentiality of TWC Information remaining in Recipient's possession, under Recipient's control, or held by a third party subject to contract or agreement with Recipient.

3.2.4 Audit. Recipient's security safeguards and procedures, as well as Recipient's access to and use of TWC Information, are subject to monitoring, evaluation and audit by Agency.

3.2.5 Inspections. Recipient shall cooperate fully with any on-site inspections and monitoring activities of Agency. So that Agency may audit Recipient's compliance with the requirements of state and federal law and this Contract, Recipient shall permit Agency access to all sites containing TWC Information (including sites where data is maintained electronically), and to all workplaces used by personnel who have access to TWC Information.

3.2.6 Self-Assessment Report. Recipient shall submit to Agency a fully executed *Quarterly Self-Assessment Report*, Attachment H, on the next-occurring quarterly filing date after the Begin Date, and on each quarterly filing date for as long as this Contract is in effect. The quarterly filing dates are January 1, April 1, July 1, and October 1. Each report must have been signed within thirty (30) days preceding submission. Failure by Recipient to submit to Agency a timely Quarterly Self-Assessment Report may result in the following consequences: the first instance of a late Quarterly Self-Assessment Report shall result in a late notice being issued by TWC. A failure by Recipient to timely respond to the first late notice by the time specified in the notice or Recipient receiving a second late notice, may result in TWC terminating the contract for cause.

3.2.7 Identity Theft Protection. In case of unauthorized disclosure of TWC Information by Recipient, Recipient shall purchase identity theft protection service for all individuals whose information was disclosed without authorization. The protection service shall cover each individual for a two-year period and must include, at a minimum, automatic fraud alerts to the individual.

3.2.8 Significant Change. Recipient agrees to notify Agency in writing within ten (10) calendar days of any significant change affecting Recipient and Recipient's identity, including but not limited to changes in its ownership or control, name, governing board membership, authority of governing board, officeholders, or vendor identification number.

3.2.9 Computer Resources. Recipient shall provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency.

3.2.10 Data Source. Agency does not warrant or guarantee the accuracy of TWC Information. TWC Information includes data provided to Agency by third parties, including employers and employees.

SECTION 4 – Contact Persons

4.1 Designation. The Parties designate the following primary liaisons for implementation of this Contract:

Agency Contact Person

M. Sonja Elizondo
External Data Exchange Contracts (EDE)
Procurement and Contract Services Department
Texas Workforce Commission
1117 Trinity Street, Room 342T
Austin, TX 78701

Phone: (512) 463-0291
Fax: (512) 936-0219
Email: DEContracts@twc.state.tx.us

Recipient Contact Person

Mike Pendley
Chief Deputy
Williamson County for the benefit of
Constable Precinct 1
1801 E. Old Settlers Blvd. Ste#105
Round Rock, TX 78664

Phone: (512) 244-8650

Email: mpendley@wilco.org

Send invoices to:

Same as above

4.2 Notice. Any notice required under this Contract must be given to the other Party's Contact Person.

4.3 Notice to Alternate. If Recipient designates an alternate Contact Person, written notification by Agency to one (1) of the Recipient Contact Persons will satisfy any notification requirement of this Contract.

4.4 Change. Recipient may request a change in Recipient Contact Person by submitting to Agency Contact Person a written request on organizational letterhead signed by the person who signed this Contract on behalf of Recipient, or by a successor with authority to bind Recipient contractually. The request must include the TWC Contract Number, the name of the person being replaced, and the name of the new

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Recipient Contact Person, with job title, work address, phone number, and email address. No change in Recipient Contact Person is effective until acknowledged in writing by Agency.

4.5 Communications. Recipient shall include the TWC Contract Number in all communications with Agency.

SECTION 5 – Effect on Other Contracts

The Parties agree that this Contract supersedes and replaces all other contracts between them for information release or data sharing, including 2918PEN000.

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Attachment B

SAFEGUARDS FOR TWC INFORMATION

1. "Recipient" in this Contract shall maintain sufficient safeguards over all TWC Information to prevent unauthorized access to or disclosure of TWC Information:

   "TWC Information" means records maintained by Agency (TWC), and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient's records, files or data compilations.

2. Monitoring. Recipient shall monitor its Users' access to and use of TWC Information and shall ensure that TWC Information is used only for the following "Limited Purpose": to assist in locating defendants, witnesses and fugitives in criminal cases and to assist in locating persons with outstanding warrants. Recipient shall also ensure that TWC Information is used only for purposes authorized by law and in compliance with all other provisions of this Contract.

3. Storage. Recipient shall store TWC Information in a place physically secure from access by unauthorized persons.

4. Protection. Recipient shall store and process TWC Information, including that maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain TWC Information by any means.

5. Access. Recipient shall undertake precautions to ensure that only authorized personnel are given access to TWC Information stored in computer systems.

6. Instruction. Recipient shall instruct all personnel having access to TWC Information about all confidentiality requirements including the requirements of 20 C.F.R. Part 603 as well as the sanctions specified in this Contract and under state and federal law for unauthorized disclosure of TWC Information. Recipient acknowledges that all personnel who will have access to TWC Information have been instructed as required.

7. Disposal. Recipient shall dispose of TWC Information and any copies thereof after the Limited Purpose is achieved, except for TWC Information possessed by any court. Disposal means return of TWC Information to Agency or destruction of TWC Information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. In any case, Recipient shall dispose of all TWC Information within thirty (30) calendar days after the termination, cancellation, or expiration of this Contract, in accordance with Attachment G, *Certificate of Destruction for Contractors and Vendors,* which is attached to this contract and incorporated for all purposes.

8. System. Recipient shall establish and maintain a system sufficient to allow an audit of compliance with the requirements of this Attachment B and the other provisions of this Contract.

9. No Disclosure or Release. Recipient shall not disclose or release any TWC Information other than as permitted in this Contract, without prior written consent of Agency.

10. Unauthorized Disclosure. It is a breach of this Contract to disclose TWC Information orally, electronically, in written or printed form, or in any other manner without the prior written consent of Agency:
    10.1 to any contract employee of Recipient or any individual not employed by Recipient;

    10.2 to another government entity, including a law enforcement entity;

    10.3 to Recipient employees who do not have a need to use TWC Information for the Limited Purpose.

11. Authorized Disclosure. TWC Information may only be disclosed:
    11.1 to employees under the direct hiring-and-firing control of Recipient who have a need to use the TWC Information for the Limited Purpose; and

    11.2 in a criminal judicial proceeding if the TWC Information is introduced in court as a sealed record with access limited to the prosecutor, defendant, judge, and jury.

12. Security Violation. Recipient shall monitor access of Users and shall notify Agency within twenty-four (24) hours if a security violation of this Contract is detected, or if Recipient suspects that the security or integrity of TWC Information has or may have been compromised in any way.

13. Format. TWC Information is subject to the requirements of this Contract even if the TWC Information is converted by Recipient into another format or medium, or incorporated in any manner into Recipient's records, files, or data compilations.

14. Access Limited. Recipient shall limit access to TWC Information to its employees who need access to achieve the Limited Purpose.

15. Mobile Device and Removal. Recipient shall not place TWC Information on mobile, remote, or portable storage devices, or remove storage media from Recipient's facility, without the prior written authorization of Agency.

16. Public Information Act. Under Texas Labor Code § 301.085, TWC Information is not "public information" for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any TWC Information in response to a request made under the Public Information Act or under any other law, regulation, or ordinance addressing public access to government records.

17. Subpoena. Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Federal regulations dictate the handling of subpoenas for TWC Information. Recipient shall comply with the requirements of 20 C.F.R. § 603.7 in responding to any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information.

18. Federal Regulation. Recipient shall comply with all requirements of *Safeguards for TWC Information* (Attachment B of this Contract) relating to safeguarding TWC Information and insuring its confidentiality.

19. Unauthorized Lookup. A User shall not access TWC Information listed under the User's SSN or the SSN of a co-worker, family member, or friend.

20. Screening – Online Users. Recipient shall screen potential Users and seek online access only for employees that Recipient has determined pose no threat to the security of TWC Information.

21. Screening – All Handlers. Recipient shall permit access to TWC Information only to employees that Recipient has determined pose no threat to the security of TWC Information.

22. Internet. Recipient shall not transmit any TWC Information over the Internet unless it is encrypted using at least 256-bit encryption.

23. Screen Dump. Recipient's security guidelines shall ensure that any screen dump or other extraction of TWC Information will be protected from unauthorized use or disclosure.

24. No Transfer. Recipient shall not transfer the authority or ability to access or maintain TWC Information under this Contract to any other person or entity.

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Attachment C

TEXAS WORKFORCE COMMISSION USER AGREEMENT

I,_____
(User's Printed Name) (User's Social Security Number)

_____
(User's work phone number) (Print User's work street address)

_____
(Print User's employer) (Print User's work email)

acknowledge that I will be assigned a personal User ID and password to gain access to the Texas Workforce Commission (TWC) computer system. Under no circumstances will I allow my User ID or password to be used by any other individual, nor will I use one belonging to anyone else. As an online User with access to confidential TWC data ("TWC Information"), I understand that I will be held personally accountable for my actions and for any activity performed under my User ID. I understand that the use of TWC Information is limited to the following "Limited Purpose" only: to assist in locating defendants, witnesses and fugitives in criminal cases and to assist in locating persons with outstanding warrants. I understand that TWC maintains a record of the individuals and employers whose TWC Information I gain access to, and that I am not allowed access to TWC Information about any individual or employer except as necessary for the Limited Purpose. I understand that I am not allowed access to TWC Information about myself.

I will not enter any unauthorized data or make any changes to data. I will not disclose any TWC Information orally, electronically, in written or printed form, or in any other manner without prior written authorization from TWC. I will not disclose any TWC Information to other governmental entities, including law enforcement entities.

I understand that under Texas Labor Code §301.085, all TWC Information I obtain under this User Agreement is confidential and that it is a criminal offense to solicit, disclose, receive or use, or to authorize, permit, participate in, or acquiesce in another person's use of TWC Information that reveals: (1) identifying information regarding any individual or past or present employer; or (2) information that foreseeably could be combined with other publicly available information to reveal identifying information regarding any individual or past or present employer. This offense is punishable by as much as a year in jail, a fine up to $4,000, or both.

I understand that under Texas Penal Code §33.02(a), it is a criminal offense knowingly to access a computer, computer network, or computer system without the effective consent of the owner. Depending on the circumstances, the offense is punishable by confinement in jail for up to 180 days or up to 99 years or life in prison, a fine of up to $2,000 or up to $10,000, or both.

I have read and had explained to me the confidentiality and security requirements of 20 C.F.R. § 603.9 and of my employer's contract with TWC. I understand and agree to abide by these requirements. I understand that if I violate any of these requirements or any provision of this User Agreement, I will jeopardize my employer's contract with TWC.

_____
Signature of User Date signed

Supervisor Approval: I have instructed the User listed above about all confidentiality requirements applicable to TWC Information obtained under the contract with TWC, including the requirements of 20 C.F.R. § 603.9 and the sanctions specified in the Contract and in state law for unauthorized disclosure of TWC Information.

_____
Signature of Supervisor Printed Name Date signed

Approval of Contract Signatory or Contact Person named in Contract:

_____Signature
of Contract Signatory or Recipient Contact Person Printed Name Date signed

All fields on this agreement are required. Employer must retain signed original and give a copy to User. Employer must send copy of User Agreement to TWC EAGLE Administration as specified on the required Cover Sheet, Attachment D to this Contract.

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Attachment D

TRANSMITTAL COVER SHEET
FOR NEW USER AGREEMENTS AND TRAINING CERTIFICATES
AND EXISTING USER TRAINING CERTIFICATES

To: **EAGLE Administration**

___ via email to: EAGLEsupport@twc.state.tx.us
(Document must be scanned and **encrypted** before sending)

___ via fax to: **512-463-6394**
Number of pages including cover sheet: _____

___ via mail to: **EAGLE Administration**
Texas Workforce Commission
101 East 15th Street, Room 0108
Austin, TX 78778-0001

From: **Williamson County for the benefit of Constable Precinct 1** **(Recipient)**
_____ (Recipient Contact Person)

_____ (Recipient Contact Person email)

Re: **User Agreement(s) and Training Certificate(s) attached**

Instructions:

- User Agreement and Training Certificate must be submitted together for each individual.
- Only one cover sheet is required if submitting documents for more than one User at the same time.
- An incomplete User Agreement will be rejected.
- **For questions regarding the User Agreement, please email** EAGLEsupport@twc.state.tx.us

Texas Workforce Commission Attachment G

Certificate of Destruction for Contractors and Vendors

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The TWC tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization.
http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf

Contact Name	Title	Company Name and Address	Phone

You may attach an inventory of the media if needed for bulk media disposition or destruction.

Media Type				Media Title / Document Name
	HARD COPY		ELECTRONIC	
Media Description (Paper, Microfilm, Computer Media, Tapes, etc.)				
Dates of Records				

Document / Record Tracking Number	TWC Item Number	Make / Model	Serial Number

Item Sanitization		CLEAR	Who Completed?		Who Verified?	
		PURGE	Phone		Phone	
		DESTROY	DATE Completed			
Sanitization Method and/or Product Used →						
Final Disposition of Media		Reused Internally			Destruction / Disposal	
		Reused Externally			Returned to Manufacturer	
		Other:				

Comments:

If any TWC Data is **retained**, indicate the type of storage media, physical locations(s), and any planned destruction date.

Description of TWC Data Retained and Retention Requirements:

Proposed method of destruction for TWC approval:	Type of storage media?	
	Physical location?	
	Planned destruction date?	

Within five (5) days of destruction or purging, provide the TWC with a signed statement containing the date of clearing, purging or destruction, description of TWC data cleared, purged or destroyed and the method(s) used.

Authorized approval has been received for the destruction of media identified above and has met all TWC Records Retention Schedule requirements including state, federal and/or internal audit requirements and is not pending any open records requests.

Records Destroyed by:			Records Destruction Verified by:	
Signature	Date		Signature	Date

Be sure to enter name and contact info for who completed the data destruction and who verified data destruction in the fields above.

Send the signed Certificate of Destruction to:
TWC: Information Security Office, Rm. 0330A, 101 E. 15th Street, Austin, TX 78778-0001

GP Revised: 09-02-15

Texas Workforce Commission Attachment G

Certificate of Destruction for Contractors and Vendors

INSTRUCTIONS FOR CERTIFICATE OF DESTRUCTION

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The TWC tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization.
http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf

IRS Publication 1075 directs us to the FISMA requirements and NIST guidelines for sanitization and disposition of media used for federal tax information **(FTI).** These guidelines are also required for sensitive or confidential information that may include personally identifiable information **(PII)** or protected health information **(PHI).** NIST 800-88, Appendix A contains a matrix of media with minimum recommended sanitization techniques for clearing, purging, or destroying various media types. This appendix is to be used with the decision flow chart provided in NIST 800-88, Section 5.

There are two primary types of media in common use:

- **Hard Copy**. Hard copy media is physical representations of information. Paper printouts, printer and facsimile ribbons, drums, and platens are all examples of hard copy media.

- **Electronic (or soft copy).** Electronic media are the bits and bytes contained in hard drives, random access memory (RAM), read-only memory (ROM), disks, memory devices, phones, mobile computing devices, networking equipment, and many other types listed in NIST SP 800-88, Appendix A.

1. For media being reused within your organization, use the **CLEAR** procedure for the appropriate type of media. Then validate the media is cleared and document the media status and disposition.

2. For media to be reused outside your organization or if leaving your organization for any reason, use the PURGE procedure for the appropriate type of media. Then validate the media is purged and document the media status and disposition. Note that some **PURGE** techniques such as degaussing will typically render the media (such as a hard drive) permanently unusable.

3. For media that will not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.

4. For media that has been damaged (i.e. crashed drive) and cannot be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.

5. If immediate purging of all data storage components is not possible, data remaining in any storage component will be protected to prevent unauthorized disclosures. Within twenty (20) business days of contract expiration or termination, provide TWC with a signed statement detailing the nature of TWC data retained type of storage media, physical location, planned destruction date, and the proposed methods of destruction for TWC approval.

6. Send the signed Certificate of Destruction to:

Texas Workforce Commission
Information Security Office
Room 0330A
101 E. 15th Street
Austin, TX 78778-0001

FAX to: 512-463-3062

or send as an email attachment to:

ciso@twc.state.tx.us

Final Distribution of Certificate	Original to:	Chief Information Security Officer
	Copy to:	1. Your Company Records Management Liaison - or - Information Security Officer 2. TWC Contract Manager

GP Revised: 09-02-15

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Attachment H

QUARTERLY SELF-ASSESSMENT REPORT

Failure to submit this report by due date can result in termination of all access to TWC Information.

The entity receiving TWC Information under TWC Contract ("Recipient") confirms it is in compliance with the requirements of the Contract and the *Safeguards for TWC Information* (Attachment B of the Contract), during the previous period, to include the following**:**

1. Recipient used the disclosed TWC Information only for purposes authorized by law and consistent with the Limited Purpose set forth in Section 1.2 of Attachment A of the Contract.	Yes: __ No: __
2. Recipient stored the disclosed TWC Information in a place physically secure from access by unauthorized persons. This includes hard copies of the information.	Yes: __ No: __
3. Recipient stored and processed disclosed TWC Information maintained in electronic format outside of the recipient computer systems in such a way that unauthorized persons cannot obtain the TWC Information by any means.	Yes: __ No: __
4. Recipient took precautions to ensure that only authorized personnel were given access to disclosed TWC Information that is stored in recipient's computer systems.	Yes: __ No: __
5. Recipient has instructed all personnel having access to the disclosed TWC Information about confidentiality requirements, the requirements of 20 C.F.R. § 603.9 found in *Safeguards for TWC Information* (Attachment B), and the sanctions specified in State law for unauthorized disclosure. (Each violation is a Class A Misdemeanor, punishable by a fine of $4,000, a year in jail, or both).	Yes: __ No: __
6. Recipient adhered to confidentiality requirements and procedures that are consistent with and meet the requirements of the TWC Contract.	Yes: __ No: __
7. Recipient agreed to report any infraction(s) of these requirements and procedures to TWC fully and promptly.	Yes: __ No: __
8. Recipient disposed of disclosed TWC Information, and any copies thereof made by Recipient, after the purpose for which the TWC Information was disclosed, is served, or as required by court order. (Disposal means return of the TWC Information to TWC or destruction of the TWC Information, as directed by TWC. Disposal includes deletion of personal identifiers in lieu of destruction.)	Yes: __ No: __
9. Recipient ensured that the disclosed TWC Information is not retained with personal identifiers for longer than such period of time as TWC deems appropriate.	Yes: __ No: __
10. Recipient maintained a system sufficient to allow an audit of compliance with the requirements of 20 C.F.R. § 603.9 found in *Safeguards for TWC Information* (Attachment B) and the TWC Contract.	Yes: __ No: __
11. Attached is a description of the system referred to in Item 10. Recipient ensured that any copies of any logs sent to TWC do not contain Sensitive PII. Remember to secure originals containing PII.	Yes: __ No: __

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12. Recipient maintained as a minimum, the encryption requirements of FIPS 140-2 and encrypt the data at the minimum of 256-bit AES encryption.	Yes: __ No: __
13. Annual Renewal of Contract User Agreement and training certifications per the Contract terms are on file and copies have been submitted to EAGLEsupport@twc.state.tx.us.	Yes: __ No: __
14. All users have completed the training within the previous 12 months.	Yes: __ No: __

By signature hereon, the Contract signatory or the entity's internal auditor certifies that:

All statements and information submitted in response to this Quarterly Self-Assessment Report are current, accurate, and complete.

_____ _____
Signature Date

_____
Printed Name and Title

Williamson County for the benefit of Constable Precinct 1 – 2921PEN023

Return this Report to:

External Data Sharing Contracts Manager | Procurement and Contract Services Department | Texas Workforce Commission | 1117 Trinity Street, Room 342T | Austin, Texas 78701

Email: SelfAssessmentReports@twc.state.tx.us

Fax: 512-936-0219

Commissioners Court - Regular Session **14.**

Meeting Date: 11/03/2020

CARES 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 Williamson County from November 16th to the 20th, 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 $1,550. For an approximate total budget of $2,000. This will likely be the last testing site for 2020 due to CARES funding stopping at the end of the 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	10/28/2020 11:54 AM
Emergency Management (Originator)	Michael Shoe	10/29/2020 12:01 PM
Form Started By: Michael Shoe		Started On: 10/28/2020 09:35 AM
Final Approval Date: 10/29/2020		

Commissioners Court - Regular Session **15.**

Meeting Date: 11/03/2020

Randal's Tower Tech Maintenance FY21

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 Randal's Tower Tech, Inc. to provide tower climbers and repair/maintenance services to support the operations of Williamson County Wireless Communications, in the not-to-exceed amount of $20,000.00, and authorizing execution of the contract.

Background

This agreement is for Randal's Tower Tech to provide tower climbers to perform necessary maintenance and repairs at the various communication towers in the County. Three (3) quotes were obtained by the department. Department point of contact is Paul Swisher. Funding source is 01.0507.0507.004545. This expense was budgeted for FY21.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract and Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/29/2020 11:33 AM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 11:39 AM
Form Started By: Andrew Portillo		Started On: 10/22/2020 01:54 PM
Final Approval Date: 10/29/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR EMERGENCY SERVICE
TOWER CLIMBS AND
RELATED REPAIRS
OR MAINTENANCE
FY2021
(Randal's Tower Tech, Inc.)

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 **Randal's Tower Tech, Inc.,** (hereinafter "Service Provider"), with mailing address at P.O. Box 513, Little river, TX 76554. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any

acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. As described in the attached Statement of Work/Pricing Quotation (October 1, 2020 through September 30, 2021), which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

III.

No Assignment: Service Provider may not assign this contract.

IV.

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

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Statement of Work/Pricing Quotation (October 1, 2020 through September 30, 2021) which is incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $20,000.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice

for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND

THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

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

As described in the Statement of Work/Pricing Quotation (October 1, 2020 through September 30, 2021), which is incorporated herein as if copied in full.

IX.

Good Faith: Service Provider agrees to act in good faith in the performance of this agreement.

X.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XI.

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

XII.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for through the end of the current county fiscal year on September 30, 2021.

XIV.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XV.

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

XVI.

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

XVII.

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

Executed this ____ day of _____, 20____ to be effective as of the date of the last party's execution below.

County:

_____

Date: _____ ___, 20____

Service Provider:

Kandis Power Deen, Exec.
Denise Garner

Date: October 20, 2020

Exhibit(s)
Statement of Work/Pricing Quotation
(October 1, 2020 through September 30, 2021)
(Incorporated herein as if copied in full)

RANDAL'S TOWER TECH, inc.

Randal's Tower Tech Inc. Tower Maintenance Pricing for Williamson County

Pricing valid Oct 1 2020 through Sept 30, 2021

Mob and De-mob within To Williamson CO	$450
Replace antenna and coax 1' to 250'	$2150
Replace antenna and coax 251' to 500'	$3000
Sweep coax/antenna system Post install	$400
Replace incandescent lights 200' or less	$900
Replace incandescent lights 201' to 500'	$1250

Trouble shoot lighting systems Incand. and Strobe	$210 per hour 4 hour Minimum
Replace 1 antenna (standard size) 250’ or less	$1500
Replace 1 antenna (standard size) 251’ to 500’	$2250
Replace PTP radio 250 or less	$900
Replace TTA 250’ or less	$900
Replace TTA 251’ to 500’	$1200
Replace coax 250’ or less	$1250
Replace coax 251’ to 350’	$1850
Replace coax 351’ to 500’	$2450

Commissioners Court - Regular Session **16.**

Meeting Date: 11/03/2020

Vehicle Reimbursement Agreement with City National Bank for County Sheriff

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with City National Bank for off duty contracting of County Sheriff Deputies to be effective November 3, 2020 (Security for ATM refills in Eastern Williamson County).

Background

This is the annual renewal agreement that will give permission for City National Bank to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will begin on November 3, 2020 and will terminate on September 30, 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

City National Bank

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/27/2020 03:47 PM
Form Started By: Starla Hall		Started On: 10/21/2020 12:25 PM
Final Approval Date: 10/27/2020		

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 ~~September 30~~ November 3, 20 20 and shall terminate on September 30, 20 21. 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: City National BANK of TAYLOR

Signature: Steven Kovar VP

Printed Name: STEVEN KOVAR

Title: Vice Pres

Date: 10/15, 2020

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official:

Date: October 23, 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 **17.**

Meeting Date: 11/03/2020

Vehicle Reimbursement Agreement with Grace Bible Church for County Sheriff

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Grace Bible Church for off duty contracting of County Sheriff Deputies to be effective November 3, 2020. (Security for Sunday morning services at church in Georgetown)

Background

This is the annual renewal agreement that will give permission for Grace Bible 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 November 3, 2020 and will terminate on September 30, 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grace Bible Church

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/27/2020 03:46 PM
Form Started By: Starla Hall		Started On: 10/21/2020 12:33 PM
Final Approval Date: 10/27/2020		

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~~ November 3, 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: Grace Bible Church

Signature: Rick MacIver

Printed Name: Rick MacIver

Title: Pastor of Discipleship & Counseling

Date: October 15, 2020

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official:

Date: October 23, 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 **18.**

Meeting Date: 11/03/2020

Vehicle Reimbursement Agreement with Lakeline Mall for County Sheriff

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Lakeline Mall for off duty contracting of County Sheriff Deputies to be effective November 3, 2020. (Exterior security around the mall)

Background

This agreement will give permission for Lakeline Mall to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will begin on November 3, 2020 and will terminate on September 30, 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lakeline Mall

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/27/2020 03:48 PM
Form Started By: Starla Hall		Started On: 10/22/2020 04:09 PM
Final Approval Date: 10/27/2020		

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 (here in after, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (here in after, "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 (here in after , "LEA").

For and in consideration of the permission given by COUNTY for the NON- GOVERNME TAL 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 ru les. 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 DEP UTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harm les s 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.

November 3, 2020 le

4. The term of this AGREEMENT shall begin on ~~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 " entitle d" 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 612.00S(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-GO VERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no la ter than the la s t 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 sig nature page below.
COUNTY:	Williamson County A ud itor' s Office Attn: Finance Director 710 Main Street, Suite 30I 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 compensatio n (and bene fits) deputies are entitled to, which affects, eligibility for off-duty work. Tex. Local Gov't Code § 152011 .

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: Lakeline Mall an SPG

Signature: _____

Printed Name: Gregory Dolan

Title: Director of Security

Date: September 30, 2020

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official: _____

Date: October 23, 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 **19.**

Meeting Date: 11/03/2020

Donation to the Community Liaison Div. for County Sheriff

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting a donation in the amount of $415.00 to the Williamson County Sheriff's Office Community Liaison Division pursuant to Tex. Loc. Gov't Code 81.032.

Background

On Friday, October 23, 2020, Williamson County Sheriff's Office Community Liaison Division participated in the Breast Cancer Awareness Event at the Georgetown Country Club. A check donation of $50.00 and cash donations of $365.00 was given in appreciation of our participation and their support of the Community Liaison Division.

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	10/27/2020 03:40 PM
Form Started By: Starla Hall		Started On: 10/27/2020 03:14 PM
Final Approval Date: 10/27/2020		

Commissioners Court - Regular Session **20.**

Meeting Date: 11/03/2020

SO Jail Vehicle Purchase

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of two (2) Chevrolet Tahoes for vehicle replacements from Holiday Chevrolet in the amount of $99,954 pursuant to Tarrant County Coop Contract #'s 2019-014 for the vehicles and 2019-181 for the upfitting.

Background

Approval of this purchase will support the operations of the Williamson County Sheriff's Office Jail. These Tahoes will be replacements for units SA1459 and SA1491. Quote attached outlines the details of the vehicle as well as the upfitting. Fleet and Budget both reviewed this purchase. Signature is not required on the quote. This expenditure will be charged to 01.0100.0570.005700. Department contact is Chief Tim Ryle.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/29/2020 11:11 AM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 11:23 AM
Form Started By: Erica Smith		Started On: 10/28/2020 12:10 PM
Final Approval Date: 10/29/2020		

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	9/25/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX SO Jail Commander Christopher Watts 508 S. Rock Street Georgetown, TX 78626 512-943-1407

Customer Contact	Christopher T. Watts
Customer Phone	512-943-1407
Customer E-mail	cwatts@wilco.org
Estimate #	28940

2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
2020 Chevrolet Tahoe 9C1 RWD Police Pursuit Vehicle with EcoTec3 5.3-liter, Dual Batteries, Heavy Duty Locking Differential, OnStar with Bluetooth Connectivity, Vinyl Rear Seat & Front Recovery Tow Hooks. (No Spotlight) (Purchased Through Holiday Chevrolet on the Tarrant County Cooperative Contract # 2019-014).		1	30,644.00	30,644.00
2 - Slick Top Jail Units GBA - Color of Vehicle - Black 5T5 - Rear Seat V76 - Recovery Hooks				
Vin #'s				
Vehicle is Purchased Through Holiday Chevrolet (Johnson – Grayson Automotive) - Make Payment to Holiday Chevrolet				
Customer PO #				

Vehicle and Emergency Equipment Total

Quantity Ordered	2

Total Vehicle Order Cost **$99,954.00**

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

SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	9/25/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX SO Jail Commander Christopher Watts 508 S. Rock Street Georgetown, TX 78626 512-943-1407

Customer Contact	Christopher T. Watts
Customer Phone	512-943-1407
Customer E-mail	cwatts@wilco.org
Estimate #	28940

2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Vehicle titles should be in the name & address of: Williamson County Attn: Hillary McCoy 710 S. Main St., Suite 301 Georgetown, Texas 78626 For Payment Email Invoice only to: SO-AP@wilco.org Williamson County Attn: Peggy Braun 508 S. Rock St. Georgetown, TX 78626 512-943-1100 Per Micah on 06/18/19 Ship paperwork to: Kevin Teller - Fleet Director c/o Williamson Co TX SO 3151 SE Inner Loop-Suite B Georgetown, TX 78626 512-943-3368				
Williamson Co TX SO - WO # - Work Order				
Tech Note: The Lighting Program was supplied to Defender Supply by Marc Courville @ Federal Signal & Approved by Williamson County - This program is the only Program that can be used & must be used by all techs on all units. Light Sequence is Red/Red/Blue/Blue - Unsynced				
No Paint or Graphics on these Units.				
Emergency Equipment is Purchased Through Defender Supply using The Tarrant County Cooperative Contract # 2019-181				
Extra Ignition Key, Tahoe		2	45.00	90.00
Key FOB, 2020 Chevrolet Tahoe RWD 9C1		2	55.00	110.00
Unity Driver Side Halogen Spotlight, Spotlight Shaft, Handle & Mounting Bracket for a 2015+ Tahoe (LED Replacement Bulb Sold Separately).		1	260.00	260.00

Vehicle and Emergency Equipment Total

Quantity Ordered	2

Total Vehicle Order Cost **$99,954.00**

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DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	9/25/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX SO Jail Commander Christopher Watts 508 S. Rock Street Georgetown, TX 78626 512-943-1407

Customer Contact	Christopher T. Watts
Customer Phone	512-943-1407
Customer E-mail	cwatts@wilco.org
Estimate #	28940

2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Unity passenger side halogen spotlight, shaft, handle and mount for a 2015+ Tahoe (LED replacement bulb sold separately)		1	523.00	523.00
Federal Signal PAR46 6-inch Unity LED Spot Lamp Replacement Blub		2	171.255	342.51
Federal Signal Spectralux ILS Low Profile Off-Axis Style Interior Mount LED Warning System with Red/White LED Reflectors Driver Side and Blue/White LED Reflectors Passenger Side for the 2015 – 2020 Chevrolet Tahoe 9C1 & SSV			899.95	899.95
Federal Signal Pathfinder siren controller w/ remote head		1	770.00	770.00
Federal Signal 25 foot OBDII interface cable		1	120.00	120.00
Federal Signal 24 Channel Expansion Module for Pathfinder Siren/Light Controller		1	159.95	159.95
Federal Signal DynaMax 100W Speaker		1	99.00	99.00
Federal Signal ES100 Speaker Bracket, Universal Bail		1	15.00	15.00
Federal Signal Pair of Rumbler Woofers		1	292.50	292.50
Federal Signal Rumbler Mounting Brackets for a 2015+ Chevrolet Tahoe 9C1		1	27.50	27.50
Federal Signal Headlight/Taillight Flasher for 2015+ Chevrolet Tahoe 9C1		1	80.00	80.00
Federal Signal PBX Series Push Bumper for 2015+ Chevy Tahoe 9C1		1	370.55	370.55
Federal Signal - PBX Series Push Bumper Wing Wrap for a 2015+ Chevrolet Tahoe 9C1		1	189.95	189.95
Federal Signal - PBX Series Push Bumper Wing Wrap for a 2015+ Chevrolet Tahoe 9C1		1	189.95	189.95
Federal Signal - PBX Series Push Bumper Four-Light top-channel for Chevy Tahoe 9C1 & Ford F-150 bumpers, use with MPS600U or MPS620U lights		1	27.33	27.33
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead Dual Color Red/White - Mounted on Top Rail of Push Bumper & White Lights to Function as Alley Lights too.		2	90.015	180.03
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead Dual Color Blue/White - Mounted on Top Rail of Push Bumper & White Lights to Function as Alley Lights too.		2	90.015	180.03
Federal Signal - Dual Color and with 6 LEDs Corner Lights with In-Line Flasher in Red/Blue - Mounted on Front Corners of Front Bumper - See Past Build Pictures on WO # 18221		2	58.75	117.50

Vehicle and Emergency Equipment Total

Quantity Ordered	2

Total Vehicle Order Cost **$99,954.00**

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SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	9/25/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX SO Jail Commander Christopher Watts 508 S. Rock Street Georgetown, TX 78626 512-943-1407

Customer Contact	Christopher T. Watts
Customer Phone	512-943-1407
Customer E-mail	cwatts@wilco.org
Estimate #	28940

2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Federal Signal Micropulse Ultra 24 LED lighthead Dual Color Surface Mount Light in Red/Blue - Mounted on Each Side of the Rear License Plate to Body of Vehicle - Vertical - Up & Down		2	106.185	212.37
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead Dual Color Red/White - Mounted on Running Boards (Four per Side - Front to Back is RW/BW/RW/BW) & White Lights to Function as Alley Lights when Activated		4	90.0175	360.07
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead Dual Color Blue/White - Mounted on Running Boards (Four per Side - Front to Back is RW/BW/RW/BW) & White Lights to Function as Alley Lights when Activate		4	90.0175	360.07
Federal Signal Kit of four 5-degree rubber Mounting Wedges for use with MPS600U lights		2	17.95	35.90
Federal Signal XStream Interior Mount Warning Light, Dual Head model with wire lead, Tri-Color-Blue/Red/White - Mounted in Rear Side Glass – Programmed to do White Alley Lights when Activated		2	203.50	407.00
Federal Signal MicroPulse Ultra 620, Dual Color Surface Mount LED Lights in Red/Blue with Clear Lens, Intended to be Flashed with the Pathfinder Siren Controller & has Dimming Capability - Mounted on Bottom of Liftgate		2	84.02	168.04
Jotto Space Creator Partition for a 2015+ Chevrolet Tahoe 9C1		1	551.00	551.00
Jotto Tahoe 15+ HSEP - 2P (VP9 BDRH Only)		1	80.00	80.00
Setina Dual T-RAIL Style Mount 2, Universal XL - Weapon Rack with Handcuff Key Compatible Override with Maximum Adjustability and Versatility - Mounted on Prisoner Partition		1	325.00	325.00
Pro-Gard Charcoal Grey ABS Standard Straight Back Transport Seat with Wire Mesh Screen and Outboard Seat Belts for 2015+ Chevrolet Tahoe		1	1,124.00	1,124.00
Go Industries Window Barriers for Chevy Tahoe 2015+		1	161.00	161.00
Tech: Please Disable Rear Door Handles				
Federal Signal 3" Round 6 LED Compartment / Dome Light that is Switchable between Red or White - (1) One Mounted over Rear Driver Side Seat with On/Off Switch on "C" Pillar & (1) One mounted over Passenger Rear Seat with On/Off Switch on "C" Pillar.		2	45.00	90.00

Vehicle and Emergency Equipment Total

Quantity Ordered	2

Total Vehicle Order Cost **$99,954.00**

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SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	9/25/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX SO Jail Commander Christopher Watts 508 S. Rock Street Georgetown, TX 78626 512-943-1407

Customer Contact	Christopher T. Watts
Customer Phone	512-943-1407
Customer E-mail	cwatts@wilco.org
Estimate #	28940

2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Havis Console, 2015 Chevrolet Tahoe PPV		1	395.78	395.78
Havis Cup Holder		1	28.57	28.57
Havis Arm Rest - Side Mount		1	48.35	48.35
Havis 8.5" Heavy Duty Telescoping Pole with Side Mount & Short Handle		1	118.44	118.44
Havis 11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapter		1	220.68	220.68
Havis Docking Station with Dual Pass-Through Antenna connection for Panasonic Toughbook 33, 2-in-1 Laptop with Power Supply		1	956.54	956.54
Havis 1/2" Console Filler Plate		1	9.00	9.00
Havis 1" Console Filler Plate		1	12.00	12.00
Havis 3 in. Console Filler Plate		1	10.30	10.30
Havis 4" Console Filler Plate		1	10.00	10.00
Havis 1-Piece Console Equipment Mounting Bracket, 4" Mounting Space, Fits Federal Signal Smart Siren SSP3000		1	0.00	0.00
Havis 2.5" Console Equipment Bracket for 1-Piece Motorola XTL-1500		1	0.00	0.00
Havis Console Equipment Bracket for Panasonic Arbitrator - ARB-WJ-VR30		1	0.00	0.00
Havis Faceplate 1-Piece Equipment Mounting Bracket, 3.5" Mounting Space, Fits Misc. Carson SC-409 # HV-C-EB35-SC4-1P - Customer wants to modify the 2 flashlight chargers to be mounted inside the console towards the rear. See customer supplied pics where they mock fitted the flashlight chargers inside. You can also frame the chargers in this bracket.		1	24.95	24.95
Streamlight SI-20L Nimh Flashlight - Mounted inside the console towards the rear. See Customer Supplied Pictures.		1	125.00	125.00
Streamlight Stinger DS LED - 12V DC Steady Charge - Mounted inside the console towards the rear. See Customer Supplied Pictures.		1	98.09	98.09
3 Additional 12Volt DC Heavy Duty Electrical Power Socket w/moisture cover - Mounted on Right Side of Console		3	6.00	18.00
Federal Signal 3" Round 6 LED Compartment / Dome Light that is Switchable between Red or White - Mounted over Console with On/Off switch		1	45.00	45.00

Vehicle and Emergency Equipment Total

Quantity Ordered	2

Total Vehicle Order Cost **$99,954.00**

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SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	9/25/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX SO Jail Commander Christopher Watts 508 S. Rock Street Georgetown, TX 78626 512-943-1407

Customer Contact	Christopher T. Watts
Customer Phone	512-943-1407
Customer E-mail	cwatts@wilco.org
Estimate #	28940

2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Make & Model of Customer Supplied Police Radio - Motorola APX7500/DB/Dash Mount O5 Control head - Customer to Install, Please Pre-Wire for One Piece Radios Does the Customer Supplied Police Radio need to be "Hot", Powered all the time or on Ignition - On Ignition Is Customer Supplied Police Radio a One or Two Piece Unit - One Piece What is the Frequency of Customer Supplied Police Radio - 800Mhz & VHF WilCo will install the radios in all of our units in house. Defender only needs to install the antennas, radio speakers, battery lead wire, and ignition lead wire to the console. Pre-Wire to Console for Radio Power, Ground & Roof Antenna.				
Motorola 13-Watt Police Radio Speaker with Mounting Bracket - Mounted inside Console to the backside of the Console Speaker Grill on Driver's Side.		1	44.00	44.00
Two Way 800 MHZ Radio Antenna & Coax Cable - Roof Mount		1	40.00	40.00
Two Way VHF Radio Antenna & Coax Cable		1	30.00	30.00

Vehicle and Emergency Equipment Total

Quantity Ordered	2

Total Vehicle Order Cost **$99,954.00**

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SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	9/25/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX SO Jail Commander Christopher Watts 508 S. Rock Street Georgetown, TX 78626 512-943-1407

Customer Contact	Christopher T. Watts
Customer Phone	512-943-1407
Customer E-mail	cwatts@wilco.org
Estimate #	28940

2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Tahoe Roof Antenna Placement 800 MhZ Antenna – Roof mounted between B-C pillars VHF Antenna -- Roof mounted between B-C pillars Bluetooth Antenna -- roof mounted on pass. side between A-B pillars Panasonic Arbitrator Antenna - Mounted between the A-B pillars. Multi Purpose GPS Cradlepoint Antenna - Mount between the C-D pillars. Note - Cradle Point Mounting Placement: On Units that have a prisoner partition, the Cradle Point will be Mounted on the Prisoner Partition right behind the Front Passenger Seat. On Units that do not have a prisoner partition, on the Cradle Point run cabling & roof antenna leads under the Front Passenger Seat leaving 3 to 4 feet of service lead in the wires please. CAT 6 Cables go in these locations: Blue Cable - CP to Dock White Cable- VPU (PC PORT) to Dock Red Cable - CP to VPU (LAN PORT)				
Federal Signal 3" Round 6 LED Compartment / Dome Light that is Switchable between Red or White - Mounted on Rear Liftgate with On/Off Switch		2	45.00	90.00
Defender Supply Chevrolet Tahoe Premium Single Drawer Storage Box -.Measures 20" H x 47" W x 30" D.		1	1,895.00	1,895.00
Window Tint - For Two Front Windows - 20.0% Tint Please		1	89.95	89.95
Wash and Prepare Vehicle for Delivery to Customer		1	100.00	100.00
Dealer Prep		1	130.00	130.00
Misc. Shop Supplies		1	30.00	30.00
Shipping of Above Emergency Parts for Upfit		1	140.00	140.00
Defender Supply Wiring Harness, Power Distribution & Battery Management System		1	559.20	559.20

Vehicle and Emergency Equipment Total

Quantity Ordered	2

Total Vehicle Order Cost **$99,954.00**

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SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	9/25/2020
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Customer Contact	Christopher T. Watts
Customer Phone	512-943-1407
Customer E-mail	cwatts@wilco.org
Estimate #	28940

2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Installation of Above Emergency Equipment and Customer Supplied: 1.) Panasonic Arbitrator 360 video system - Tech: Please see the Trigger Mapping Doc loaded in Quick Books. Trigger Position # 1 2.) CAT 6 Cables - Red Cable, Blue Cable & White Cable 3.) Power & Ground Cables for Police Radios Tech Note: The Lighting Program was supplied to Defender Supply by Marc Courville @ Federal Signal & Approved by Williamson County - This program is the only Program that can be used & must be used by all techs on all units. Tech: Please disable rear door handles & used Loc-tite on all Brush Guard Bolts Customer will install their own radio, please run Power, Ground & Antenna Wiring to Console For Customer Supplied Parts, Tech Support or Panasonic Camera Assistance contact: Paul Best Public Safety Systems Administrator Williamson County ITS Office – (512) 943-1481 Fax – (512) 943-1474 Paul.Best@wilco.org No Vehicle Paint or Graphics - Customer is doing their own Graphics.		48	99.89479	4,794.95
Delivery to Department		1	350.00	350.00
Deliver Vehicles to: Fleet Maintenance 3151 SE Inner Loop-Suite B 508 South Rock Street Georgetown, TX 78626 512-943-3368 Call 30 minutes before arrival.				

Vehicle and Emergency Equipment Total	**$49,977.00**
Quantity Ordered	2
Total Vehicle Order Cost	**$99,954.00**

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

SIGNATURE _____

Commissioners Court - Regular Session **21.**

Meeting Date: 11/03/2020

Cold Case Coalition Room Block with Sheraton Hotel Contract

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving an agreement with Sheraton Austin Georgetown Hotel and Conference Center for a room block for the Cold Case Coalition Event and authorizing execution of the agreement for dates 11/15/20 to 11/17/20 for 10 rooms each night (30 total). Total amount of contract is $4,062.30. Funding source is Grant Funds 407A.407P.2.1 (In State Training).

Background

Williamson County Sheriff's Office to host the Cold Case Coalition Event held at the Sheraton Austin Georgetown Hotel and Conference Center November 15th through November 18, 2020.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sheraton Hotel contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/29/2020 11:47 AM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 11:57 AM
Form Started By: Brenda Fuller		Started On: 10/29/2020 10:51 AM
Final Approval Date: 10/29/2020		

SHERATON
EST. 1937

LETTER OF INTENT

October 23, 2020

Laura Massengale
Williamson County Sheriff's Department
508 S Rock Street,
Georgetown, TX 78626-5604
Phone: (512) 517-9925
Email: laura.massengale@wilco.org

Reference#: M-L4Y8IC3

Dear Laura Massengale,

Thank you for choosing **Sheraton Austin Georgetown Hotel & Conference Center**, located at 1101 Woodlawn Avenue, Georgetown, TX 78628, (737) 444-2700, to host the Cold Case Coalition Room Block. This letter outlines the requirements we discussed for your event. We are committed to meeting your needs, delighting your guests, and providing high quality service and attention to detail during your group's stay.

Rooms Information: The Hotel agrees that it will provide, and Williamson County Sheriff's Department intends to use, 30 room nights in the pattern set forth below:

Date	Day	Run of House	Total Rooms
11/15/2020	Sun	10	**10**
11/16/2020	Mon	10	**10**
11/17/2020	Tue	10	**10**

Start Date	End Date	Room Type	Rate
11/15/2020	11/17/2020	Run of House	$119.00

Hotel's room rates are subject to applicable state and local taxes (currently **13%**) in effect at the time of check-out.

State Cost Recovery Fee: Texas law imposes a margin tax on each company conducting business in Texas, including the Hotel Owner. To recover the cost of the margin tax, guest room rates are subject to a "State Cost-Recovery Fee" (currently 0.79% of the room rate, plus applicable state and local taxes). Although the fee is not a government mandated charge, the state allows this charge to be passed on to the custom.

The group room rates listed above are net non-commissionable. Williamson County Sheriff's Department will be responsible to pay any commissions due to any agency for this event.

Method of Reservations: Reservations for the Event will be made by individual attendees directly with Marriott reservations at **1-800-477-3340.**

All reservations must be guaranteed with a major credit card. The hotel will not hold any reservations unless secured by credit card.

Reservations for all guests must be received on or before **5:00 PM CST, Sunday, November 1, 2020**, (**the "Cutoff Date").** After the Cutoff Date, the hotel will release any unreserved rooms for general sale and, in the hotel's discretion, will accept reservations at Williamson County Sheriff's Department's group rate, on a space and rate available basis.

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

If for any reason, you no longer need the block of rooms, please let us know as soon as possible, and we will be happy to cancel the room block, without charge to the group. The cancellation policy applicable to individually made reservations will continue to apply.

Williamson County Sheriff's Department agrees that neither the Group nor attendees of the Event shall be authorized to resell room reservations made pursuant to this letter.

The following billing arrangements apply to guest rooms: Individual to pay all guest room charges (cash paying guests may be asked to leave a cash or credit card deposit to guarantee payment).

This letter is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Williamson County Sheriff's Department agree to cooperate with each other to ensure compliance with such laws.

In the event of dispute resolution, the non-prevailing party will pay the other's costs and attorney's fees.

Affiliate or Competing Group: Williamson County Sheriff's Department agrees that they are not affiliated or competing with any other group currently booked in the Hotel over the dates of this event. Should Hotel determine that group is affiliated with or a competitor of another group currently booked in the Hotel, Williamson County Sheriff's Department agrees that Hotel may cancel this contract, upon written notice to Williamson County Sheriff's Department.

Privacy: Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at http://www.marriott.com/about/privacy.mi) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Williamson County Sheriff's Department will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

Compliance with Equal Opportunity Laws: This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

Marriott Bonvoy Events: Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Williamson County Sheriff's Department has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

GROUP MUST CHECK **ONE** OPTION BELOW:

☐ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name:

Marriott Bonvoy Membership Number:

*If Miles are desired instead of Points, please also provide:

Participating airline name:

Participating airline frequent flyer account number:

OR

☐ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at https://www.marriott.com/loyalty/terms/default.mi and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

Confirmation: Please confirm that this letter correctly reflects your needs and your intent to hold the Event by providing your signature below. Your confirmation must be received by **5:00 PM CST, Monday, October 26, 2020**. It will be left to Hotel's discretion, based on room and rate availability, to accept this business after such date.

The Hotel's Event Manager will contact you shortly to discuss the details of your Group's stay. However, in the meantime, if you have any questions, please feel free to give me a call.

Geoffrey Hunter / sr
Sales Manager
(847) 232-5379 / Fax: (877) 370-9867
Geoffrey.Hunter@marriott.com

Name:

Title:

Signature:

Date:

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

Commissioners Court - Regular Session **22.**

Meeting Date: 11/03/2020

CovertTrack for SO

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a purchase order for renewal of one (1) year of Unlimited 5 Second Updates, Annual Subscription to Access CovertTrack Mapping Product, and Surveillance Phone APP of Audio, Video, and GPS Product on CovertTrack.com in the amount of $5,460.00.

Background

Approval of this purchase order will support the operations of the Williamson County Sheriff's office. The renewal of CovertTrack Group INC., has increased due to 5 new devices added to the service. This expenditure will be charged to 01.0100.0560.004500, department contact will be Mary Johnson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CovertTrack

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/29/2020 11:09 AM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 11:19 AM
Form Started By: Laura Zavala		Started On: 10/23/2020 02:51 PM
Final Approval Date: 10/29/2020		

PR# 124 B 4

COVERTTRACK

CovertTrack Group Inc

15600 N 78th Street
Scottsdale, AZ 85260

Sales Order

Date	S.O. #
7/30/2020	20371

Name / Address	Ship To
Williamson County Sheriffs Office Attn: Mary Johnson 508 S. Rock Street Georgetown, TX 78626	Williamson County Sheriffs Office 508 S. Rock Street Georgetown, TX 78626 Russell Travis

Due Date	FO No.	P.O. No.
7/30/2020		

Description	Start Date	End Date	Qty	Rate	Amount
Renewal (1 Year) of Unlimited 5 Second Updates & Annual Subscription to Access the CovertTrack Mapping Product **Annual Airtime Discounted Rate for 10 + Qualifying Devices Device # 352753091377182 ✓	10/24/2020	10/23/2021	1	540.00	540.00
Renewal (1 Year) of Unlimited 5 Second Updates & Annual Subscription to Access the CovertTrack Mapping Product Device # 359739077182459 ✓ Renewal is $420 (Customer supplied SIM)	11/16/2020	11/15/2021	1	420.00	420.00
Renewal (1 Year) of Unlimited 5 Second Updates & Annual Subscription to Access the CovertTrack Mapping Product **Annual Airtime Discounted Rate for 10 + Qualifying Devices Device # 359636093346607 ✓ 357812098577791 ✓ 357812096950073 ✓ 357812096926131 ✓ 357812098571968 ✓ 359636091954055 ✓ 359636092897311 ✓	11/16/2020	11/15/2021	7	540.00	3,780.00

	Subtotal
	Sales Tax (8.05%)
	Total

Phone #	Fax #	E-mail
480-661-1916	480-451-5421	invoice@coverttrack.com

COVERTTRACK

CovertTrack Group Inc

15600 N 78th Street
Scottsdale, AZ 85260

Sales Order

Date	S.O. #
7/30/2020	20371

Name / Address	Ship To
Williamson County Sheriffs Office Attn: Mary Johnson 508 S. Rock Street Georgetown, TX 78626	Williamson County Sheriffs Office 508 S. Rock Street Georgetown, TX 78626 Russell Travis

Due Date	FO No.	P.O. No.
7/30/2020		

Description	Start Date	End Date	Qty	Rate	Amount
Renewal (1 Year) - Surveillance Phone APP of Audio, Video and GPS Product on CovertTrack.com Phone App: A282514568	11/16/202	11/15/2021	1	720.00	720.00

Subtotal	$5,460.00
Sales Tax (8.05%)	$0.00
Total	$5,460.00

Phone #	Fax #	E-mail
480-661-1916	480-451-5421	invoice@coverttrack.com

Commissioners Court - Regular Session **23.**

Meeting Date: 11/03/2020

Third Party Administrator for Indigent Health Care

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Third Party Administrator for Indigent Health Care for Williamson County under RFP #T2419.

Background

This Request for Proposals will be issued to solicit responses for a Third Party Administrator to maintain the network of providers, provide case management services, contract and manage pharmacy benefit services, perform data collection and reporting, and manage claims for indigent health care that Williamson County provides. Williamson County & Cities Health District administers the program for the county. Point of contact is Julie Kiley, Auditor's Office. Budget approved in FY 21 01.0100.0630.004905.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/29/2020 11:38 AM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 11:44 AM
Form Started By: Brenda Fuller		Started On: 10/28/2020 09:48 AM
Final Approval Date: 10/29/2020		

Commissioners Court - Regular Session **24.**

Meeting Date: 11/03/2020

TransUnion Risk

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving an agreement between TransUnion Risk and Alternative Data Solutions, Inc. (TRADS) and Williamson County for a customized search and locate tool for Law Enforcement Agents in the amount of $100.00 per month and authorizing the execution of the agreement.

Background

This service is for the Williamson County Attorney's Office for the latest, most accurate data to ensure that proper identification is made while using multi-jurisdictional search tools designed for Law Enforcement. The cost is $100.00 per month for 150 transactions per month for 12 months without auto-renewal. The end-user will be Deputy Chief Investigator John McKinney. This expenditure will be charged to 01.0100.0475.004210. Funding was approved in the FY21 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TransUnion

TransUnion

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/29/2020 10:45 AM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 10:53 AM
Form Started By: Mary Watson		Started On: 10/27/2020 11:09 AM
Final Approval Date: 10/29/2020		

TransUnion

TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC.
SUBSCRIBER AGREEMENT & APPLICATION

Application: Must be completed in its entirety.

Company

Name of Company or Agency ("Subscriber"): Williamson County Attorney's Office - TX	DBA:
Federal Employee Identification Number (FEIN): 74-600978	
Physical Address: 405 Martin Luther King, Suite 229, Georgetown, Tx 78626	
Phone Number: 512-943-1111	Number of Employees: 6
Type of Business (LLC, C-Corp, S-Corp):	Industry:
Web Site Address: www.wilco.org	
Business/Profession License # (if applicable): Please provide copy of license	

Primary Administrator (The person responsible for managing your account on behalf of the Company.)

Name: John McKinney	Title: Deputy Chief Investigator
Address (if not Headquarters):	
Direct Phone #: 512-943-1125	Cell Phone #: 432-413-9548
E-mail Address: jdmckinney@wilco.org	

Subscriber Agreement:

This Subscriber Agreement ("Agreement") is entered into as of the date indicated below, by and between Subscriber and TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS"), effective on the date of the approval of the foregoing Application by TRADS.

1. Subscriber understands and agrees that TRADS offers public record products and other products and services ("TRADS Services") that may contain sensitive information that is governed by various state and federal laws, including the Gramm-Leach-Bliley Act (15 U.S.C. § 6801-6809) ("GLBA") and The Driver's Privacy Protection Act (18 U.S.C. § 2721-2725) ("DPPA"), all of which, and without limitation, the Subscriber certifies to comply, where applicable.

2. TRADS is not a "consumer reporting agency," as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA") and TRADS Services do not constitute "consumer report(s)," as defined by FCRA. TRADS Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other purpose contemplated by the FCRA.

3. TRADS may make a reasonable number of TRADS Services available to the Subscriber on a trial basis free of charge until the earlier of (a) fourteen (14) calendar days or as otherwise agreed to by TRADS in writing or (b) 1,000 transactions or (c) the start date of purchased TRADS Services ordered by Subscriber. Subscriber access to TRADS Services during any such free trial shall be subject to all the terms of your Subscriber Agreement and the online Terms and Conditions. After the expiration of a free trial, if any, Subscriber agrees to pay TRADS all applicable fees and charges for TRADS Services accessed, including taxes, duties and other charges imposed by any governmental entity for the TRADS Services provided under this Agreement within the time frames specified in Section 6(a) below.

4. Either party may terminate this Agreement at any time upon notice to the other party.

5. This Agreement, the attachments, if any, and the online Terms and Conditions, all incorporated by reference, constitute the entire agreement between Subscriber and TRADS. Terms and Conditions may be found at http://www.TLO.com/termsandconditions.

6. Notwithstanding anything to the contrary contained in the online Terms and Conditions, TRADS and this particular Subscriber agree as follows:

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

[Signature on following page]

Approved TransUnion Legal Dept

TransUnion

AUTHORIZATION AND ACCEPTANCE OF TERMS

Subscriber agrees to be bound by this Agreement and agrees to pay all fees and charges according to the online Terms and Conditions. I certify that I am authorized to execute this Agreement on behalf of the Subscriber and the statements I have provided in this Agreement are true and correct.

Name of Company or Agency ("Subscriber"):	**DBA:**
Authorized Signature:	**DATE:**
Print Name of Authorized Signer:	**TITLE:**

APPROVED
TRADS Legal Dept
By:
Date: 10-26-2020

TransUnion

PRICING SUPPLEMENT

This Pricing Supplement and attached Pricing Sheet (collectively, the "Supplement") is incorporated into and supplements the then-current Law Enforcement Agency Subscriber Agreement ("Agreement") between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and the Agency. The Agency agrees as follows:

1. **Effective Date; Term.** The Effective Date of this Supplement is specified in the Pricing Sheet. This Supplement shall commence upon the Effective Date and continue for the period specified in the Pricing Sheet ("Supplement Term"). Upon expiration of the Supplement Term, the Agreement will continue in effect in accordance with the terms therein, absent this Supplement, subject to TRADS's then-current fees and charges for the TRADS Services accessed thereafter. TRADS reserves the right to terminate this Supplement for convenience at any time.

2. **Fees and Charges**. Agency agrees to be bound by this Supplement and agrees to pay all fees and charges set forth in the Pricing Sheet during the Supplement Term.

3. **Miscellaneous.** In the event of a conflict between the terms of this Pricing Supplement and any prior pricing supplement, agreement or understanding with respect the TRADS Services identified herein, the terms of this Pricing Supplement shall supersede, control and otherwise replace. In the event any one or more provisions of this Supplement, or the Pricing Sheet, is held to be invalid or unenforceable, the enforceability of any remaining provision(s) shall be unimpaired. All capitalized terms used but not defined in this Supplement will have the same meanings as defined in the Agreement. Except as provided in this Supplement, all other terms the Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of the Agreement and this Supplement, the terms of this Supplement will apply.

[Remainder of page intentionally left blank.
Signature page follows on the attached Pricing Sheet.]

TransUnion

PRICING SHEET
to Pricing Supplement

"Agency": Williamson County Attorney's Office - TX **Agency ID:** 14011 **TRADS Services:** TLOxp® Online - Non-Batch LE Flat Rate. **Effective Date:** 10/01/2020 **Supplement Term:** 12 month(s) without auto-renewal.	**Monthly Fee:** $ 100.00 **Number of Monthly Transactions:** 150 The Monthly Fee includes the above number of Monthly Transactions, subject to the Excluded Searches/Reports and Transactional Overage Pricing sections below. Unused Monthly Transactions do not rollover into a subsequent month.

EXCLUDED SEARCHES/REPORTS:

The Monthly Fee includes all searches and reports currently offered through the TRADS Services as of the Effective Date, except as follows. Any of the following searches and reports, if checked below, are excluded.

- ☒ **Social Media Comprehensive Report**
- ☐ **Social Media Basic Search**
- ☐ **Super Reverse Phone Lookup**
- ☐ **Relationship Report**
- ☒ **Driving Violations**
- ☐ **Real-Time Phone Carrier Search**
- ☒ **Vehicle Sightings via DRN**
- ☒ **CARFAX® Vehicle History Report**
- ☐ **Comprehensive Report – Person**
- ☐ **Comprehensive Report – Business**
- ☐ **Locate/Asset Report**
- ☐ **Address Report**
- ☐ **Global Watch List Search**
- ☐ **Phone Report**

The excluded searches and reports, as checked, are subject to TRADS' then-current fees and charges (unless a price is specified above) on a per Transaction basis, subject to Agency's data access rights. The fees and charges for Excluded Searches/Reports shall be in addition to the Monthly Fee. TRADS reserves the right to exclude future released searches and/or reports from the Monthly Fee.

TRANSACTIONAL OVERAGE PRICING:

Transactions exceeding the Number of Monthly Transactions specified above will be subject to TRADS' then-current fees and charges on a per Transaction basis, except as specified otherwise below and subject to Agency's data access rights. Transactional Overage Pricing shall be in addition to the Monthly Fee.

"Transactions" means any information returned by TRADS in response to a search query (whether in the form of search results or reports).

Agency acknowledges and agrees that Agency's signature on this page constitutes agreement to and acceptance of this Supplement in its entirety.

Acknowledged and agreed to by:

Williamson County Attorney's Office - TX
Agency Name ("Subscriber")

Authorized Signature Signature Date

Type or Print Name of Authorized Signer

Commissioners Court - Regular Session **25.**

Meeting Date: 11/03/2020

Konica Minolta Copier

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a copier lease agreement between Konica Minolta Business Solutions USA, Inc. and Williamson County in the amount of $175.40 per month, pursuant to DIR Contract #DIR-CPO-4439 and authorizing the execution of the agreement.

Background

Approval of this lease will support the operations of the Williamson County Transformative Justice Program. Lease is for 36 months at the rate of $175.40 per month.
Maintenance agreement includes all toners and supplies, all copies to be billed monthly at $0.0059. This expenditure will be charged to 01.0100.3005.004621, Department contact will be Leisa Jones.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Konica

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/29/2020 10:41 AM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 10:51 AM
Form Started By: Laura Zavala		Started On: 10/23/2020 10:37 AM
Final Approval Date: 10/29/2020		

DocuSign Envelope ID: 96DEC5EF-7279-4BB9-9ED2-24AC43DE2563

Texas DIR

Contract # DIR-CPO-4439
Appendix E Master Lease Agreement

Supplementary Schedule for Master Lease

CUSTOMER BILL - TO INFORMATION *(Separate schedules must be completed for each billing location.)*

LEGAL COMPANY NAME			DEPARTMENT NAME
Williamson County Juvenile Justice Center			
STREET ADDRESS / P.O. BOX			BLDG / ROOM / SUITE
200 Wilco Way			
CITY	STATE	ZIP	BILLING CONTACT NAME
Georgetown	Texas	78628	John Pelczar
BILL-TO PHONE NUMBER*	FAX NUMBER		FEDERAL TAX I.D. NUMBER
512 943 3204			

CUSTOMER INSTALLATION LOCATION *(Separate schedules must be completed for each billing location.)*

LESSEE LEGAL NAME			DEPARTMENT NAME
Williamson County Juvenile Services			
STREET ADDRESS / P.O. BOX			BLDG / FLOOR / ROOM / SUITE
303 Martin Luther King St.			
CITY	STATE	ZIP	CONTACT NAME
Georgetown	Texas	78726	x Marc Ruiz
PHONE NUMBER		FAX NUMBER	
x 512 775 2057			

MAKE/MODEL NO./ACCESSORIES	SERIAL NO.
(1) BIZHUB 450i	
(1) MFP Delivery	
(1) PC-416 Paper Feed Cabinet	
((1) FS-539 Staple Finisher and Relay Kit	
(1) PK-524 2/3 Hole Punch Kit for FS-539	
(1) ESP Diagnostic Power Filter 120V/15A	
(1) Basic Network Service	
(1) Professional Services	

Maintenance Agreement includes all toner and supplies - all copies to be billed monthly at 0.0059

See attached schedule for additional Equipment / Accessories

TERM AND PAYMENT SCHEDULE

36 *(mos.)* Monthly Payments of $ 175.40 *(plus applicable taxes)*

☑ FMV ☐ $1.00 Out

THIS SUPPLEMENTARY SCHEDULE INCORPORATES ALL OF THE TERMS & CONDITIONS OF THE MASTER LEASE AGREEMENT FOR THE LEASE OF EQUIPMENT IDENTIFIED ABOVE.

LESSOR ACCEPTANCE

DocuSigned by: Milo Bump 0...

DATED	LESSOR	SIGNATURE	PRINT NAME
	Konica Minolta Business Solutions USA, Inc.		

CUSTOMER ACCEPTANCE

X

DATED	FULL LEGAL NAME	SIGNATURE / TITLE	PRINT NAME

Commissioners Court - Regular Session **26.**

Meeting Date: 11/03/2020

Security Services for Election Day

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of security services for early voting and election day from the City of Austin in the amount of $5,325.00 and exempting the City of Austin from the competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(2) - an item necessary to preserve the health and safety of the residents of the county.

Background

Approval of this purchase will support the operations of Williamson County Elections Department in the upcoming Presidential Election. Quote attached outlines security services to be provided in the amount of $5,325.00 for the dates of October 13, 2020 - October 30, 2020 and for November 3, 2020, COA General & Special Elections. The expenditure will be charged to 421P. Department contact is Christopher Davis.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Security for Elections

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/29/2020 10:39 AM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 10:52 AM
Form Started By: Laura Zavala		Started On: 10/23/2020 10:13 AM
Final Approval Date: 10/29/2020		

AUSTIN PUBLIC LIBRARY

P.O. Box 2287, Austin, TX 78768-2287 | (512) 974-7400 | www.cityofaustin.org/library

QUOTE

Date: 09/21/20

Austin Public Library
Finance Department
P.O. Box 2287
Austin, TX 78768-2287
Phone: (512) 974-7433

Supplied To:
Williamson County Elections Department
c/o Jenifer Favreau, Deputy Elections Administrator
jfavreau@wilco.org
301 SE Inner Loop Ste 104
Georgetown, TX 78626

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Security Services for Election Day Voting Sites at 1 library location; November 3, 2020 COA General & Special Election	265.00	265.00
		TOTAL DUE	**265.00**

Please Remit Payment To:
Austin Public Library
Financial Manager
P.O. Box 2287
Austin, TX 78768-2287

AUSTIN PUBLIC LIBRARY

P.O. Box 2287, Austin, TX 78768-2287 | (512) 974-7400 | www.cityofaustin.org/library

QUOTE

Date: 09/21/20

Austin Public Library
Finance Department
P.O. Box 2287
Austin, TX 78768-2287
Phone: (512) 974-7433

Supplied To:
Williamson County Elections Department
c/o Jenifer Favreau, Deputy Elections Administrator
jfavreau@wilco.org
301 SE Inner Loop Ste 104
Georgetown, TX 78626

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Security Services for Early Voting Sites at 1 library location; October 13, 2020 - October 30, 2020, for November 3, 2020 COA General & Special Election	5060.00	5,060.00
		TOTAL DUE	**5,060.00**

Please Remit Payment To:
Austin Public Library
Financial Manager
P.O. Box 2287
Austin, TX 78768-2287

Commissioners Court - Regular Session **27.**

Meeting Date: 11/03/2020

Elections Office ADT Commercial Phase II

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 Phase II for $2,451.00 for equipment and installation and $24.60 per month for 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 charge 01.0100.0509.004500.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum and Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/29/2020 10:51 AM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 10:56 AM
Form Started By: Andrew Portillo		Started On: 10/28/2020 09:26 AM
Final Approval Date: 10/29/2020		

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 Quote, dated October 26, 2020 (in annual amounts of $2,451)

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: October, 26th, 2020

ADT Commercial

ADDITIONAL PREMISES / EQUIPMENT / SERVICES RIDER

890964565

Branch:	6675	Sales Representative:	Jordan Blake	Today's Date:	10/26/2020

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
Customer No:	950992222	Sales Agreement No:	890964565

ANY AND ALL SERVICES PROVIDED BELOW ARE DEFINED IN AND SUBJECT TO THE MASTER TERMS AND CONDITIONS

This Rider is intended to be made a part of that certain Schedule of Protection, Proposal and Sales Agreement ("Agreement") between ADT Commercial, a division of ADT LLC, ("ADT") and the Customer listed above for service at the location(s) listed below.

The Customer hereby agrees to pay ADT, its Agents or Assigns, the sum of $2,451.00 plus any applicable taxes, of which $0.00 shall be payable upon signing of this Rider and the balance payable upon completion of installation. In addition, Customer agrees to pay Annual in advance the additional sum of $295.20. Customer agrees to pay the total Licenses and Permit Charge of $0.00 at the time of sale.

The parties agree that the Agreement of which this Rider is made a part is and shall remain in full force and effect in accordance with all the terms and conditions thereof, modified only as specifically provided in this Rider.

To the extent that there is any conflict or inconsistency between the master terms and conditions and this rider, the terms and conditions of this rider shall control.

Site Location Information			
Location Name:	WILLIAMSON COUNTY ELECTIONS OFFICE		
Address:	301 SE INNERLOOP STE. 102 AUSTIN, TX 78726	Phone:	(661)266-5652
Site #	300032534		

System Design Information			
System Design Name:	Elections Office Phase Two	Job #:	
Equipment Ownership:	Customer Owned		
Warranty Period:	90 Days		

Services

Elections Office Phase Two

Service Plan	ADT Protection Plan

Equipment List

Quantity	Description	Included in Service Plan
1	Wired 8 - Zone Expander	Yes
3	Door /Window Transmitter With Magnets. (Also Available In Brown - 5816Wmbr)	Yes
1	Motion Detector - 5800Pir-Res	Yes
1,200	22/4 STR CM/CL2 5C SB WHT	Yes
2	CONTACT SURFACE MOUNT WHITE	Yes

Equipment & Installation Total	$2,451.00
Estimated Taxes	$0.00
Monthly Fee	$24.60

Existing Equipment

Quantity	Description	Included in Service Plan
1	LARGE LCD KEYPAD	Yes
4	CONTACT SURFACE MOUNT WHITE	Yes
1	Overhead Door Contact Spst, Adjustable Magnet W/L-Bracket, 2 3/8 in Standrd Gap, 24 in Armored Cab	Yes
3	Pir Motion Detector, 35 Ft Fan Pattern	Yes

Scope Of Work

ADT is proposing to connect extend the elections office alarm system into the elections warehouse. All perimeter doors to the suite will have contacts, and there will be motion detection throughout the interior. All existing devices will be reutilized and connected to the system. New wires for existing devices will be ran to a zone expander which is to be located in the electrical room. The additional monthly fee represents warranty on all devices as well as an annual inspection of the additional devices.

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.

Inclusions/Exclusions

Compliance

If I have provided or do provide ADT Commercial, a division of ADT LLC, ("ADT") with a phone number, including but not limited to a cell phone number, a number that I later convert to a cell phone number, or any number that I subsequently provide for billing and other non-solicitation purposes, I agree that ADT or ADT LLC ("ADT") may contact me at this/these number(s). I also agree to receive calls and messages such as pre-recorded messages, calls and text messages from automated dialing systems at the number(s) provided.

I confirm that I am the registered owner of all telephone number(s) that I have or will provide to ADT to contact me. If I have provided or do provide ADT with an email address, I agree that ADT may send me emails regarding my ADT Services or new ADT or third-party products and services. I may unsubscribe or opt out by calling 877.776.1911.

Signatures

This Agreement is not binding upon ADT unless and until either signed by an Authorized Manager of ADT, or we begin the installation of equipment or provision of services to you. You acknowledge that you may not receive a copy of this Contract signed by ADT's Authorized Manager, but such lack of receipt shall not, in any way, invalidate or otherwise affect this Contract.

Customer Authorized Representative	Printed Name	Title	Date

ADT Representative	Printed Name	Title	Date
Kenisha Black	Kenisha Black	Commercial Sales Manager	10/26/2020

ADT Authorized Manager	Printed Name	Title	Date

Commissioners Court - Regular Session **28.**

Meeting Date: 11/03/2020

Discuss, consider and take appropriate action to approve the resale of property held in trust.

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution authorizing the Presiding Officer of the Williamson County Commissioners Court to execute a Deed without Warranty from the City of Granger, Texas, in trust for the use and benefit of the Granger Independent School District, and Williamson County, Texas to Mister Exterior of the City of Austin pertaining to All Lots 11, 12,13,14, 15,16, and 17 and the South 40-feet of Lots 18, 19, and 20, Block 27, Original Townsite of the City of Granger, described in Document #2010070250 of the Official Public Records, Williamson County, Texas (R012620).

Background

In 2009, Williamson County filed a lawsuit to collect delinquent property taxes on behalf of itself, Granger Independent School District, and the City of Granger, Texas vs. James Mays et al. On June 8 th, 2010, a judgment was signed ordering foreclosure of the tax lien on property account R012620, located on Willis Street in Granger. Pursuant to the Property Tax Code, in October of 2010, the property was offered for sale at a public tax foreclosure sale. The property did not receive a bid and was taken into trust by the County for the use and benefit of all the taxing jurisdictions. This property has been held in trust with an exempt status since October 2010 and has therefore been completely exempt from taxation since that date. Michael Perkins, on behalf of Mister Exterior LLC, has tendered a purchase offer of $4,000, which is an amount greater than the market value specified in the judgment of foreclosure. By accepting this offer, the County would place the property back on the tax rolls and produce tax revenue for all applicable taxing units.

For the reasons stated herein, it is counsel’s recommendation to approve the offer by Mister Exterior LLC to purchase property account R012620 out of trust.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mister Exterior Deed wo Warranty

Mister Exterior Resolution

Form Review

Inbox	Reviewed By	Date

County Judge Exec Asst.	Andrea Schiele	10/22/2020 02:05 PM
Form Started By: Judy Kocian		Started On: 10/22/2020 01:47 PM
Final Approval Date: 10/22/2020		

DEED WITHOUT WARRANTY

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

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

THAT The County of Williamson, Texas, TRUSTEE for itself and the City of Granger, Texas, and Granger Independent School District, acting by and through the County Judge of The County of Williamson, Texas, for and in consideration of the sum of FOUR THOUSAND AND .00/100S ($4,000.00), and other good and valuable consideration paid by the Grantee named below, the receipt and sufficiency of which are acknowledged by Grantor, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to **Mister Exterior LLC**, whose address is 16719 White Brush Loop, Austin, Texas 78717, the following described Property, to wit:

> All of Lots 11, 12, 13, 14, 15, 16, and 17 and the South 40 feet of Lots 18, 19, and 20, Block 27, Original Townsite of the City of Granger, Williamson County, Texas, being that property more particularly described in Volume 259, Page 4 and a part of that tract of land more particularly described in Volume 408, Page 586 of the Deed Records, Williamson County, Texas (Tax Account #R012620).

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the provisions, conditions and limitations stated below, to Grantee **Mister Exterior LLC**, their successors and assigns forever, without warranty of any kind.

The Grantor and all the taxing units involved in this conveyance exclude and except any warranties, express or implied, regarding the Property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor. This conveyance is expressly made subject to any right of redemption of the Property which may exist under Section 34.21 of the Texas Tax Code.

Grantor(s) have not made, and do not make any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality or condition of the Property, the suitability of the property for any and all activities and uses which grantees may conduct thereon, compliance by the property with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, grantors do not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U.S.

Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the Property. This Property is sold "as is" with all faults.

The consideration paid by the Grantee being greater than the adjudged market value of the property, this conveyance is made pursuant to the provision of section 34.05(a) and (h) of the Texas Tax Code.

IN TESTIMONY WHEREOF The County of Williamson, Texas, Trustee, has caused these presents to be executed on this the____day of _____, 2020.

The County of Williamson, Texas

By

_____

Bill Gravell, Jr.
County Judge

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared Bill Gravell, Jr., Williamson County Texas, County Judge, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the____day of _____, 2020.

_____

Notary Public, State of Texas

After recording, return to:

Mister Exterior LLC
16719 White Brush Loop
Austin, Texas 78717

STATE OF TEXAS

COUNTY OF WILLIAMSON

RESOLUTION AUTHORIZING RESALE OF PROPERTY HELD IN TRUST BY THE COUNTY OF WILLIAMSON, TEXAS, TRUSTEE

Whereas, the Williamson County Tax Office collects property taxes for the Granger Independent School District, The City of Granger, Texas, and The County of Williamson (" the Taxing Units"); and

Whereas, on October 5th, 2010, property described as All of Lots 11, 12, 13, 14, 15, 16, and 17 and the South 40 feet of Lots 18, 19, and 20, Block 27, Original Townsite of the City of Granger, Williamson County, Texas, being that property more particularly described in Volume 259, Page 4 and a part of that tract of land more particularly described in Volume 408, Page 586 of the Deed Records, Williamson County, Texas (Tax Account #R012620) ("the Property") was the subject of a tax sale; and

Whereas, the Property did not receive a bid at the tax sale and was struck off to The County of Williamson, Texas, Trustee, in Trust, for the use and benefit of itself, Granger Independent School District and the City of Granger, Texas, by virtue of a Constable's Deed recorded as Document No. 2010070250 of the Official Public Records, Williamson County, Texas; and

Whereas, the Property has been tax exempt since October 2010; and

Whereas, it is in the best interest of the Taxing Units that the Property be resold in an efficient manner which will maximize the amount realized from the sale of this tract; and

Whereas, Mister Exterior, LLC, a Texas limited liability company, whose address is 16719 White Brush Loop, Austin, Texas 78717, has offered to purchase the Property for $4,000.00, which amount is greater than the market value of the Property specified in the judgment of foreclosure; and

Whereas, Section 34.05 of the Texas Tax Code provides for the private sale of property acquired by a taxing unit;

WHEREFORE, BE IT RESOLVED that The County of Williamson, Texas, Trustee, in Trust, for the use and benefit of itself, Granger Independent School District and the City of Granger, Texas, accepts the offer to purchase the Property for $4,000.00 and shall resell all of the interest of the Taxing Units in the Property described below to Mister Exterior, LLC, a Texas limited liability company.

Property to be sold:

All of Lots 11, 12, 13, 14, 15, 16, and 17 and the South 40 feet of Lots 18, 19, and 20, Block 27, Original Townsite of the City of Granger, Williamson County, Texas, being that property more particularly described in Volume 259, Page 4 and a part of that tract of land more particularly described in Volume 408, Page 586 of the Deed Records, Williamson County, Texas (Tax Account #R012620).

BE IT FURTHER RESOLVED that the Presiding Officer of the Commissioners Court of Williamson County, Texas, on the _____ day of _____, 2020 is authorized to execute a deed without warranty conveying the property sold pursuant to this Resolution.

THIS RESOLUTION WAS ADOPTED this _____ day of _____, 2020 by the Commissioners Court of Williamson County, Texas.

_____
Presiding Officer THIS DAY
The Commissioners Court of Williamson County, Texas

_____
Attested: County Clerk

Commissioners Court - Regular Session **29.**

Meeting Date: 11/03/2020

Momix Performance Center annual maintenance and support

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 Mo'mix Performance Center Subscription Services Agreement covering the term of October 2020 – September 2021 for the annual amount of $78,200 with Mo'mix Solutions, Inc. under BuyBoard Contract #579-19.

Background

This is for Performance Center annual maintenance and support. The funding source in the FY21 budget is under Software Maintenance, 01.0100.0503.004505 covering the term of 10/1/20-9/30/21. The department point of contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mo'Mix Performance Center SSA

Mo'Mix Performance Center Order Form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/29/2020 10:06 AM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 10:20 AM
Form Started By: Dianne West		Started On: 10/22/2020 09:35 AM
Final Approval Date: 10/29/2020		

SUBSCRIPTION SERVICES AGREEMENT

This agreement is between Mo'mix Solutions, Inc., a Texas corporation (**Mo'mix**), and the entity or individual agreeing to these terms (**Customer**). It is dated as of the date Mo'mix signs below.

a) **SOFTWARE-AS-A-SERVICE**. This agreement provides Customer access and usage of an Internet based software service, for an unlimited number of Authorized Users (defined below), as specified on an order signed by both parties (**Service**). Mo'mix may make modifications to the Service from time to time, without liability to Customer, and will use commercially reasonable efforts to notify Customer of any material modifications. Mo'mix may terminate the Services at the end of the then-current term.

b) **USE OF SERVICE**.

a. **Customer Owned Data.** (i) All data uploaded by Customer remains the sole property of Customer, as between Mo'mix and Customer (Customer Data). Customer grants Mo'mix the right to use the Customer Data solely for purposes of performing under this agreement. Customer further grants Mo'mix the right to use Customer Data that has been scrubbed of personally identifiable information for its business uses, including statistical analysis based on aggregated data. During the term, Mo'mix will provide Customer Data to Customer upon request. (ii) The technical processing and transmission of Customer Data and other electronic communications is fundamentally necessary to the use of the Service. Customer consents to Mo'mix's interception and storage of such information; provided, Mo'mix is not liable for any delay, loss, alteration or interception of such communications by unauthorized third parties.

b. **Authorized Users Access and Usage.** Customer may allow its employees and contractors (each, an **Authorized User**) to access the Services in compliance with the terms of this agreement, which access must be for the sole benefit of Customer. Customer is responsible for the compliance with this agreement by such Authorized Users. Mo'mix may contact any and all Authorized Users of the Services for training, problem resolution and feedback purposes.

c. **Customer Responsibilities.** Customer (i) must keep its passwords secure and confidential; (ii) is solely responsible for Customer Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Mo'mix promptly of any such unauthorized access; and (iv) may use the Service only in accordance with its documentation and applicable law.

d. **Mo'mix Support.** Mo'mix must provide customer support for the Service under the terms of Mo'mix' Customer Support Policy (**Support**) which is located at www.momixpc.com/support, and is incorporated into this agreement for all purposes.

e. **Implementation Services.** If purchased by Customer in an order, Mo'mix will provide implementation services to Customer, in accordance with the Implementation Plan attached to the order. Following an implementation project, Customer's access to the Services will be activated, as evidence by both party's signature of a Service Activation Certificate, which becomes the effective date of the subscription term for the applicable Services ordered.

f. **30-Day Trial Version.** If Customer has registered for a trial use of the Service, Customer may access the Service for a 30-day time period (unless extended by Mo'mix in writing). The Service is provided AS IS, with no warranty during this time period. All Customer Data will be deleted after the trial period, unless Customer converts its account to a paid Service.

c) WARRANTY and REMEDY.

a. **Warranty.** Mo'mix warrants to Customer that: (i) it will use commercially reasonable efforts to maintain the online availability of the Service (*excluding* scheduled outages, force majeure, and outages that result from any Customer technology issues); (ii) the functionality or features of the Service may change but will not materially decrease during a paid term; and (iii) the Support may change but will not materially degrade during any paid term.

b. **LIMITED REMEDY.** THE SERVICE MAY BE INTERRUPTED OR CONTAIN AN ERROR. CUSTOMER'S EXCLUSIVE REMEDY AND MO'MIX'S SOLE OBLIGATION FOR ITS FAILURE TO MEET THE WARRANTY IN A ABOVE WILL BE FOR MO'MIX TO USE COMMERCIALLY REASONABLE EFFORTS TO REMEDY THE FAILURE.

c. **Disclaimer.** MO'MIX DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. WHILE MO'MIX TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, MO'MIX DOES NOT GUARANTY THAT THE SERVICE CANNOT BE COMPROMISED.

d) PAYMENT. Customer must pay all fees as specified on an order, but if not specified then within 30 days of receipt of an invoice as set forth in Paragraph J. Customer is responsible for the payment of all sales, use, withholding, VAT and other similar taxes. This agreement contemplates one or more orders for the Service, which orders are governed by the terms of this agreement.

e) MUTUAL CONFIDENTIALITY.

a. **Definition of Confidential Information**. Confidential Information means all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). Mo'mix's Confidential Information includes without limitation the Service, and Licensed Software and Documentation, (including without limitation the Service user interface design and layout, and pricing information).

b. **Protection of Confidential Information**. The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement.

c. **Exclusions**. Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.

f) MO'MIX PROPERTY.

a. **Reservation of Rights**. The software, workflow processes, user interface, designs, know-how, Licensed Software and Documentation (defined below), and other technologies provided by Mo'mix as part of the Service are the proprietary property of Mo'mix and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Mo'mix. Customer may not remove or modify any proprietary marking or restrictive legends in the Service or Licensed Software and Documentation. Mo'mix reserves all rights unless expressly granted in this agreement.

b. **Restrictions**. Customer *may not* (i) sell, resell, rent or lease the Service or use it in a service provider capacity; (ii) use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Service; (iv) attempt to gain unauthorized access to the Service or their related systems or networks; (v) reverse engineer the Service or the Licensed Software and Documentation; or (vi) access the Service or use the Licensed Software and Documentation to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

c. **Licensed Software and Documentation.** Any and all software provided by Mo'mix as part of the Service, including data extraction software, and the Service documentation, sample data, marketing materials, training material and other material provided through the Service or by Mo'mix (**Licensed Software and Documentation**) are licensed to Customer as follows: Mo'mix grants Customer a non-exclusive license during the Term, to use and copy such Licensed Software and Documentation, solely in connection with the Service.

g) TERM AND TERMINATION.

a. **Term**. This agreement continues until all orders have terminated (**Term**), and Customer reserves the right to not renew future annual subscription(s)

b. **Mutual Termination for Material Breach.** If either party is in material breach of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured. For material breach not resolved within agreed upon period Mo'mix will reimburse Customer annual pro rata share of services rendered and goods actually received.

c. **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 by Mo'mix, Customer will only be liable for its pro rata share of services rendered and goods actually received.

d. **Return of Customer Data.** Within 30-days after termination, upon request Mo'mix will make the Service available for Customer to run standard reports and copy Customer Data. After such period, Mo'mix has no obligation to maintain Customer Data and may destroy it.

e. **Return or Destroy Mo'mix Property Upon Termination**. *Upon termination of this agreement for any reason,* Customer must pay Mo'mix for any unpaid amounts, and destroy or return all property of Mo'mix. Upon Mo'mix's request, Customer will confirm in writing its compliance with this destruction or return requirement.

f. **Suspension of Service for Violations of Law.** Mo'mix may temporarily suspend the Service or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Service, Customer has violated a law. Mo'mix will attempt to contact Customer in advance.

h) LIABILITY LIMIT.

a. **EXCLUSION OF INDIRECT DAMAGES**. MO'MIX IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF DATA, RECORDS OR INFORMATION; LOST PROFITS AND ANY FAILURE OF DELIVERY OF THE SERVICE).

b. **TOTAL LIMIT ON LIABILITY**. MO'MIX'S LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12 MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY.

i) INDEMNITY.

a. **Defense of Third Party Claims.** Mo'mix will defend or settle any third party claim against Customer to the extent that such claim alleges that the Mo'mix technology used to provide the Service violates a copyright, patent, trademark or other intellectual property right, if Customer: (i) promptly notifies Mo'mix of the claim in writing; (ii) cooperates with Mo'mix in the defense; and (iii) allows Mo'mix to solely control the defense or settlement of the claim.

Costs. Mo'mix will pay infringement claim defense costs incurred as part of its obligations above, and Mo'mix negotiated settlement amounts, and court awarded damages.

Process. If such a claim appears likely, then Mo'mix may modify the Service, procure the necessary rights, or replace it with the functional equivalent. If Mo'mix determines that none of these are reasonable available, then Mo'mix may terminate the Service and refund any prepaid and unused fees.

Exclusions. Mo'mix has no obligation for any claim arising from: (i) Mo'mix's compliance with Customer's designs, specification, instructions, or technical information; (ii) a combination of the Service with other technology where the infringement would not occur but for the combination; (iii) use of Customer Data; or (iv) technology not provided by Mo'mix.

This section contains Customer's exclusive remedies and Mo'mix's sole liability for intellectual property infringement claims.

b. **By Customer.** If a third-party claims against Mo'mix that any part of the Customer Data infringes or violates that party's patent, copyright or other right, Customer will defend, to the extent authorized under Texas law, Mo'mix against that claim at Customer's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Customer, provided that Mo'mix: promptly notifies Customer in writing of the claim; and allows Customer to control, and cooperates with Customer in, the defense and any related settlement.

j) OTHER TERMS.

a. **Governing Law and Forum.** This agreement is governed by the laws of the State of Texas, without regard to conflict of law principles. Any dispute arising out of or related to this agreement may only be brought in the state and federal courts for Travis County, Texas. Both parties consent to the personal jurisdiction of such courts and waive any claim that it is an inconvenient forum. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

b. **Entire Agreement and Changes.** This agreement and the order constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. No modification of this agreement is effective unless both parties sign it, and no waiver is effective unless the party waiving the right signs a waiver in writing.

c. **No Assignment.** Neither party may assign or transfer this agreement or an order to a third party, except that this agreement with all orders may be assigned, without the consent of the other party, as part of a merger, or sale of substantially all the assets, of a party.

d. **Independent Contractors**. The parties are independent contractors with respect to each other.

e. **Enforceability and Force Majeure**. If any term of this agreement is invalid or unenforceable, the other terms remain in effect. Neither party is liable for force majeure events.

f. **Money Damages Insufficient**. Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.

g. **No Additional Terms.** Mo'mix rejects additional or conflicting terms of any Customer form-purchasing document.

h. **Order of Precedence**. If there is an inconsistency between this agreement and an order, the order prevails.

i. **Survival of Terms and no CISG**. Any terms that by their nature survive termination of this agreement for a party to assert its rights and receive the protections of this agreement, will survive. The UN Convention on Contracts for the International Sale of Goods does not apply.

j. **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.

k. **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.

Williamson County, Texas

By: _____

Name:_____

Title: _____

Date: _____

Mo'mix Solutions, Inc.
BuyBoard Contract: 579-19

By: _____

Name: Erin Latham_____

Title: President_____

Date: **10/22/20** _____

MO'MIX PERFORMANCE CENTER SERVICES ORDER FORM

Customer Name: **WILLIAMSON COUNTY**
Customer Address: Main Street Georgetown, TX 78626

Date: October 1, 2020 Term 12 months

Mo'mix Certified Buyboard Contract: Technology Equip, Supplies, Software, Telecommunications Products, Asset Disposal/Recovery Contract # 579-19

Product and Services	Annual Subscription 2020-2021	One-time Implementation
Business Intelligence Products	$51,700	-0-
Performance Center Financial Intelligence		
Performance Center Procurement Intelligence		
Performance Center Project Intelligence		
Performance Center Asset Intelligence		
MyGovCenter Annual Subscription	$26,500	
Total Due	**$78,200**	

Renewals: Subscriptions renew annually.

Terms: This order is governed by the terms of the Subscription Services Agreement between the parties, which terms are incorporated into this order for all purposes. If there is a conflict between the terms of this order and the agreement, this order governs. This order and the agreement are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regarding this subject matter. Only a signed writing of the parties may amend this order.

Updates: Updates and enhancements will be provided under the subscription service at no additional charge.

Williamson County, TX	**Mo'mix Solutions, Inc.**
By: _____	By: _____
Name: _____	Name: Erin Latham _____
Title: _____	Title: President _____
Date: _____	Date: **10/22/2020** _____

Commissioners Court - Regular Session **30.**

Meeting Date: 11/03/2020

Revision on Approving Blanket PO - Annual Kronos Renewal FY21

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing a blanket purchase order for ITS to Immix Technology Inc. for annual Kronos Maintenance, in the amount of $85,177.04, revising the previously quoted GSA contract to DIR contract #DIR-TSO-4315 contract per vendor recommendation.

Background

This is a blanket PO for Kronos Annual Maintenance Renewal for ITS previously approved on 10/20/20, Agenda Item #16 under a GSA contract. After submitting the Purchase Order, the vendor indicated that they mistakenly quoted the GSA contract instead of the DIR contract. Funding source 01.0100.0503.004505. Funding was approved in FY21 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Kronos revised quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/29/2020 10:11 AM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 10:20 AM
Form Started By: Andrew Portillo		Started On: 10/22/2020 10:55 AM
Final Approval Date: 10/29/2020		

immixTechnology, Inc.
a subsidiary of immixGroup

Sales Quotation

Shawna Simons
WILLIAMSON , COUNTY OF
301 SE Inner Loop-Suite 105
Georgetown, TX 78626
PH: 512-943-1498
ssimons@wilco.org

Contract No.: DIR-TSO-4315

CAGE Code: 3CA29
DUNS No.: 09-869-2374
TAX ID#: 54-1912608
Terms: NET 30
FOB: Destination

Quote Number: QUO-1160002-X7H1F7
Quote Date: 10/21/2020
Expiration Date: 11/7/2020

Order Address:
immixTechnology, Inc.
8444 Westpark Drive, Suite 200
McLean, VA 22102
PH: 703-752-0610 FX: 703-752-0611

immixTechnology, Inc. Contact: Outsama, Tony
+1 703-712-4998 Tony.Outsama@immixgroup.com

Manufacturer Quote #:
Manufacturer Ref #: 6042053

Manufacturer Contact: Paquette, Mariama
978.947.7320 Mariama.Paquette@Kronos.com

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	8800175-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Timekeeper V8 - per employee** TRUSTED PRODUCT **	1850	$10.4400	$19,314.00
		Period of Performance: 11/1/2020 to 10/31/2021.					
2	8800175-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Timekeeper V8 - per employee** TRUSTED PRODUCT **	50	$3.1400	$157.00
		Period of Performance: 7/13/2021 to 10/31/2021.					
3	8800177-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Employee V8 - per employee** TRUSTED PRODUCT **	1450	$7.0800	$10,266.00
		Period of Performance: 11/1/2020 to 10/31/2021.					
4	8800178-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Manager V8 - per employee** TRUSTED PRODUCT **	295	$81.7400	$24,113.30
		Period of Performance: 11/1/2020 to 10/31/2021.					
5	8800178-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Manager V8 - per employee** TRUSTED PRODUCT **	10	$50.9800	$509.80
		Period of Performance: 3/17/2021 to 10/31/2021.					
6	8800182-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Leave V8 - per employee** TRUSTED PRODUCT **	1850	$8.1400	$15,059.00
		Period of Performance: 11/1/2020 to 10/31/2021.					
7	8800182-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Leave V8 - per employee** TRUSTED PRODUCT **	50	$2.4500	$122.50
		Period of Performance: 7/13/2021 to 10/31/2021.					
8	8800185-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Integration Manager V8 - per employee** TRUSTED PRODUCT **	1850	$0.9300	$1,720.50
		Period of Performance: 11/1/2020 to 10/31/2021.					
9	8800185-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Integration Manager V8 - per employee** TRUSTED PRODUCT **	50	$0.6900	$34.50
		Period of Performance: 7/13/2021 to 10/31/2021.					
10	8800187-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Mobile Employee V8 - per employee** TRUSTED PRODUCT **	10	$1.4200	$14.20
		Period of Performance: 11/1/2020 to 10/31/2021.					

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
11	8800188-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Mobile Manager V8 - per employee** TRUSTED PRODUCT **	10	$11.5000	$115.00
		Period of Performance: 11/1/2020 to 10/31/2021.					
						Group Total:	$71,425.80
12	99X9000-018	DIR-TSO-4315	HW MNT	Optional Depot Exchange Maintenance for ALL above In Touch** TRUSTED PRODUCT **	28	$229.2000	$6,417.60
		Period of Performance: 11/1/2020 to 10/31/2021.					
13	99X2000-011	DIR-TSO-4315	HW MNT	Depot Exchange 4500 Numeric Bar Code Modem** TRUSTED PRODUCT **	13	$216.8700	$2,819.31
		Period of Performance: 11/1/2020 to 10/31/2021.					
14	99X2000-001	DIR-TSO-4315	HW MNT	DEPOT EXCHANGE 4500 NUMERIC BAR CODE 10/100 MBIT ETHERNET** TRUSTED PRODUCT **	3	$158.4800	$475.44
		Period of Performance: 11/1/2020 to 10/31/2021.					
15	99X9043-001	DIR-TSO-4315	HW MNT	Kronos Touch ID Biometric Option for InTouch H3/H4 Depot Exchange** TRUSTED PRODUCT **	5	$96.5100	$482.55
		Period of Performance: 11/1/2020 to 10/31/2021.					
						Group Total:	$10,194.90
16	ED-SUBSCRIPTION - 1501-2500	DIR-TSO-4315	TR	KnowledgePass Ed Services Subscription 1501-2500 (POP: 11/01/2020 - 10/31/2021)** TRUSTED PRODUCT **	1	$3,556.3400	$3,556.34
						Group Total:	$3,556.34

HARDWARE MAINTENANCE	$10,194.90
SW MAINTENANCE	$71,425.80
TRAINING	$3,556.34
Grand Total	$85,177.04

SID: 6042053
11/01/2020 - 10/31/2021

Subject to the Terms and Conditions of Contract Number DIR-TSO-4315.

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

The identified line items are Trusted Products under the immixGroup Trusted Supplier Program.
immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at:
http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf

While processing the order, I realized that we had this under GSA. However, we were supposed to use the DIR-TSO contract.

My apologies on the mistake – To save you some time, I revised the PO, adding the correct contract (see attached), could you please confirm is it okay for me t

Thank you, and my apologies for the mistake.

Tony Outsama
Inside Sales Associate

immixGroup, Inc.

Commissioners Court - Regular Session **31.**

Meeting Date: 11/03/2020

Courtroom AV Bridges for All Courts

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 Data Projections, Inc. to provide and integrate new AV equipment into all Williamson County Courtrooms and 1st Floor South IDF in the amount of $69,014.79 per the terms of TIPS Contract #171001 and authorizing execution of the agreement.

Background

This agreement will provide and integrate new AV equipment and existing AV equipment into all the Williamson County Courtrooms and South IDF located at 405 Martin Luther King Georgetown,TX 78626. Department point of contact is Richard Semple. Funding Source is Cares Funding 418P.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum and Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/29/2020 11:36 AM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 11:40 AM
Form Started By: Andrew Portillo		Started On: 10/27/2020 04:11 PM
Final Approval Date: 10/29/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR PURCHASE OF GOODS AND SERVICES DURING COVID-19 OPERATIONS (Federal Emergency Management Agency "FEMA" Requirements)

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

THIS AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and _Data Projections, Inc.(hereinafter "Vendor"). Customer agrees to engage Vendor as an independent Contractor, to assist in providing certain goods or operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

A. Vendor Quote dated 10/15/20;
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.

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.

XX.

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.

XXI.

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: Data Projections, Inc.
_____	Kris Begnaud _____
Authorized Signature	Authorized Signature
Date: _____, 2020	Date: October 15, 2020

DATA PROJECTIONS

WILCO - AV Bridges for All Courts - TIPS 171001

Quote # 007380
Version 3

Prepared for:

Williamson County

Don Heflin
don.heflin@wilco.org

DATA
PROJECTIONS

4616 W. Howard Ln
Suite 140
Austin, TX 78728
www.dataprojections.com
512.420.8856

Thursday, October 15, 2020

Williamson County
Don Heflin
,
don.heflin@wilco.org

RE: WILCO - AV Bridges for All Courts - TIPS 171001

Dear Don,

Thank you for allowing Data Projections the opportunity to present this solution for the Williamson County.

As a leading audio visual communications design/build firm, Data Projections is uniquely qualified for a project of this scope. Our experience includes solutions for:

- Multipurpose rooms and auditoriums equipped with large-venue audio visual technology solutions
- Videoconferencing systems incorporating control and complete room collaboration, allowing for on-demand decision making and communication among remote locations
- Conference, board rooms and training rooms of all shapes and sizes
- Digital signage implementations across enterprise, university, and district campuses for immediate message distribution
- Operation Center's (NOC's, EOC's, SOC's) audio visual command and control systems
- College and university classrooms, lecture halls and labs
- Individual school classrooms to entire districts
- And many more unique applications

Because we partner with the best technology companies in the industry, we're able to provide a wide range of comprehensive solutions built around the specific needs of our customers, while taking into account the technical, capital and logistical factors involved in each project and solution.

Rapid and effective communication is key to staying ahead of the competition. Better communication leads to better decisions - and better results. How do you maintain consistent communication across your organization as well as external audiences? Data Projections' team of professionals will keep you simply connected.

Kind regards,

Mark Mazac
Account Executive
Austin

DATA
PROJECTIONS

4616 W. Howard Ln
Suite 140
Austin, TX 78728
www.dataprojections.com
512.420.8856

Executive Summary

Scope Introduction

Data Projections is providing this proposal at the request of Williams County for adding Tele-Justice and VTC capabilities using either Webex or Microsoft TEAMS to all Courts and for adding an AV Rack to 1st Floor IDF on South end of building.

-Project Location:
Williamson County Courthouse
All Court Rooms and 1st Floor South IDF
405 Martin Luther King
Georgetown, TX 78626

-Onsite Point of Contact:
Don Heflin
Williamson County – IT
Phone: 512-943-1490
Don.heflin@wilco.org

SCOPE OF WORK

Data Projections will provide and integrate new AV equipment and existing AV equipment into all the WILCO Courtrooms and South IDF as summarized below.

All Courtrooms at Tele-Justice Center:

VIDEO CONFERENCING SYSTEM:

- Existing 4x1 Crestron Video Processor HDMI output will feed Input 1 on Vaddio AV 2x1 Bridge
  - Vaddio AV Bridge HDMI output will Mirror Input and pass Camera PIP onto Cisco Codec
- Crestron DMPS HDMI Output 2 will feed Input 2 on Vaddio AV 2x1 Bridge
  - This will be for User sources from Courtroom
  - AV Bridge / Whatever Client wants to call it will be selected on Touch Panel
    User will then be able to Pick Camera Layout as well as if Content from in-room sources are needed to feed AV Bridge
    - Dual Camera Mode, Single Camera Mode (Camera 1 or Camera 2), Dual Camera + Room Source Content, Single Camera + Room Source Content
- USB from AV Bridge will be a selectable input on Wilco provided PC Soft Codec of choosing (Zoom, TEAMS, etc.)
- USB from PC will be extended into Courtroom (Location TBD with Client) with Wall-plate in courtroom to host Keyboard and Mouse
  - Alternative option will be non-wall plate version of USB Extender
- OFE PC will be input HDMI 4 on DMPS
- Dante Audio with POE will feed Audio Input/Output on AV Bridge
- RS-232 Control of AV Bridge from Cresnet C2N-IO
  - Wilco has QTY. 1 in overstock based on our last count, so we will only need to order QTY. 9

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Executive Summary

South IDF - 1st Floor:

Video:

DPI will provide new AV Rack for the space and relocate all AV equipment into new rack and extend any cables, as required to accommodate the new AV Rack.

Miscellaneous:

- All Cables, Consumables, and Misc. Materials for connectivity (other than NW cables to WICO switches) to the AV System will be provided as part of the proposal.

Special Notes:
-Williamson County will ensure DPI technicians have 1-2 full days of full access to each space(s) for installation and testing of AV Systems in each Courtroom.
-Williamson County ensures that all existing owner-furnished-equipment (OFE) is in good working condition, if applicable.
-Williamson County will ensure Electrical is place for new AV Systems in each Courtroom and in the IDF, if required.

Scope Conclusion:
Upon acceptance of this proposal, provide a signed proposal and Purchase Order including payment method delivered to Data Projections. Installation date will be confirmed once this documentation is received.

Change Orders:
As noted elsewhere in this document, no product changes/substitutions nor changes or modifications in equipment location will be made without the express written consent of Williamson County & Data Projections. Any requests for deviation to this contract or incomplete client requirements may result in additional fees.

Room 1 - Hardware

* Contains Optional Items

Mfr.	Description	Price	Qty	Ext. Price
AVBridge Integration for Justice Center and JP Courts				
Video Conferencing System				
VADDIO	999-8250-000 AV Bridge 2x1 N/A	$2,300.61	10	$23,006.10

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Room 1 - Hardware

* Contains Optional Items

Mfr.	Description		Price	Qty	Ext. Price
VADDIO	998-6000-006	DUAL 1/2 RACK MOUNTING KIT	$98.56	4	$394.24
Crestron	HD-DA2-4KZ-E	1:2 HDMI Distribution Amplifier w/4K60 4:4:4 & HDR Support	$243.90	10	$2,439.00
CRESTRON	USB-EXT-DM-LOCAL	USB over Ethernet Extender with Routing, Host Module	$365.85	10	$3,658.50
CRESTRON	USB-NX2-REMOTE-1G-W	USB over Ethernet Network Endpoint Wall, Plate with Routing, Remote, White	$518.29	10	$5,182.90
Crestron	USB-EXT-DM-LOCAL	USB over Ethernet Extender with Routing, Host Module	$365.85	10*	$3,658.50
Control System					
Crestron	C2N-IO	Control Port Expansion Module	$182.93	9	$1,646.37

* Optional Subtotal:	$3,658.50
Subtotal:	$36,327.11

Room 1 Services

Product Details	Ext. Price
Installation Labor	$6,000.00
Design/Engineering	$1,920.00
Project Management	$1,500.00
Programming Labor	$14,700.00

Subtotal:	$24,120.00

Room 2 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Wilco - New AVRack				

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Room 2 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Middle Atlantic	ERK-4425-AV 44SP/25D CONFIG AV RACK	$1,441.67	1	$1,441.67

Subtotal: $1,441.67

Room 2 Services

Product Details	Ext. Price
Installation Labor	$2,400.00
Project Management	$375.00

Subtotal: $2,775.00

Miscellaneous Materials

Product Details	Ext. Price
Miscellaneous Materials	$1,053.80

Subtotal: $1,053.80

Service & Maintenance

Product Details	Ext. Price
Service & Maintenance	$2,643.81

Subtotal: $2,643.81

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WILCO - AV Bridges for All Courts - TIPS 171001



Prepared by:
Austin
Mark Mazac
(512) 271-6538
Fax 512.420.9185
mmazac@dataprojections.com

Prepared for:
Williamson County
,
Don Heflin
(512) 943-1490
don.heflin@wilco.org

Quote Information:
Quote #: 007380
Version: 3
Delivery Date: 10/15/2020
Expiration Date: 11/15/2020

Quote Summary

Description	Amount
Room 1 - Hardware	$36,327.11
Room 1 Services	$24,120.00
Room 2 - Hardware	$1,441.67
Room 2 Services	$2,775.00
Miscellaneous Materials	$1,053.80
Service & Maintenance	$2,643.81
Subtotal:	$68,361.39
Shipping:	$653.40
Total:	$69,014.79

*Optional Expenses

Description	One-Time
Room 1 - Hardware	$3,658.50
Optional Subtotal:	$3,658.50

Payment Options

Description	Payments	Interval	Amount
Payment Options			
Net 30	1	One-Time	$69,014.79

Other service options available. Contact your sales representative.

By signing this agreement, you are accepting our Terms and Conditions. This does not negate the need for a purchase

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order or any other purchasing requirement which your company necessitates. Data Projections reserves the right to require a customer down payment/deposit contingent on the creditworthiness of the customer.

Austin		Williamson County	
Signature:	Mark D. Mazac	Signature:	
Name:	Mark Mazac	Name:	Don Heflin (by Judge Bill Gravell)
Title:	Account Executive	Date:	
Date:	10/15/2020		

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Statement of Performance

TERMS AND CONDITIONS

Notice
This Scope of Work is delivered on the basis of the following Assumptions:

- Site preparation by the Customer includes electrical, wall reinforcement, telephone and data network infrastructure placement per Data Projections specification.
- All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by Data Projections project manager.
- In Room(s) where installation is to be completed are to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation time frame may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
- The project schedule must allow for sufficient time for completion of all installation and final testing of systems prior to occupancy of the site. If sufficient time is not allowed, Data Projections will be held harmless for systems that do not meet requirements. In this case, all costs associated with completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Client. Unless otherwise stated, the installation shall be scheduled contiguously from start to finish. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this SOW. If notification is made after initial acceptance of this SOW, Change Management Procedure section following shall be implemented and additional charges may apply. Data Projections reserves the right to revise the proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available at the time of that the original proposal was issued.
- Data Projections reserves the right to substitute equipment of similar specifications should any of the specified equipment be unavailable at time of order from the manufacturer. This will be done in an effort to maintain the completeness of the proposed audiovisual system and meet the anticipated installation schedule. Data Projections will notify the client in the event there is a need for any equipment substitutions.
- There is secure storage for equipment during a multiple-day integration. If secure storage is not available for the duration of the multiple day integration period, Data Projections reserves the right to; delay the installation until secure storage is available which could result in project completion delays and additional storage and delay fees; payment in full for the materials and equipment that cannot be secured thus constituting transfer of ownership and relieving Data

Statement of Performance

Projections of its responsibility and liability for security and protection of said materials and equipment against damage and theft.

- If Customer furnished equipment and existing cabling is to be used, Data Projections assumes that these items are in good working condition and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before Data Projections' integration begins. Data Projections will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on touch panel layout / correspondence will be completed by the Customer within two business days. {unless otherwise noted}

Integration Project Management Processes

Data Projections will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Needs Analysis – performed prior to Scope of Work
- Project Welcome Notice – emailed upon receipt of Purchase Order/Notice to proceed
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status updates – informal or formal – either by phone, email or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals
- Substantial Completion– Customer walk-through and user acceptance training – prior to Service transition (if purchased)

User Acceptance Training

This is geared specifically towards the end-user / operator. The purpose of this training is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system.

Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut Down
- Equipment automatic and manual operation

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- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

Change Management Procedure
Any changes to the Scope of the project that effect the contractual value of the project must be in writing signed by the Customer and an authorized representative of Data Projections, Inc. Oral changes to the project scope, equipment or materials shall not be binding upon the parties. Changes may impact the ability of Data Projections, Inc. to deliver the desired solution per the original terms of the Contract. After acceptance of this Scope of Work, such signed and approved change orders will be incorporated by reference into and become part of this Contract and will be processed in accordance with the Change Management Procedure detailed below.

Proprietary Notice
This proposal contains confidential information and intellectual property of Data Projections and may be legally privileged. Recipient agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for evaluation of its contents.

Payment Schedule
The total for this proposal/project is presented as a “not to exceed” unless Data Projections and the “client” agree to add hardware, software or functionality not specifically addressed in this Statement of Work/Executive Summary. The payment schedule outlined in the Payment Options section is contingent on the established line of credit approved by the company. If credit terms are extended, the standard terms are NET 30 days. If credit terms are not requested or extended, payment will be required in full before hardware is ordered or installation dates are scheduled.

Returns
The approval of product returns is at the discretion of Data Projections and requires a return authorization number. Products that are defective will be repaired, replaced or credited in accordance with the manufacturer’s warranty. Goods returned for reasons other than warranty or defect must be in original, undamaged and untarnished condition and must include all original packaging, documentation and accessories. Restocking fees may apply to the items being returned. Any custom ordered products cannot be returned. Please consult Data Projections for additional details.

Warranty
All new equipment provided by Data Projections includes each manufacturer’s full warranty from the date of invoice. Data Projections will honor all warranty requirements as depot service. Data Projections supplies a

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90-day workmanship warranty from the date of completion of said system, unless superseded by an extended warranty, service agreement and/or preventative maintenance agreement. If a Data Projections service agreement is purchased all hardware purchased through Data Projections will be covered with no additional service or replacement fees throughout the life of the agreement even if the hardware is no longer covered under the manufacturer's warranty. Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.

Indemnification
Data Projections agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, director and employees (Collectively , Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Data Projections' negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom Data Projections is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Data Projections, its officers, directors, employees and sub-consultants (collectively, Data Projections) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Data Projections shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

No Hire Policy
During the term of the Contract, and for a period of one (1) year after the termination of the Contract, or the completion of the Project, whichever is later, the Client agrees that it will not directly solicit the employment of any individual that was employed by Data Projections during the term of the Contract. In the event Client breaches this provision, the parties agree that it would be difficult to establish the precise amount of damages incurred by Data Projections as a result of such conduct, and therefore the parties agree that immediately upon hiring said individual, Client shall pay to Data Projections an amount equal to 50% of the gross annual salary or wages paid to the individual in question during the twelve months prior to the termination of that individual's employment with Data Projections. This fee shall not apply if the individual responds to a general employment advertisement through newspapers, on-line job boards or postings, agencies, open house, or job fairs.

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

Termination for Convenience:
This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination,

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Statement of Performance

Customer will only be liable for its pro rata share of services rendered and goods actually received.

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

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

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

Right to Audit:
Data Projections 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 Data Projections which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Data Projections agrees that Customer shall have access during normal working hours to all necessary Data Projections 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 Data Projections reasonable advance notice of intended audits.

Commissioners Court - Regular Session **32.**

Meeting Date: 11/03/2020

ADT Commercial - IT Warehouse

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the change order request for an increase of $509.48 from the original $1,764.82 for ADT Commercial at the IT Warehouse originally approved by Commissioner's Court on 9/29/2020, Agenda Item #33, and authorizing execution of the change request.

Background

This change order is an increase of $509.48 from the original cost of services at the IT Warehouse of $1,764.82 for equipment and installation and $74.53 per month recurring service. Department 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

change order

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/29/2020 10:49 AM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 10:55 AM
Form Started By: Andrew Portillo		Started On: 10/28/2020 09:00 AM
Final Approval Date: 10/29/2020		

ADT Commercial

CHANGE ORDER REQUEST

890992126

Branch:	6675	Sales Representative:	Jordan Blake	Today's Date:	10/20/2020

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
Customer No:	950992222	Sales Agreement No:	890992126

ANY AND ALL SERVICES PROVIDED BELOW ARE DEFINED IN AND SUBJECT TO THE MASTER TERMS AND CONDITIONS

This Change Order is intended to be made a part of that certain Schedule of Protection, Proposal and Sales Agreement ("Agreement") between ADT Commercial, a division of ADT LLC, ("ADT") and the Customer listed above for service at the location(s) listed below.

The Customer hereby agrees to pay ADT, its Agents or Assigns, the sum of **$509.48** plus any applicable taxes. In addition, Customer agrees to pay Annual in advance the additional sum of **$0.00**. Customer agrees to pay the total Licenses and Permit Charge of $0.00 at the time of sale.

The parties agree that the Agreement of which this Change Order is made a part is and shall remain in full force and effect in accordance with all the terms and conditions thereof, modified only as specifically provided in this Change Order.

To the extent that there is any conflict or inconsistency between the master terms and conditions and this change order, the terms and conditions of this change order shall control.

Site Location Information					
Location Name:	WILLIAMSON COUNTY IT WAREHOUSE				
Address:	301 INNER LOOP SE GEORGETOWN, TX 786267586	Phone:	(512)943-1599	Cell:	
Site #	950357441				

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

Compliance

If I have provided or do provide ADT Commercial, a division of ADT LLC, ("ADT") with a phone number, including but not limited to a cell phone number, a number that I later convert to a cell phone number, or any number that I subsequently provide for billing and other non-solicitation purposes, I agree that ADT LLC ("ADT") may contact me at this/these number(s). I also agree to receive calls and messages such as pre-recorded messages, calls and text messages from automated dialing systems at the number(s) provided.

I confirm that I am the registered owner of all telephone number(s) that I have or will provide to ADT to contact me. If I have provided or do provide ADT with an email address, I agree that ADT may send me emails regarding my ADT Services or new ADT or third-party products and services. I may unsubscribe or opt out by calling 877.776.1911.

Signatures

This Agreement is not binding upon ADT unless and until either signed by an Authorized Manager of ADT, or we begin the installation of equipment or provision of services to you. You acknowledge that you may not receive a copy of this Contract signed by ADT's Authorized Manager, but such lack of receipt shall not, in any way, invalidate or otherwise affect this Contract.

Customer Signature Date

Kenisha Black

ADT Authorized Manager Date

Commissioners Court - Regular Session **33.**

Meeting Date: 11/03/2020

ThyssenKrupp Elevator Maintenance

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 Master Services Agreement with ThyssenKrupp in the not-to-exceed amount of $69,282.47 for maintenance services and $11,246 for inspection services per the Omnia Contract #R150801, and authorizing execution of all associated documents.

Background

This Master Services Agreement covers 27 elevators in County buildings. Department contact is Christi Stromberg. The funding will come from Maintenance Services 01.0100.0509.004500 approved in the FY21 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement and proposals

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/29/2020 10:04 AM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 10:19 AM
Form Started By: Dianne West		Started On: 10/22/2020 09:31 AM
Final Approval Date: 10/29/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER
SERVICES CONTRACT
FOR ELEVATOR INSPECTIONS
AMD REPAIR/MAINTENANCE
SERVICES (FY21)
(ThyssenKrupp, Omnia Coop Contract #R150801 for Maintenance; and Proposal 10/1/20 under Contract # US33672 (C201US) for Inspections)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **ThyssenKrupp Elevator Corporation** (hereinafter "Service Provider") located at 3615 Willow Springs Rd., Austin, TX 78704 (phone 512-486-1013, e-mail tana.harper@thyssenkrupp.com). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect,

incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

II.

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

III.

No Assignment: Service Provider may not assign this contract.

IV.

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

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Omnia Coop Contract #R150801 (maintenance) and Statement of Work/Fee Proposal, dated October 1, 2020 (inspection), which is incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $69,282.47 (annual maintenance services) and $11,246.00 (inspection services), unless amended by a change order and approved by the Williamson County Commissioners Court.** Additionally, Texas law mandates as follows:

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

VI.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

1. **Statement of Work and Fee Proposal(s), dated October 1, 2020, under Contract # US33672 (C201US) for Inspections incorporated herein as if copied in full; and**

2. **Omnia Coop Contract #R150801 for Maintenance, which is incorporated herein as if copied in full.**

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.

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	$1,000,000	$1,000,000

(*including premises, completed operations and contractual*)

Aggregate policy limits: $2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VIII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES,

COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

IX.

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

As described in the Omnia Coop Contract #R150801 and Statement of Work/Fee Proposal(s), dated or received on October 1, 2020, which are incorporated herein as if copied in full.

X.

Good Faith: Service Provider agrees to act in good faith in the performance of this agreement.

XI.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XII.

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

XIII.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIV.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XII above.

XV.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XVI.

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

XVII.

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

Executed this ____ day of _____, 20____ to be effective as of the date of the last party's execution below.

County:	Service Provider:
_____	Nancy Crumley
Date: _____ ___, 20____	Date: October 19, 20 20

Exhibits (Omnia Coop Contract #R150801 for maintenance and SOW/Proposal(s), Dated or received on or about October 1, 2020 for inspections during FY21)

Omnia Maintenance Agreement – Contract #R150801

for the Protection of Vertical Transportation Equipment

A. THIS AGREEMENT (hereinafter "Agreement") made and entered into on this 1st day of October, 2020 by and between Williamson County, TX, a political subdivision of the State of Texas, having an address of 3101 SE Inner Loop Georgetown, TX 78626 (hereinafter referred to as "County"), and, ThyssenKrupp Elevator Corporation, a Delaware corporation, having an address of 114 Townpark Drive, Kennesaw, Georgia 30144 (hereinafter referred to as "Service Provider"). In consideration of the mutual covenants contained herein, Service Provider agrees to perform the services described herein and County or its members agree to pay the amounts described herein, all on the terms and conditions set forth in this Agreement.

WHEREAS,

B. The County is engaged either as a real property owner or manager (or as a part in joint ventures or consortiums to that effect); and

C. The Service Provider is engaged in the business of servicing and repairing elevators, escalators and other vertical transportation equipment.

NOW THEREFORE, the Parties hereto agree as follows:

1. BACKGROUND

The County and the Service Provider desire to enter into this Agreement as a long term commitment for the maintenance and repair of County's vertical transportation equipment as further described in this Agreement. Under the Agreement the County may issue written requests to the Service Provider to provide certain vertical transportation maintenance services at locations controlled by County. The Agreement is to provide an umbrella for those location-specific written requests for vertical transportation maintenance services issued by the County.

2. GOVERNING DOCUMENTS

The following documents form and are an integral part of this Agreement and are to be taken as mutually explanatory of one another. In the case of any ambiguity or discrepancy between the documents forming the Agreement, then the priority of the documents will be in the order as listed below, unless otherwise agreed in writing between the parties:

(a) Each individual location requirement (as specified at the time of ordering by the County). An Location requirement shall be considered "Accepted" if it is fully executed by a duly authorized representative of both the County and the Service Provider and provided to the Service Provider;
(b) This Agreement;
(c) Any other document mutually agreed and signed by the parties, forming part of this Agreement.

3. PERFORMANCE

Service Provider will provide the services and/or scope of work applicable to all vertical transportation equipment described on any fully executed and properly delivered Agreement (the "equipment") on the terms and conditions set forth in this Agreement (the "Services"). The term "Property" hereinafter will refer to the real property of the County on which the equipment is located. Service Provider will use trained personnel directly employed and supervised by Service Provider or sub-contractors. They will be qualified to keep Purchaser's equipment properly adjusted, and they will use all reasonable care to maintain that equipment in proper operating condition. Service Provider will regularly and systematically examine, adjust and lubricate

as required, and, in Service Provider's sole opinion, if conditions warrant, Service Provider will repair or replace all equipment parts and devices not specifically excluded by this Agreement.

The Services shall be performed in a diligent and first class manner, with quality supplies, materials, equipment and workmanship and in such a manner so as to minimize the possibility of any annoyance, interference, or disruption to tenants or other occupants of the Property and their invitees. Upon completion of the Services, Service Provider shall restore the Property to its original condition and shall leave the Property clean and free of all tools, equipment, waste materials and rubbish.

Service Provider will service Purchaser's equipment and its component parts in their present condition with the understanding that Service Provider shall neither be required nor obligated to service, make renewals or repairs upon the equipment by reason of negligence, obsolescence, misuse of the equipment, loss of power, blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls or by any other reason or any other cause beyond Service Provider's control, except ordinary wear and tear from the commencement date of this agreement. With the passage of time, equipment technology and designs will change. If any part or component of any equipment described in a NFA cannot, in Service Provider's sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. County will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, Service Provider will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will Service Provider be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Any work not specifically covered under this agreement shall be at Purchaser's sole expense.

The Service Provider may propose changes to the Services by informing the County in writing. To be binding, such changes must be approved by authorized representatives of both parties in writing. The Parties may also, at any time, agree to add new Services at agreed prices to be covered by this Agreement. To be binding, such additions must be approved by corresponding authorized representatives of both parties in writing.

Pledge of County Satisfaction

3.1 In the event that County elects to undertake an audit of the service provided under this Agreement and any Location(s) Agreement, such audit must be announced in writing at least ten (10) working days in advance. If any non-compliance is identified in writing to the Service Provider at the address set forth in this Agreement, whether pursuant to an audit or under any other circumstances, the Service Provider will begin to take appropriate measures to remedy such non-compliance within thirty (30) days thereafter.

3.2 The County and the Service Provider shall appoint appropriate personnel to meet regularly at local and global levels and at such intervals as is deemed necessary to enable the parties to discuss and review the performance of both parties of their respective obligations under this Agreement. The reviews will take place in order to:

a) Monitor the effectiveness and efficiency with which this Agreement is being implemented;
b) Agree to mutual objectives and timescales;
c) Assess the overall performance of this Agreement by each party;
d) Review business implications, targets and risks;
e) Review whether this Agreement is being conducted in the spirit it was intended; and
f) Assess, under this review process, the need to amend or update the performance criteria included in this Agreement.

4. INDEPENDENT Service Provider RELATIONSHIP:

Service Provider shall assume all duties under this Agreement as an independent Service Provider, and shall not be deemed for any purpose to be an agent, servant, or representative of County shall have no direct control of Service Provider, its agents, or subcontractors in the performance of the work hereunder. Nothing contained herein shall be construed to be inconsistent with such independent Service Provider relationship.

5. **BY HIGHLY-TRAINED SERVICE PROVIDER PROFESSIONALS:**

Service Provider employs and supervises elevator technicians who are among the most trusted in the industry and who will provide all maintenance courteously and dependably. Service Provider's elevator technicians receive ongoing training in general equipment development as well as advancements made to Purchaser's specific equipment.

6. **ASSURANCE OF SERVICE PROVIDER'S STANDARD OF QUALITY:**

To help increase elevator performance and decrease downtime, Service Provider's technicians utilize the latest industry methods and technology available to Service Provider for Purchaser's specific brand of equipment. They will be equipped with the tools, documentation and knowledge to troubleshoot Purchaser's unique system.

Behind Service Provider's technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a family of engineers and field support experts. Service Provider's International Technical Support facility in Texas continuously researches advancements in the industry and in Purchaser's equipment.

7. EXTENT OF COVERAGE:

Service Provider will perform the following Services with respect to any equipment described on any fully executed ocation requirement:

7.1 TRACTION ELEVATORS:

Service Provider agrees to and shall maintain the traction elevator equipment described on any Location Agreements on the following terms and conditions:

7.1.1 Service Provider will use trained employees directly employed and supervised by Service Provider. Such employees shall be qualified to keep the Equipment properly adjusted, and Service Provider will use all reasonable care to maintain the Equipment in proper and safe operating condition.

7.1.2 Service Provider will regularly and systematically examine, adjust, clean and lubricate the following as required, and if conditions warrant, repair or replace the same:

7.1.2a Machine worm gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, contact linings and component parts;

7.1.2b Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings;

7.1.2c Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers, and all control components;

7.1.2d Controller, selector and dispatching equipment, leveling devices and cams, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, steel selector cable or tape, and mechanical and electrical driving equipment;

7.1.2e Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws;

7.1.2f Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheaves assembly, counterweight and counterweight guide shoes including rollers or gibs;

7.1.2g Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices and all fastening devices and associated reinforcement in attached components;

7.1.2.h Hoistway entrance door sill areas beyond the entrance frame opening; will be cleaned.

7.1.2i Automatic power operated door operator, car door hanger, car door contact, door protective device, car ventilation system platform, load weighing equipment, car safety mechanism, elevator car guide shoes, gibs or roller;

7.1.3 Service Provider shall maintain the individual minimum performance standards defined below:

7.1.3a "Start to Stop Time" as measured from the moment the car begins motion till the time it stops for a single floor run.

7.1.3b "Door Open Time" as measured from the fully closed door position to a fully open stopped position.

7.1.3c "Door Close Time" as measured from the fully open door position to a fully closed stopped position. Door closing pressure shall not exceed 30 lbs.

7.1.3d "Leveling Accuracy" as measured from car sill to landing sill at a fully stopped position under all load conditions.

7.1.3e "Rated Speed" as the same shall be that noted and shall not vary by more than 5% regardless of direction or load.

7.1.4 Service Provider shall maintain the Rated Speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer and perform the necessary adjustments as required to maintain the original Door Open Time and Door Close Time, within limits of applicable codes, or to adjust and maintain revised Door Open Time and/or door close Time upon direction of County.

7.1.5 Service Provider shall maintain smooth ride quality, smooth acceleration and deceleration and comfortable stop.

7.1.6. Service Provider shall maintain positive and quiet door operation with rapid and smooth checking at limits of travel. Service Provider shall annually, check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer or to adjust and maintain revised settings upon direction of County.

7.1.7. Service Provider shall examine periodically all safety devices and governors and conduct an annual no-load test.

7.1.8 Service Provider shall calibrate load-weighing devices to Purchaser's selected settings, after annual and, as applicable, five-year safety tests are conducted.

7.1.9 Service Provider shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoist and compensation ropes, lubricate ropes appropriately and when necessary remove all residue and accumulated deposits from the rope surface and shorten ropes and chains as required to provide legal and reasonable bottom clearances.

7.1.10 Service Provider shall repair or replace conductor cables and hoistway and machine room elevator wiring in such a way as to maintain the percentage of spare conductors present at the acceptance of the location requirement. In no case shall the number of spare conductors be less than 5%.

7.1.11 Service Provider shall furnish lubricants compounded to the manufacturer's rigid specifications.

7.1.12 Service Provider shall make other safety tests recommended or directed by all applicable governmental authorities in force at the time of the acceptance of the Agreement. Service Provider shall not be required to install new attachments on the elevators recommended or directed by insurance companies, or by governmental authorities, nor to make replacements with parts of a different design recommended or directed by insurance companies, or by governmental authorities.

7.1.13 Service Provider shall coordinate all testing requiring an independent witness or inspector with the Purchaser's appointed representative.

7.1.14 Service Provider shall not be required to make renewals or repairs necessitated by reason of Purchaser's negligence or Purchaser's misuse of the Equipment or by reason of any other cause beyond Service Provider's reasonable control except ordinary wear and tear.

7.1.15 Service Provider shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment:

7.1.15a All handicap devices;

7.1.15b All elevator related earthquake devices if applicable

7.1.16 Service Provider shall have no responsibility for the following items of Equipment, which are not included:

7.1.16a the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this Agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2 <u>HYDRAULIC ELEVATORS:</u>

Service Provider agrees to and shall maintain the hydraulic elevator equipment described on any fully executed Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to hydraulic elevators, with the following additions:

7.2.1 Service Provider shall have no responsibility for the following items of Equipment in addition to those listed in provision 7.1.16a above: the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, hydraulic elevator jack, hydraulic elevator outer casing, any type of underground piping or other material, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2.2 Filters, mufflers and muffler components are included.

7.2.3 Service Provider shall periodically examine all safety devices and conduct pressure tests and other tests required by ANSI A1 7.1 or other applicable codes.

7.2.4 Service Provider shall periodically conduct an inspection of hydraulic fluid to detect contaminants and assure proper viscosity, make necessary corrections and replace fluid as required and furnish hydraulic fluid compounded to the manufacturer's rigid specifications.

7.2.5 Service Provider shall clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

7.3 ESCALATORS:

Service Provider agrees to and shall maintain the escalator equipment described on any Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to escalators, with the following additions:

7.3.1. Controller, all relays, contacts, coils, resistance for operating and motor circuits, operating transformers and operating rectifier;

7.3.2 Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks;

7.3.3 Upper drive, upper drive bearings, tension sprocket bearings, upper newel bearings, lower newel bearings;

7.3.4 All balustrade fastenings, deck and trim fastenings (screws, clips, etc.);

7.3.5 Skirt panels and panel finishes;

7.3.6 Escalator under-step lighting and balustrade panel and skirt lighting;

7.3.7 Upper and lower pit equipment spaces, pit lights, trusses and inclined truss pans.

7.3.8 Service Provider shall examine periodically (at intervals not longer than six months) all normal operating devices and equipment in accordance with ANSI A17.1, Section 1007 and conduct annual inspections and tests of all safety devices, brakes, step up thrust devices and governors in accordance with ANSI A17.1, Section 1008. If required, the governor will be calibrated and sealed for proper tripping speed.

7.3.9 Service Provider shall have no responsibility for the balustrade finishes, deck and trim finishes, wedge guards and exterior truss enclosures.

8. PARTS INVENTORY

Service Provider maintains a comprehensive parts inventory to support its field operations. Replacement parts are stored throughout North America in Service Provider's facilities and are normally available as necessary. Most specialized parts are available within 24 hours, seven days a week. All replacement parts used in Purchaser's vertical transportation equipment will be new or refurbished to meet the quality standards of Service Provider.

9. TESTING

Service Provider will, at its discretion and expense, perform governor and safety tests on traction elevators or annual relief pressure tests on hydraulic elevators per local and State codes. Service Provider assumes no responsibility for the operations of the governor or safety on traction elevators, or the hydraulic system on hydraulic elevators, under the terms of this Agreement until all applicable and governmentally-mandated tests have been made. Should the systems not meet applicable safety code requirements, it shall be the responsibility of the County, at its sole cost, to make necessary repairs and to place the equipment in a condition, which will be acceptable for coverage under the terms of this Agreement. Service Provider shall not be liable for damage to the building structure or the elevator resulting from any testing of any type or kind at any time.

10. COMPLIANCE WITH LAWS:

The rights and duties arising under this Agreement shall be governed by the laws of the State in which the Property is located. In performing the Services required under this Agreement, Service Provider shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations. In the event that any portion of this Agreement is determined to be against public policy or statute, then all other provisions shall remain in full force and effect.

11. **TERM:**

Service under the terms and conditions of this Agreement shall be for an initial non-cancelable period of One (1) year commencing on the date specified in the fully executed Location(s) Agreement and shall automatically be renewed for successive One (1) year periods thereafter, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial One (1) year period, or ninety (90) days before the end of any subsequent One (1) renewal period. Time is of the essence.

The term (length of contract) of maintenance agreements signed under the Omnia Contract may exceed the term of the Omnia Agreement. The terms and conditions of the Omnia Agreement in effect at the date the maintenance agreement is signed will remain in effect for the duration of members local maintenance agreement. Maintenance Agreements can be as long as the Omnia members request provided they are in accordance with local laws and regulations.

12. **AFTER HOURS WORK**

All Services are to be provided during Service Provider's regular working hours of its regular working days unless otherwise specified below.

For specified locations marked as "Gold" within the Exhibit "A", any overtime work requested by the County agrees to pay us overtime labor at our normal billing rates, including travel time, travel expenses, and time spent on the property.

For specified locations marked as "Platinum" within the Exhibit "A", any overtime work requested by the County agrees to pay us for the difference between regular and overtime labor at our normal billing rates, including travel time, travel expenses, and time spent on the property.

For specified locations marked as "Platinum Premier" within the Exhibit "A", for overtime calls involving one mechanic, Service Provider will include our services at no additional cost.

13. **PRICING:**

Pricing (Please See Exhibit A) The Price of Service Provider's service as herein stated shall be specifically set forth on any fully executed Location Agreement(s), payable as agreed upon between the Service Provider and the County. Those prices are net of all taxes, duties and other levies. Those prices are valid for a period of one (1) year, commencing on the effective date of each respective Location(s) Agreement. Each such period of one year (365 consecutive days) shall be called a "Fixed Price Period". Since Service Provider's costs to provide County with the Services may increase, the Service Provider shall review and adjust the Monthly Payment Amount for each Location Agreement(s) at the end of each twelve (12) month period. Eighty percent (80%) of the Agreement price for each Location Agreement(s) shall be adjusted to reflect any increase in labor costs based on the straight time rate of elevator mechanics in the local area where the Property is located. The remaining twenty percent (20%) shall be adjusted to reflect any increase in material costs based on the Producer Price Index for Metals and Metal Products as published by the United States Department of Commerce, Bureau of Labor Statistics. However, in no event shall the total price escalations at the end of each twelve (12) month period be no more than four percent (4%) in any subsequent one (1) year period. Service Provider shall provide thirty (30) days advance written notice to County of all price adjustments referenced in this paragraph.

Should equipment covered by any Location Agreement be modified by the County during the pendency of any Location Agreement the parties will endeavor to reach a written agreement on a modified price for the Services applicable to that equipment. Should those parties fail to reach a written agreement on a modified price then that equipment will be removed from the applicable Location Agreement and the applicable County shall remain financially responsible to the Service Provider for the Service Provider's lost profits associated with the Services originally designated for that piece of equipment at the original, agreed-to price for the remaining term of the applicable Location Agreement. The price is subject to increase in the event the

existing equipment is modified from its present state. A service charge of 1 ½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. Time is of the essence.

14. **INSURANCE REQUIREMENTS:**

At its sole expense, Service Provider shall carry and maintain throughout the term of any fully executed Location Agreement the insurance described below. The all risk and liabilities policies must each contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to County.

Before the commencement of the Services, Service Provider shall submit to County a Certificate of Insurance showing that all insurance requirements have been met. If any policy expires during the term of any fully executed Location Agreement(s), it shall automatically be renewed and a new Certificate of Insurance shall be sent immediately to County.

Workers' Compensation Statutory Limit

Employer's Liability $1,000,000 each accident
$1,000,000 policy limit-disease
$1,000,000 disease-each employee

General Liability

This shall include all major divisions of coverage and be on a commercial occurrence form. It shall include premises operations, products and completed operations, contractual, and personal injury.

Limits Primary: $2,000,000 each occurrence – BI & PD
$2,000,000 general aggregate
$2,000,000 personal injury & adv. Injury

Automobile Liability and Property Damage

This shall be on an occurrence basis with a combined single limit of $2,000,000. It shall include all automobiles owned, leased, hired or non-owned.

15. **County RESPONSIBLITIES:**

Product Information. County agrees to provide Service Provider with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement. County agrees to authorize Service Provider to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back up of the software embodied therein. These items will remain Purchaser's property.

Safety. County agrees to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. County agrees to report immediately any condition that may indicate the need for correction before the next regular examination. County agrees to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notifying Service Provider at the address and phone number listed on any fully executed Location(s) Agreement at once, and written notice within ten (10) days after any occurrence or accident in or about the elevator. County agrees to provide Service Provider's personnel a safe place in which to work. Service Provider reserves the right to discontinue work in the building whenever, in Service Provider's sole opinion, Service Provider's personnel do not have a safe place in which to work. County agrees to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50°F minimum to 90°F maximum. County also agrees to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, County will contract with others for removal and the proper handling of such liquids.

Other. County agrees not to permit others to make alterations, additions, adjustment, or repairs or replace any component or part of equipment during the term of any fully executed Location(s) Agreement. County agrees to accept Service Provider's judgment as to the means and methods to be employed for any corrective work under this agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described in any fully executed Location(s) Agreement, or the premises in which they are located, County agrees to see that such successor is made aware of that Location(s) Agreement and assumes and agrees to be bound by the terms of those documents for the balance of the Location(s) Agreement, and subject to termination herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the Location(s) Agreement.

Items Not Covered. Service Provider does not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, intercommunication devices, security systems not installed by Service Provider, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this Agreement.

16. EXCLUSIVITY

This Agreement is an exclusive frame agreement, which means that the County only undertakes to buy the Services, or parts thereof, from the Service Provider from the date that this Agreement is fully executed.

17. EXCUSABLE DELAYS

The Service Provider shall not be liable for delay in performing or for failure to perform its obligations under this Agreement or any location requirement if such delay or failure results from any of the following causes: (i) Acts of God, (ii) the act of any government or authority (including the denial or cancellation of any export license or other necessary license), (iii) the outbreak of wars, terrorism, insurrections, (iv) fire, explosion, flood (v) and strike, lock-out or other industrial action which is beyond the Service Provider's control or (vi) any other cause of any nature which is beyond the applicable Service Provider's control.

18. TERMINATION AND REMEDIES

18.1 The Service Provider has the right (but not the obligation) to terminate this Agreement or any location Agreement with 30 day's prior written notice in case of the Purchaser's failure to comply with any terms of this Agreements or any Location Agreement. Termination of a Location(s) Agreement shall not have effect on other existing Locations associated with this Agreement, which shall be completed in accordance with these terms and conditions. If such failure is remedied within the said 30 days period, this right to terminate shall expire.

18.2 The provisions of this Agreement, and the right and remedies of a party in the event of the other party's breach under this Agreement (including the breach of any warranty) are cumulative and are without prejudice to all other rights and remedies available to it and may have at law or otherwise; no exercise by a party of any one right or remedy under this Agreement, or at law or otherwise, shall operate so as to hinder or prevent the exercise of any other such right or remedy. However, in no event shall one party to this Agreement be liable to the other party for any indirect or consequential loss or damage, including but not limited to loss of profit, loss of production, loss of interest or otherwise, which may be suffered by the other party in connection with the entering into or operation of this Agreement.

19. ASSIGNMENT

County may not assign, transfer, novate, sub-contract or otherwise dispose of any of its rights and obligations under this Agreement without the prior written consent of the Service Provider. Notwithstanding

the above, Service Provider may without the consent of the County; use subcontractors for the performance of any Services purchased by the County under this Agreement or a local agreement. The use of subcontractors to provide Services shall in no way relieve the Service Provider of its responsibilities and obligations towards the County under this Agreement or a local agreement.

20. HEALTH & SAFETY, ENVIRONMENTAL AND QUALITY

The Service Provider and the County shall work towards the prevention of accidents aiming for zero accidents and the creation of a safer work environment.

21. ETHICAL COMMITMENT

The Service Provider has an extensive corporate compliance program and its employees are expected to maintain the highest level of ethical and legal conduct at all times during the term of the Agreement and expects the County to act in a like manner. Should the County suspect that the Service Provider or its employees have engaged in any illegal or unethical conduct, such suspicions must be reported through the Service Provider's toll-free compliance hotline at 1-866-572-1739.

22. MISCELLANEOUS

22.1 The headings in this Agreement shall not affect its interpretation.

22.2 Throughout this Agreement, whenever required by context, the use of the singular number shall be construed to include the plural, and the use of the singular number shall be construed to include the plural, and the use of the plural the singular, and the use of any gender shall include all genders.

22.3 Should any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

22.4 The waiver or forbearance or failure of a party in insisting in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligations in respect of such future performance shall continue in full force and effect.

22.5 In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due thereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

22.6 County hereby waives trial by jury and agrees that this Agreement and any applicable Location(s) Agreement shall be construed and enforced in accordance with the laws of the state where the equipment described on the applicable Location(s) Agreement is located. County further agrees to jurisdiction of the courts, both state and Federal, of the state in which the equipment set forth on the applicable Location(s) Agreement is located as to all matters and disputes arising out of this that Location(s) Agreement.

22.7 The liability of the Service Provider under this Agreement shall not exceed the value of the Services remaining on the then current and unexpired term of the applicable Location(s) Agreement.

22.8 This Agreement supersedes all prior oral or written agreement between the Service Provider and the County and constitutes the entire agreement between the parties with respect to the services and work performed hereunder.

23 **NOTICES:**

Every notice or other communication to be given by either party to the other with respect to this Agreement(s), shall be given by personal delivery, by facsimile or by United States registered or certified mail postage prepaid, return receipt requested, addressed as hereinafter provided. Except as otherwise specified herein, the time period in which a response to any notice or other communication must be made, if any, shall commence to run on the earliest to occur of (a) if by personal delivery, the date of receipt, or attempted delivery, if such communication is refused; (b) if given by telecopy, the date on which such telecopy is transmitted and confirmation of delivery, or attempted delivery, thereof is received; and (c) if sent by mail (as aforesaid), the date of receipt or delivery is refused. Until further notice, notices and other communications under this Agreement shall be addressed to the parties at:

FILL IN THE CONTACT INFORMATION FOR USA OPERATIONS FOR COUNTY HERE

ThyssenKrupp Elevator Corporation
3615 Willow Springs Rd.
Austin, TX 78704
Attn: National Account Contract Administrator
866-768-9304

This Agreement has been prepared in duplicate, of which each party has received a copy.
Certified Proposal Number:

ACCEPTED:

WILLIAMSON COUNTY, TX	**THYSSENKRUPP ELEVATOR CORP.**
BY: _____ Signature of Authorized Individual	BY: Andre K. Miller
TITLE: _____	TITLE: Branch Account Executive
DATE: _____	DATE: 10/02/2020
	THYSSENKRUPP CORP. APPROVAL:
	BY: Mark Hintz
	TITLE: National Accounts Executive
	DATE: 10/19/2020

Exhibit "A"
Property list/Location
Contract Type and Price

Location Name: Williamson County, TX

Location Address: 3101 SE Inner Loop, Georgetown, TX

Entity Code

Unit Count: 26

Unit Type: Hydraulic Elevators – Multiple OEM's. Contract Type: Platinum

Contract Price for Omnia: : $5,773.54 Monthly

Billing Frequency: Quarterly

Williamson County Elevator Maintenance
FIscal 2021

Building Name	Unit Location	City	Postal Code	Unit Serial Number	Contract Number	Monthly Contract Amount w/o Tax 11-1-20	Billing Frequency
355 TEXAS AVE BUILDING	355 TEXAS AVE	ROUND ROCK	78664-2565	US333766	US33672	$211.90	Quarterly
WMSN CO ANNEX	151 WILCO WAY	GEORGETOWN	78626-2595	US442274	US33672	$230.54	Quarterly
WMSN CO ANNEX	151 WILCO WAY	GEORGETOWN	78626-2595	US442275	US33672	$230.54	Quarterly
WMSN CO COURTHOUSE	710 S MAIN ST	GEORGETOWN	78626-5703	US313004	US33672	$222.50	Quarterly
WMSN CO GARAGE	305 W 4TH ST	GEORGETOWN	78626-5619	US90325	US33672	$222.50	Quarterly
WMSN CO JAIL	508 S ROCK ST	GEORGETOWN	78626-5604	US90104	US33672	$200.75	Quarterly
WMSN CO JAIL	508 S ROCK ST	GEORGETOWN	78626-5604	US90105	US33672	$200.75	Quarterly
WMSN CO JAIL	508 S ROCK ST	GEORGETOWN	78626-5604	US90106	US33672	$200.75	Quarterly
WMSN CO JAIL	508 S ROCK ST	GEORGETOWN	78626-5604	US90107	US33672	$200.75	Quarterly
WMSN CO JAIL	508 S ROCK ST	GEORGETOWN	78626-5604	US90108	US33672	$200.76	Quarterly
WMSN CO JAIL EXP	508 S ROCK ST	GEORGETOWN	78626-5604	US90384	US33672	$230.75	Quarterly
WMSN CO JAIL EXP	508 S ROCK ST	GEORGETOWN	78626-5604	US90385	US33672	$230.75	Quarterly
WMSN CO JAIL EXP	508 S ROCK ST	GEORGETOWN	78626-5604	US90386	US33672	$230.75	Quarterly
WMSN CO JAIL EXP	508 S ROCK ST	GEORGETOWN	78626-5604	US90387	US33672	$230.75	Quarterly
WMSN CO JUSTICE-N	405 MARTIN LUTHER KING ST	GEORGETOWN	78626-4901	US90388	US33672	$210.97	Quarterly
WMSN CO JUSTICE-N	405 MARTIN LUTHER KING ST	GEORGETOWN	78626-4901	US90389	US33672	$210.98	Quarterly
WMSN CO JUSTICE-N	405 MARTIN LUTHER KING ST	GEORGETOWN	78626-4901	US90390	US33672	$210.97	Quarterly
WMSN CO JUSTICE-N	405 MARTIN LUTHER KING ST	GEORGETOWN	78626-4901	US90521	US33672	$197.53	Quarterly
WMSN CO JUSTICE-S	405 MARTIN LUTHER KING ST	GEORGETOWN	78626-4901	US90099	US33672	$210.98	Quarterly
WMSN CO JUSTICE-S	405 MARTIN LUTHER KING ST	GEORGETOWN	78626-4901	US90100	US33672	$210.98	Quarterly
WMSN CO JUSTICE-S	405 MARTIN LUTHER KING ST	GEORGETOWN	78626-4901	US90101	US33672	$210.98	Quarterly
WMSN CO JUSTICE-S	405 MARTIN LUTHER KING ST	GEORGETOWN	78626-4901	US90102	US33672	$210.98	Quarterly
WMSN CO JUSTICE-S	405 MARTIN LUTHER KING ST	GEORGETOWN	78626-4901	US90103	US33672	$210.98	Quarterly
WMSN CO MUSEUM	716 S AUSTIN AVE	GEORGETOWN	78626-5709	US90326	US33672	$197.78	Quarterly
WMSN CO NORTH CAMPUS EMS TRAINING	3189 SE INNER LOOP	GEORGETOWN	78626-6388	US361585	US33672	$225.33	Quarterly
WMSN CO PR 2-CP	350 DISCOVERY BLVD	CEDAR PARK	78613-2260	US89519	US33672	$197.88	Quarterly
WMSN CO TAYLOR ANN	412 VANCE ST	TAYLOR	76574-3506	US89521	US33672	$222.50	Quarterly
						$5,773.54	**Monthly**
						$17,320.62	**Quarterly**
						$69,282.47	**Annually**

Work Order – Inspection Proposal

Date: October 1, 2020
Attention: Jeff Hancock / Christi Stromberg
Williamson County, TX
Address: 3101 SE Inner Loop

City: Georgetown, TX 78626-6317
Provide billing address if different from the mailing address above:

Building: Williamson County

Address: see attached list
Contract #: US33672 (C201US)
Serial #: 27 units: see attached list

Rt: 23

County authorizes thyssenkrupp Elevator to perform the following described work on the subject elevators in the above referenced building:

Our records indicate the Annual Safety Tests for your elevators are due by January 9, 2021. The following is our proposal to have the annual safety tests, as required by the State of Texas and the American National Standard Safety Code, witnessed by a QEI Inspector and certified with the State. This covers the cost of providing your choice of a QEI inspector from a list of thyssenkrupp-approved vendors, plus coordination, notification, transportation, scheduling, handling, and processing.

The cost for providing the inspections and the additional services listed above will be $11,246.00. Inspection fees are not taxable. This does not include the filing fee for the Certificate of Compliance.

thyssenkrupp Elevator will exercise caution and care in the performance of this testing, but will not be responsible for any damage done to the building structure or equipment occasioned by these tests.

IMPORTANT OWNER INFORMATION:

Once you have received your Inspection Report, you as the real property owner, or agent for the real property owner, are required by law to file a copy of each Inspection Report, one (1) per elevator or escalator, and a $20.00 filing fee per unit, with: The Commissioner of the Texas Department of Licensing and Regulation Executive Offices, P.O. Box 12157, Austin, Texas 78711.
There is a 30-day period from the actual date of inspection to comply with the TDLR letter of code violations.

This Work Order is submitted for acceptance within 30 days from the date executed by thyssenkrupp Elevator.

County's acceptance of this Work Order together with the terms and conditions printed on subsequent pages hereof and which are expressly made a part of this proposal and agreed to, and its approval by an executive officer of thyssenkrupp Elevator will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. This Work Order specifically contemplates work outside the scope of any maintenance contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

No agent or employee shall have the authority to waive or modify any of the terms of this Agreement without the written approval of an authorized thyssenkrupp Elevator manager.

AGREEMENT: unless otherwise stated, you agree to pay as follows: a minimum of **50%** upon signed acceptance and the balance upon completion. If this proposal meets with your approval, please **return one** (1) signed copy with your payment to the **Austin address** listed below.

Accepted: Please execute completely to ensure current contact information in our data base
Williamson County, TX

By: _____
(Signature of Authorized Individual)

_____
(Printed or Typed Name)

Title: _____ Date: _____

Contact Person_____

Telephone No:_____ Ext:_____
Send report(s) to this
Email Address:_____

Building Access Issues?:_____

THYSSENKRUPP ELEVATOR CORPORATION
3615 Willow Springs Road
Austin, Texas 78704

By: KRhoades
(thyssenkrupp Elevator Representative)
Krissy Rhoades, QEI Coordinator
(512) 486-1010, fax: (866) 768-9304
krissy.reeder@thyssenkrupp.com

Date: October 1, 2020

Approved by:_____

Title: Sales Mgr Date:_____

Terms and conditions.

thyssenkrupp Elevator assumes no responsibility for any part of the elevator equipment except that upon which work has been done under this agreement. No work, service, examination or liability on the part of us other than that specifically mentioned herein is included or intended. It is agreed that we do not assume possession or control of any part of the equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

We have made no examination of, and assume no responsibility for, any part of the elevator equipment except that necessary to do the work described in this proposal.

It is agreed that thyssenkrupp Elevator's personnel shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our sole opinion, this provision is being violated.

You agree that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than employees of thyssenkrupp Elevator or those of our subcontractors, the work place will be monitored, and prior to and during our presence on the job, County will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event our employees, or those of our subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than our employees, or those of its subcontractors, you agree to indemnify, defend, and hold thyssenkrupp Elevator harmless from any and all claims, demands, lawsuits, and proceedings brought against us, or our employees resulting from such exposure. You recognize that your obligation to thyssenkrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Removal and disposal of asbestos containing material is your responsibility.

Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.

INDEMNITY CLAUSE

County agrees to fully and completely defend, indemnify and hold harmless thyssenkrupp Elevator from any and all claims and lawsuits (whether same is for personal injury, property damage or death of any person) asserted against thyssenkrupp Elevator which allege to have a factual or legal basis in the services contemplated by this contract; regardless of whether such actions arise from the use, operation, repair, installation, or condition of the equipment which is the subject of this contract or its machine room(s), hatchway(s), or component part(s). County understands and agrees that its obligation to defend, indemnify and hold harmless exist regardless of whether it is alleged or proved that thyssenkrupp Elevator is jointly or solely liable under theory of legal fault, including, but not limited to negligence, gross negligence, strict liability, strict product liability, breach of warranty (whether expressed or implied) or breach of contract. County recognizes its obligation under this clause includes payment of all attorneys' fees, costs of court and other expenses of litigation incurred by thyssenkrupp Elevator, together with any and all damages (including punitive damages to the extent allowed by law) awarded by court, jury or other competent authority, judgments, settlements, appeal bonds necessary to suspend judgment pending appeal, interest (prejudgment and post-judgment) and attorney's fees awarded to an adverse party arising out of such claims or lawsuits. This indemnification obligation is the broadest allowed by law.

You expressly agree to name thyssenkrupp Elevator as an additional insured in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure us for those claims or losses referenced in the above paragraph. You hereby waive the right of subrogation.

We shall not be liable for any loss, damages or delay caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, acts of God, or any other cause beyond our control, and in no event shall we be liable for consequential damages.

Should loss of or damage to our material, tools or work occur at the erection site, you shall compensate us therefore, unless such loss or damage results from our own acts or omissions.

You agree that all existing equipment removed by thyssenkrupp Elevator shall become the exclusive property of thyssenkrupp Elevator.

We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extension is thereof, shall have been made. In the event of any default by you in the payment, under any other provision of this contract, we may take immediate possession of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financing or continuation statements, which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished you upon request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price.

If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.

You shall bear all cost(s) for any re-inspection of our work due to items outside the scope of this agreement or for any inspection arising from the work of other trades requiring the assistance of thyssenkrupp Elevator.

All applicable sales and use taxes, permit fees and licenses imposed upon us as of the date of this proposal, are included in the contract price. You agree to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from you or thyssenkrupp Elevator on account thereof, by any law enacted after the date of this proposal.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, you agree to pay, in addition to any defaulted amount, all attorney fees, collection costs or court costs in connection therewith.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury and do further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in Dallas County, Texas.

The rights of thyssenkrupp Elevator under this agreement shall be cumulative and the failure on the part of the thyssenkrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by thyssenkrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this agreement.

In the event your acceptance is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this proposal shall govern in the event of conflict.

WILLIAMSON COUNTY
ELEVATOR EQUIPMENT
SAFETY TESTS DUE DURING THE MONTH OF JANUARY 2021

CONTRACT #: US33672 (C201US)

JOB NAME AND ADDRESS	ELEV #		SERIAL #	US #	ELBI	DECAL #	CAPACITY	SPEED	PRICE
JUSTICE CENTER - SOUTH	1	DOVER OIL	EA3608	US90099	2654	013824	2500	125	$410
405 MARTIN LUTHER KING	2	DOVER OIL	EA3609	US90100		013823	2500	125	$410
GEORGETOWN 78626	3	DOVER OIL	EA3610	US90101		013822	2100	100	$410
	4	DOVER OIL	EA3611	US90102		043117	2100	100	$410
	5	DOVER OIL	EA3612	US90103		013821	2100	100	$410
JUSTICE CENTER - NORTH	6	TKE OIL	ER2073	US90388	18599	057609	5000	150	$410
405 MARTIN LUTHER KING	7	TKE OIL	ER2075	US90390		057608	3500	125	$410
GEORGETOWN 78626	8	TKE OIL	EV4307	US90521		057754	3500	125	$410
	9	TKE OIL	ER2074	US90389		057607	3500	125	$410
WILLIAMSON COUNTY JAIL	1	DOVER OIL	EA3613	US90104	2525	013814	3500	125	$410
508 S ROCK ST	2	DOVER OIL	EA3614	US90105		013813	4000	125	$410
GEORGETOWN 78626	3	DOVER OIL	EA3615	US90106		013820	4000	125	$410
	4	DOVER OIL	EA3616	US90107		013819	2500	125	$410
	5	DOVER OIL	EA3617	US90108		013818	4500	125	$410
JAIL EXPANSION	6	TKE OIL	EP1623	US90384	2525	055628	4500	150	$410
508 S ROCK ST	7	TKE OIL	EP1624	US90385		055649	2500	200	$410
GEORGETOWN 78626	8	TKE OIL	EP1625	US90386		055650	4500	200	$410
out of srvc per inspctn 1/22/07	9**	TKE OIL	N/A						
	10	TKE OIL	EP1626	US90387		055651	2500	200	$410
GARAGE	1G	TKE OIL	EP1627	US90325	16963	051476	3500	150	$410
305 W 4TH ST									
GEORGETOWN 78626									
PRECINCT 2, CEDAR PARK ANNEX	1	DOVER OIL	EH3580	US89519	12088	035115	2100	100	$410
350 DISCOVERY BLVD									
CEDAR PARK 78613									
TAYLOR ANNEX	1	DOVER OIL	EK0318	US89521	14247	043985	2500	95	$586
412 VANCE ST									
TAYLOR 76574									
HISTORY MUSEUM	1	TKE OIL	EP7846	US90326	17244	055617	2000	100	$410
716 S AUSTIN AVE									
GEORGETOWN 78626									
355 TEXAS	1	OTIS OIL	465076	US333766	16725	044548	2500	100	$410
355 TEXAS AVE									
ROUND ROCK 78664									
COURTHOUSE	1	SCHINDLER OIL	C643401	US313004	30170	065369	2100	150	$410
710 S MAIN ST									
GEORGETOWN 78626									
NORTH CAMPUS FACILITIES	1	SCHINDLER OIL	EDR043	US361585	41988	97372	4000	110	$410
3189 SE INNER LOOP									
GEORGETOWN 78626									
GEORGETOWN ANNEX	1	TKE OIL	EDZ472	US442274	42623	93139	3500	150	$410
3189 SE INNER LOOP	2	TKE OIL	EDZ473	US442275	42623	91340	3500	150	$410
GEORGETOWN 78626									

TOTAL $11,246

TOTAL PRICE FOR 27 ELEVATORS
27 OILDRAULIC

Commissioners Court - Regular Session **34.**

Meeting Date: 11/03/2020

Expo Concessions P475 Prime Construction CO#14

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting a report on the Williamson Expo Concessions/Restrooms (P475); Vaughn Construction Change Order #14 in the amount of $21,415.00. 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 ADA ramps on NE corner of Arena. There is a four (4) day time extension 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

Expo Concessions P475 Prime CO #14

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/29/2020 11:26 AM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 12:44 PM
Form Started By: Wendy Danzoy		Started On: 10/29/2020 09:54 AM
Final Approval Date: 10/29/2020		

RITTER · BOTKIN

PRIME CONSTRUCTION COMPANY, INC.

WWW.PCCIUSA.COM 20907 Martin Ln Pflugerville, TX 78660 (office) 512.244.7799 (fax) 512.990.9886

CHANGE ORDER NO. 14

Project: Williamson County Exposition Concession / Restroom

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:
Furnish and install all materials, tools, and labor required for the following scopes of work:

1. NE Arena Ramp $21,415.00
   a. Add ramps on Northeast corner of existing arena for ADA access per Change Event #60; includes ramp to East and ramp to south with common upper landing. Add 4 days to complete work

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 : $ 21,415.00

Williamson County

Signature / Date 10-19-2020

DWAYNE GOSSETT
Printed Name

Prime Construction Company Inc.

Signature / Date 10/19/2020

Gregg Matocha
Printed Name

Populous

Signature / Date 10.19.2020

John P. Fickel
Printed Name

Commissioners Court - Regular Session **35.**

Meeting Date: 11/03/2020

Expo Concessions P475 Prime Construction CO#15

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting a report on the Williamson Expo Concessions/Restrooms (P475); Vaughn Construction Change Order #15 in the amount of $1,100.00. 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 a louvred door for electrical room 202. There is no time extension 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

Expo Concessions P475 Prime CO #15

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/29/2020 11:26 AM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 12:45 PM
Form Started By: Wendy Danzoy		Started On: 10/29/2020 09:58 AM
Final Approval Date: 10/29/2020		

RITTER · BOTKIN

PRIME CONSTRUCTION COMPANY, INC.

WWW.PCCIUSA.COM 20907 Martin Ln Pflugerville, TX 78660 (office) 512.244.7799 (fax) 512.990.9886

CHANGE ORDER NO. 15

Project: Williamson County Exposition Center Pavilion, Concession & Restroom

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:

Furnish and install all materials, tools, and labor required for the following scopes of work:

1. Electrical Room (202) – Concession - Door Hollow Metal to be Louvered.
   a. Furnish and Install Louver $610.00
2. Paint Louver and touch up door after installation. $390.00
3. OH Expense $100.00

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: $1,100.00

Williamson County

10-28-20
Signature / Date

DWAYNE GOSSETT
Printed Name

Prime Construction Company Inc.

10/28/2020
Signature / Date

Herb Deazvedo
Printed Name

Populous

10/28/2020
Signature / Date

Bill Bourne
Printed Name

Russell & Traugott Painting and Decorating

12010 Hwy. 290 West, Suite #130
Austin, Texas 78737
Telephone (512) 288-0559
Fax (512) 288-0657

October 26, 2020

Kristian Payton
Prime Construction
20907 Martin Lane
Pflugerville, TX. 78660

RE: Paint New Louver & Door, Williamson County Expo Center, Taylor, Texas

Dear Kristian:

To paint one (1) new louver and door our cost will be THREE HUNDRED NINETY DOLLARS ($390.00).

Should you have any questions, please contact us.

Sincerely,

Carl Russell
President
rc

ARCHITECTURAL DIVISION 8

2425 Brockton #101 San Antonio, TX 78217 Ph: (210) 826-6616 Fax: (210) 826-6900
8219 Burleson Rd. Ste 100 Austin, TX 78744 Ph: (512) 491-6088 Fax: (210) 491-6554
2810 N. Expressway 77 Ste. F Harlingen, TX 78552 Ph: (956) 440-8160 Fax: (956) 440-8260

"We do what we say we are going to do, when we say we are going to do it and for the dollar amount we said it could be done"

Date:	**09/29/2020**	**Proposal No:**	**6**
Customer:	**PCC**	**Pages:**	**1**
Project Name:	**Williamson Co.**	**Job Number:**	**304779**

Architectural Division 8 proposes to furnish the above listed party (Hereinafter called "Contractor") the following materials and / or labor for the above listed structure for their consideration.

PROPOSAL

(1) NGP 25" x 24" L-FRA-RX Louver

Installation of Louver onsite

Section Totals

Finish Hardware		$110.00
Field Labor		$500.00
	Pre-Tax Total	$610.00

Shipping: FOB: Project Jobsite

Terms: QUOTE VOID AFTER 30 DAYS

Commissioners Court - Regular Session **36.**

Meeting Date: 11/03/2020

Justice Center Renovation P515 ODR for Bob Lubecker

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 the appointment of Williamson County Facilities Project Manager, Bob Lubecker, with general authority to approve change orders for the contract with HCS, Inc. in relation to the Williamson County Justice Center Remodel Project, P515 for any increase or decrease in cost of $30,000.00 or less in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications; provided, however, the original contract price may not be increased by more than 25% and the original contract price may not be decreased by 18% or more without the consent of the contractor.

Background

A request is being made for this authority due to the nature of performing contract work within the Justice Center and the necessity of an uninterrupted workflow to allow for continuity of schedules between Justice Center Staff and the Contractor. Section 262.031 of the Local Government Code allows for the grant of such authority up to $50,000.00. Bob Lubecker will be serving as the Project Manager on the project. Any change orders that are approved by Bob Lubecker will be placed on the Commissioners Court's Consent Agenda the following week.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/29/2020 01:22 PM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 01:28 PM
Form Started By: Wendy Danzoy		Started On: 10/29/2020 11:31 AM
Final Approval Date: 10/29/2020		

Commissioners Court - Regular Session **37.**

Meeting Date: 11/03/2020

Additional Amarillo Contracts for Road & Bridge

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the 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 $5,400.00 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

Agreements

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/29/2020 10:16 AM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 10:22 AM
Form Started By: Andrew Portillo		Started On: 10/22/2020 01:48 PM
Final Approval Date: 10/29/2020		

Amarillo College	Technical Education Division	Williamson County Training Agreement #21009 Loader/Dump Truck Operator

AGREEMENT with Amarillo Junior College District
Through the Technical Education Division
PO Box 447 Amarillo, TX 79178-0001

October 13, 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:

March 8, 2021 through March 9, 2021.

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 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**. 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.

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: 10-16-20

Amarillo College	Technical Education Division	Williamson County Training Agreement #21010 Loader/Dump Truck Operator

AGREEMENT with Amarillo Junior College District
Through the Technical Education Division
PO Box 447 Amarillo, TX 79178-0001

October 13, 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:

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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:

March 10, 2021 through March 11, 2021.

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 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.

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AGREEMENT between Amarillo College and Williamson County, continued page 2.

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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.

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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: 10-16-20

Commissioners Court - Regular Session **38.**

Meeting Date: 11/03/2020

Kimley Horn 2576 WA1 On Call Traffic Engr Svc

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 1 in the amount of $25,000.00 to expire on September 30, 2022 under Williamson County Contract for Engineering Services between Kimley-Horn and Williamson County dated March 10, 2020 for On Call Traffic Engineering Services. Funding source: 01.0200.0210.004100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Kimley Horn 2576 WA1 On Call Traffic Engr Svc

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/29/2020 11:25 AM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 11:39 AM
Form Started By: Vicky Edwards		Started On: 10/27/2020 02:43 PM
Final Approval Date: 10/29/2020		

WORK AUTHORIZATION NO. 1

PROJECT: On-Call Traffic Engineering Services

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 10, 2020** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Kimley-Horn and Associates, Inc.** (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$25,000.00.**

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **September 30, 2022**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 2020.

ENGINEER:	COUNTY:
Kimley-Horn & Associates, Inc.	Williamson County, Texas
By: 	By: _____
Signature	Signature
Brian Boecker	Bill Gravell, Jr.
Printed Name	Printed Name
Vice President	Williamson County Judge
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Williamson County will provide a Project Manager and will provide timely reviews and decisions necessary to enable the Engineer to maintain an agreed upon project schedule.

Attachment B - Services to be Provided by Engineer

This project consists of the design and necessary support services for Traffic Engineering and Support Services in Williamson County. The tasks that may be accomplished under this contract will be on an as needed basis to assist with general traffic engineering needs.

Attachment C - Work Schedule

Engineer shall provide a work schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement on the work schedule and authorization to proceed on assigned services.

Attachment D - Fee Schedule

Please see following page.

Exhibit D - Rate Schedule
Williamson County

Kimley-Horn & Associates, Inc.	
Direct Labor	
CATEGORY	**RATE**
Senior Engineer I / Senior Professional I	$210.00
Senior Engineer II / Senior Professional II	$255.00
Professional	$165.00
Analyst	$145.00
Senior Designer	$150.00
CAD Technician	$115.00
Senior Support Staff	$110.00
Support Staff	$95.00
DIRECT EXPENSES	
Postage & shipping (metered/bulk) / month	$150.00
Materials and Shipping / per package	$35.00
Overnight Mail - oversized box / each	$40.00
Courier Services / each	$40.00
Photocopies B/W (8 1/2" X 11") / each	$0.10
Photocopies B/W (11" X 17") / each	$0.20
Photocopies Color (8 1/2" X 11") / each	$0.75
Photocopies Color (11" X 17") / each	$1.25
Digital Ortho Plotting / sheet	$2.50
Plots (B/W on Bond) / square foot	$1.00
Plots (Color on Bond) / square foot	$2.00
Plots (Color on Photographic Paper) / square foot	$5.50
Color Graphics on Foam Board / square foot	$5.50
Presentation Boards up to 48" X 60" Color Mounted / each	$75.00
Outside Printing - Reports (Includes labor and supplies) / each report	$50.00
Report Binding and Tabbing (Includes labor and supplies) / each	$10.00
Reproduction of CD/DVD / each	$30.00
CDs/DVDs / each	$2.00
Cardstock Color (8 1/2" x 11") / each	$2.00
4" X 6" Digital Color Print / picture	$0.50
Historical Aerial Images (Photographs, Negatives, Maps) / each	$100.00
Aerial Photographs (1" = 500' scale) / each	$50.00
Maps and Map Records / each	$2.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.) / day	$51.00
Noise Meter Rental / per day	$80.00
GPS Receiver (rates applied to actual time GPS units are in use) / hour	$25.00

Commissioners Court - Regular Session **39.**

Meeting Date: 11/03/2020

Underground Storage Tank Renewal quote

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 additional insurance coverage request and quote for AIG Environmental TankGuard Williamson County Pollution Liability Insurance with an annual premium of $955 and additional $90 for terrorism coverage to support operations of the Fleet Department and authorizing acceptance and signature of the quote.

Background

This item is to provide an additional insurance coverage request form that is in addition to the renewal warranty for AIG TankGuard Williamson County Pollution Liability Insurance that was submitted to Commissioners Court and approved on 20 October 2020 under Agenda Item #36. Department Contact: Kevin Teller. Funding Source: FY21, Other Liability Insurance, 0882.0882.004416.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/29/2020 11:02 AM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 11:05 AM
Form Started By: Dianne West		Started On: 10/28/2020 11:19 AM
Final Approval Date: 10/29/2020		

Q#100270 20
Pol#: 000168373

chamber
insurance agency services

20 Commerce Drive
Second Floor
Cranford, N.J. 07016

Toll Free: 800.336.2007
Fax: 973.731.2288
www.chamberagent.com

10/23/20

Ms. Shela Ferrell
JI Special Risks Insurance Agency, Inc.
10535 Boyer Boulevard, Suite 100
Austin, TX 78758-

Re: AIG Environmental TankGuard® Program
Applicant: Williamson County
Effective Date: 12/18/20

Dear Ms. Ferrell:

Thank you for allowing Chamber Insurance Agency Services LLC to provide terms for coverage under the AIG Environmental TankGuard® Program. Having carefully reviewed your submission, we are pleased to offer the enclosed Premium Indication for a policy underwritten by the Commerce and Industry Insurance Company.

The enclosed Indication is based on the information contained in your submission, and may require that you submit certain additional information to us for approval prior to our binding coverage on your behalf. Moreover, this Indication could be subject to change or withdrawal, depending on the content of the information provided.

We recommend that you immediately review this Indication in its entirety to determine whether any additional information is required. If so, we encourage you to submit it to us immediately.

Very truly yours,

Ana Hormilla
On Behalf of Chamber Insurance Agency Services
(973) 669-2389
ahormilla@chamberagent.com
Enclosures

Commerce And Industry Insurance Company Q#100270 20
Proposal - 16 AIG SUB.# 061136180
Pol#: 000168373

Prepared Especially For
Williamson County

The following is our premium indication for the storage tank system listed below. Coverage for Storage Tank Third Party Liability, Corrective Action and Clean-up Costs is offered using Commerce and Industry Insurance Company Form #81106(08/09) with the appropriate endorsements listed below.
Coverage is offered on a Claims Made and Reported Basis.

Policy Dates: From: 12/18/20 To: 12/18/21
Retroactive Date: See Schedule
Commission Rate: 5.00
Covered Storage Tank Systems Locations: See Schedule Attached

Opt.	Limits of Liability (Ea Incident/Agg.)	Deductible (Ea Incident)	Annual Premium	State Surcharges
001	1,000,000/ 1,000,000	10,000	955	.00 * .00 **

All premiums are fully earned upon tank removal. There will be no credit for midterm removal.

* State Surcharges are in addition to the annual premium and are assessed when covered locations are within the states of KY, WV, NJ, FL and/or OR.
** This is the additional State Surcharge premium if TRIA is accepted.
Payment of surcharges is expected along with the annual premium at binding of coverage.

The premium amount(s) stated above does not include the premium for Terrorism Risk Insurance Act Coverage. Please see the attached Disclosure Statement regarding Terrorism Risk Insurance Act Coverage and the premium for such coverage. In the event that you choose to purchase TRIA Coverage along with one of the options above, the total premium shall be the premium shown above for the option chosen plus the TRIA Coverage premium shown on the attached Disclosure Statement for that option.

Coverage Forms and Endorsements:
- Storage Tank Policy 81106(08/09)
- Storage Tank Declarations Page 81206(08/09)
- Site Schedule 81029(02/13)
- Schedule of Coverage Storage Tank Systems 81017(10/02)
- Separation of Insureds Endorsement 81026(10/02)
- Gaining the Ultimate Value-Added Advantage Thgh AIG 127135(11/17)
- Economic Sanctions Endorsement 89644(06/13)
- Notice of Loss/Notice of Claim 91968(12/06) CI2940
- 81755(03/03) Texas Amendatory End. Concealment & Fraud Condition
- 74802(03/20) Texas Liability Ins. Amen. Endt Cancellation & Nonren.
- 81046(10/02) Texas Endorsement Prompt Payment of Claim
- 81045(10/02) Texas Endt Notice of Settlement of Liability Claims
- 135940(2/20) Texas Complaint Notice

This indication is subject to the following, prior to binding:

- Written request to bind
- Signed TRIA Disclosure Statement (if Insured is rejecting coverage)
- If TRIA Coverage is rejected, then All Terrorism Exclusion Endorsement 118950(1/15) will be attached.
- If TRIA Coverage is accepted, Federal Share of Compensation Under TRIA And Cap On Losses Endorsement 125595(03/17) will be attached.
- Full Net Premium Payment by effective date

NOTICE: PLEASE READ CAREFULLY THE ATTACHED POLICYHOLDER DISCLOSURE STATEMENT UNDER TERRORISM RISK INSURANCE ACT OF 2002. THE INSURED REPRESENTS AND WARRANTS THAT AN OFFICER OF THE INSURED SHALL COMPLETE, SIGN AND RETURN SUCH DISCLOSURE STATEMENT TO THE COMPANY WITHIN 30 DAYS OF THE DATE OF BINDING THIS INDICATION, IF CERTIFIED ACTS OF TERRORISM COVERAGE UNDER TRIA OF 2002 IS REJECTED BY THE INSURED AND THAT THE INSURED OR ITS BROKER SHALL ADVISE THE COMPANY ELLECTRONICALLY THROUGH THE E-TANK SYSTEM OF SUCH REJECTION PRIOR TO BINDING. HOWEVER, IF SUCH COVERAGE IS ACCEPTED BY THE INSURED, THE BROKER MUST ADVISE THE COMPANY IN WRITING ELLECTRONICALLY THROUGH THE E-TANK SYSTEM PRIOR TO BINDING, THE COMPANY SHALL RELY UPON THIS REPRESENTATION AND WARRANTY IN THE ISSUANCE OF ANY BINDER ISSUED RELATED TO THIS INDICATION.

All submitted information is subject to underwriter approval.
Federal and/or state required Storage Tank Certificates of Financial responsibility.
40 CFR 280.97 or state equivalent will also be included when the policy is issued.

This indication is valid for 30 days from the date of this letter if new business, or if a renewal, until the proposed policy inception date shown above.

If you have any questions regarding this indication, please contact the program specialist shown below.

Very truly yours,

Ana Hormilla
Assistant Account Executive
(973) 669-2389

SCHEDULE OF COVERED STORAGE TANK SYSTEMS Q#100270 20
Pol#: 000168373

Location Address	UST/ AST	Capacity Capacity	Install Year	Retro Date
Williamson County Central Maintenance 3151 S.E. Inner Loop, Suite B Georgetown, TX 78626	UST	2,000	1995	12/18/04
Williamson County 3161 S.E. Inner Loop Georgetown, TX 78626	UST	20,000	2019	7/12/19
	UST	20,000	2019	7/12/19
	UST	3,000	2019	7/12/19

Q#100270 20
Pol#: 000168373

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM RISK INSURANCE ACT (TRIA) COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are 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.
YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING JANUARY 1, 2018; 81% BEGINNING JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Unless you, or your insurance broker on your behalf, **REJECTS** in writing to the Company Terrorism Coverage under the Terrorism Risk Insurance Act as amended, you will be covered for Terrorism as defined in the Act and your prospective premium for that coverage is based upon which coverage option you choose (Coverage options setting forth limits, policy term, etc. are set forth in the attached letter of indication).

Option 1 Terrorism Act Premium: $90

_____ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Commerce and Industry Insurance Company

Return to: Chamber Insurance Agency LLC
20 Commerce Drive, 2nd Floor
Cranford, NJ 07016-3617

_____
Policyholder/Applicant's Signature

_____
Policyholder/Applicant's Printed Name

_____
Date

Williamson County
Quote#: 100270

121187 (01/16)
CI5974

PROPOSAL ACCEPTANCE - 16

Q#100270 20
Pol#: 000168373

Williamson County

I/We accept Proposal for a policy providing the following Limits of Liability and Deductible:

Limits of Liability: _____ Deductible: _____

____ I hereby elect to purchase Terrorism coverage for a premium of $ _____.

____ I hereby reject coverage in accordance with the Terrorism Risk Insurance Act of 2002.

_____ _____
Signature of Applicant or Authorized Representative Date

PROPOSAL ACCEPTANCE - 16

Q#100270 20
Pol#: 000168373

Williamson County

I/We accept Proposal for a policy providing the following Limits of Liability and Deductible:

Limits of Liability: $1,000,000 Deductible: $10,000

____ I hereby elect to purchase Terrorism coverage for a premium of $ _____.

____ I hereby reject coverage in accordance with the Terrorism Risk Insurance Act of 2002.

_____ _____
Signature of Applicant or Authorized Representative Date

Commissioners Court - Regular Session **40.**

Meeting Date: 11/03/2020

Change Order No 1 to contract number IFB 3495 for CR 118 Bridge Rehabilitation

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB #3495, in the amount of -$420.00 for CR 118 Bridge Rehabilitation.

Background

This Change Order is a balancing Change Order. All work has been completed and punch list items appropriately resolved. Original contract amount was $23,962.50. With the addition of this change order, of -$420.00, final contract amount will be $23,542.50.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Change Order No. 1- CR 118 Bridge Rehabilitation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/29/2020 11:43 AM
Form Started By: Kelly Murphy		Started On: 10/29/2020 09:40 AM
Final Approval Date: 10/29/2020		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **RHB Construction**

2. Change Order Work Limits: Sta. _____ to Sta. _____

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:	***IFB # 3495***
Roadway:	***CR118 Bridge Rehab***
Purchase Order Number:	

5. Describe the work being revised:

Quantities adjusted due to differing site conditions.

6. Work to be performed in accordance with Items: **All**
7. New or revised plan sheet(s) are attached and numbered: **N/A**
8. New Special Provisions 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 charges for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 10-6-20

By _____

Typed/Printed Name Tracey Hummel

Typed/Printed Title President

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: _____

Amount added by this change order: **($420.00)**

RECOMMENDED FOR EXECUTION:

_____ 10/14/20
Project Manager / Construction Observer Date

_____ 10/16/20
Design Engineer Date

_____ 10/26/20
Program Manager Date

Design Engineer's Seal:

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED PROFESSIONAL ENGINEER

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 #*** *IFB # 3495*

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
403-6006	TEMPORARY SPL SHORING (COFFERDAM)	SF	$35.00	222.00	$7,770.00	0.00	222.00	$7,770.00	$0.00
420-6070	CL C CONC (PILE ENCASEMENT)	CY	$2,100.00	4.00	$8,400.00	(0.20)	3.80	$7,980.00	($420.00)
500-6001	MOBILIZATION	LS	$4,500.00	1.00	$4,500.00	0.00	1.00	$4,500.00	$0.00
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	$3.85	50.00	$192.50	0.00	50.00	$192.50	$0.00
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	$2.00	50.00	$100.00	0.00	50.00	$100.00	$0.00
4027-6007	TEMP CONSTRUCTION ACCESS	LS	$3,000.00	1.00	$3,000.00	0.00	1.00	$3,000.00	$0.00
						0.00			
TOTALS					$23,962.50			$23,542.50	($420.00)

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

Commissioners Court - Regular Session **41.**

Meeting Date: 11/03/2020

Preliminary plat for the J A Needler subdivision – Pct 4

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the J A Needler subdivision – Precinct 4.

Background

This proposed subdivision consists of 2 lots with no new public roads.

Timeline

2020-09-22 – initial submittal of preliminary plat
2020-10-15 – 1st review complete with comments
2020-10-20 – 2nd submittal of preliminary plat
2020-10-28 – 2nd review complete with comments cleared
2020-10-29 – preliminary plat placed on the November 3, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

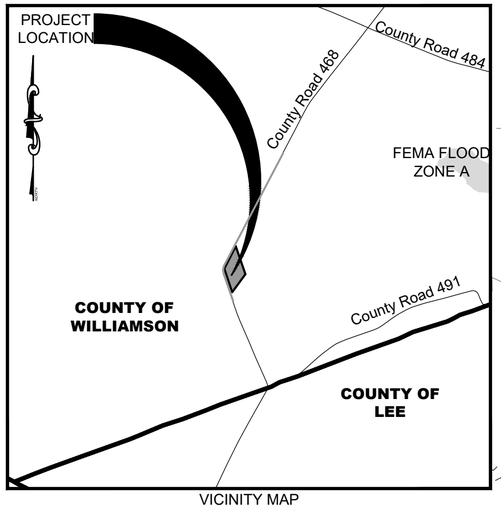
Attachments

preliminary plat - J A Needler

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/29/2020 11:58 AM
Form Started By: Adam Boatright		Started On: 10/29/2020 11:15 AM
Final Approval Date: 10/29/2020		

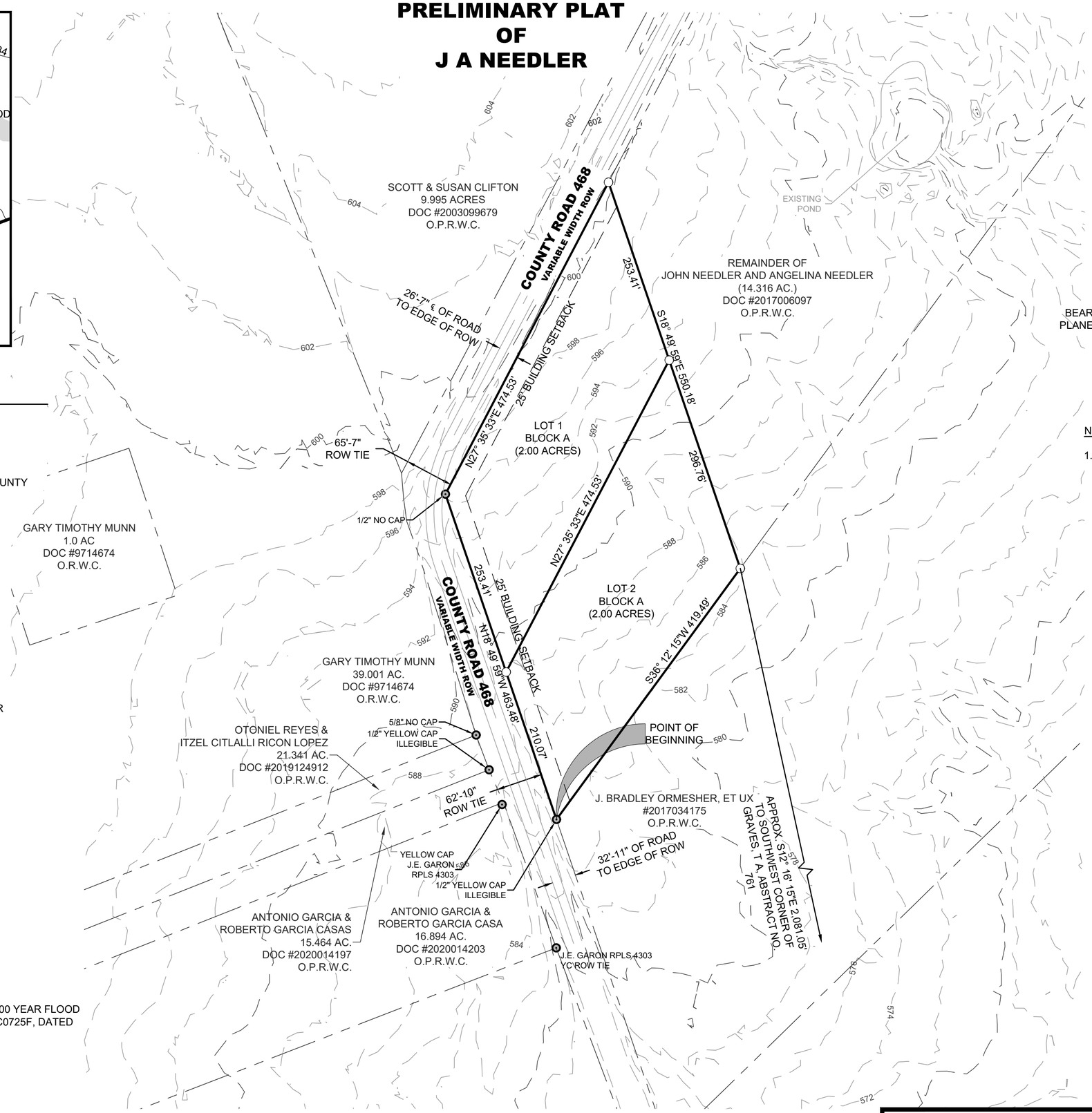
PRELIMINARY PLAT
OF
J A NEEDLER



VICINITY MAP
SCALE: 1"=2,000'

LEGEND

○	IRON ROD SET, CAPPED "TLS"
◉	IRON ROD FOUND AS NOTED
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY



BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 (93).

NOTES

1. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

OWNER: JOHN NEEDLER AND ANGELINA NEEDLER
1253 AUSTIN AVENUE
GEORGETOWN, TX 78626
PHONE 512.577.0315
E-MAIL JNEEDLER@TRIMBUILT.COM

SURVEYOR: KENNETH CRIDER, RPLS
TEXAS LAND SURVEYING, INC.
3613 WILLIAMS DRIVE SUITE 903
GEORGETOWN, TX 78628
PHONE 512.930.1600
E-MAIL KEN@TEXAS-LS.COM

ENGINEER: JENNIFER HENDERSON, PE
M&S ENGINEERING
FIRM F-1394
102 W. MORROW ST. STE 101
GEORGETOWN, TEXAS 78626
PHONE 830.228.5446
E-MAIL JHENDERSON@MSENGR.COM

SUBMITTAL DATE: 10/20/2020

ORIGINAL SURVEY: GRAVES, T A SURVEY
ABSTRACT NO. 761

FEMA FLOODPLAIN: THERE IS NO ENCROACHMENT OF THE 100 YEAR FLOOD PLAIN AS SHOWN ON FIRM PANEL 48491C0725F, DATED DECEMBER 12, 2019

NEW STREETS: NO NEW STREETS ARE PLANNED

M&S ENGINEERING
ELECTRICAL | CIVIL | STRUCTURAL | MEP
TXENG FIRM # F-1394 | TBPELS FIRM #10169800
WWW.MSENGR.COM | (830) 228-5446

Date: Oct 20, 2020, 3:18pm User ID: jsomera
File: V:\Active Projects\2020\81 Georgetown General Civil\8120JNEED.001 - 1157 DR 468 Elgin, Texas Subdivision\dwg\Sheets\8120JNEED.001-PP.dwg

Commissioners Court - Regular Session **42.**

Meeting Date: 11/03/2020

Final plat for the Traweek-Shobe Addition subdivision – Pct 4

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Traweek-Shobe Addition subdivision – Precinct 4.

Background

This subdivision consists of 2 new lots and no new public roads.

Timeline

2020-06-29 – initial submittal of final plat
2020-07-29 – 1st review complete with comments
2020-08-27 – 2nd submittal of final plat
2020-09-04 – 2nd review complete with comments
2020-09-07 – 3rd submittal of final plat
2020-09-22 – 3rd review complete with minor comments
2020-10-01 – 4th submittal of final plat
2020-10-01 – 4th review complete with comments clear
2020-10-08 – final plat approved by the City of Pflugerville
2020-10-28 – receipt of final plat with all signatures
2020-10-29 – final plat placed on November 3, 2020 Commissioners Court agenda for consideration

Fiscal Impact

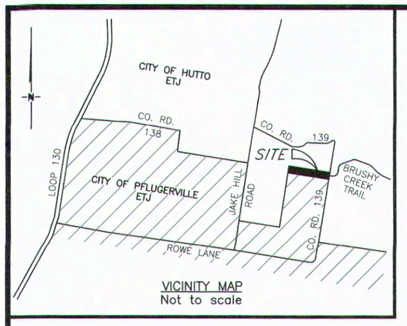
From/To	Acct No.	Description	Amount

Attachments

final plat - Traweek-Shobe Addition

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/29/2020 11:56 AM
Form Started By: Adam Boatright		Started On: 10/29/2020 11:15 AM
Final Approval Date: 10/29/2020		



VICINITY MAP
Not to scale

LAND USE TABLE			
LOT NO.	BLOCK	ACREAGE	USE
1	A	5.670	RESIDENTIAL
2	A	14.295	RESIDENTIAL
RIGHT-OF-WAY DEDICATION: 389 LINEAR FEET			
TOTAL SUBDV. ACREAGE: 20.340 AC.			

OWNER:

Robert W. & Geraldine A. Shobe
1252 Co. Rd. No. 139
Hutto, Texas 78634

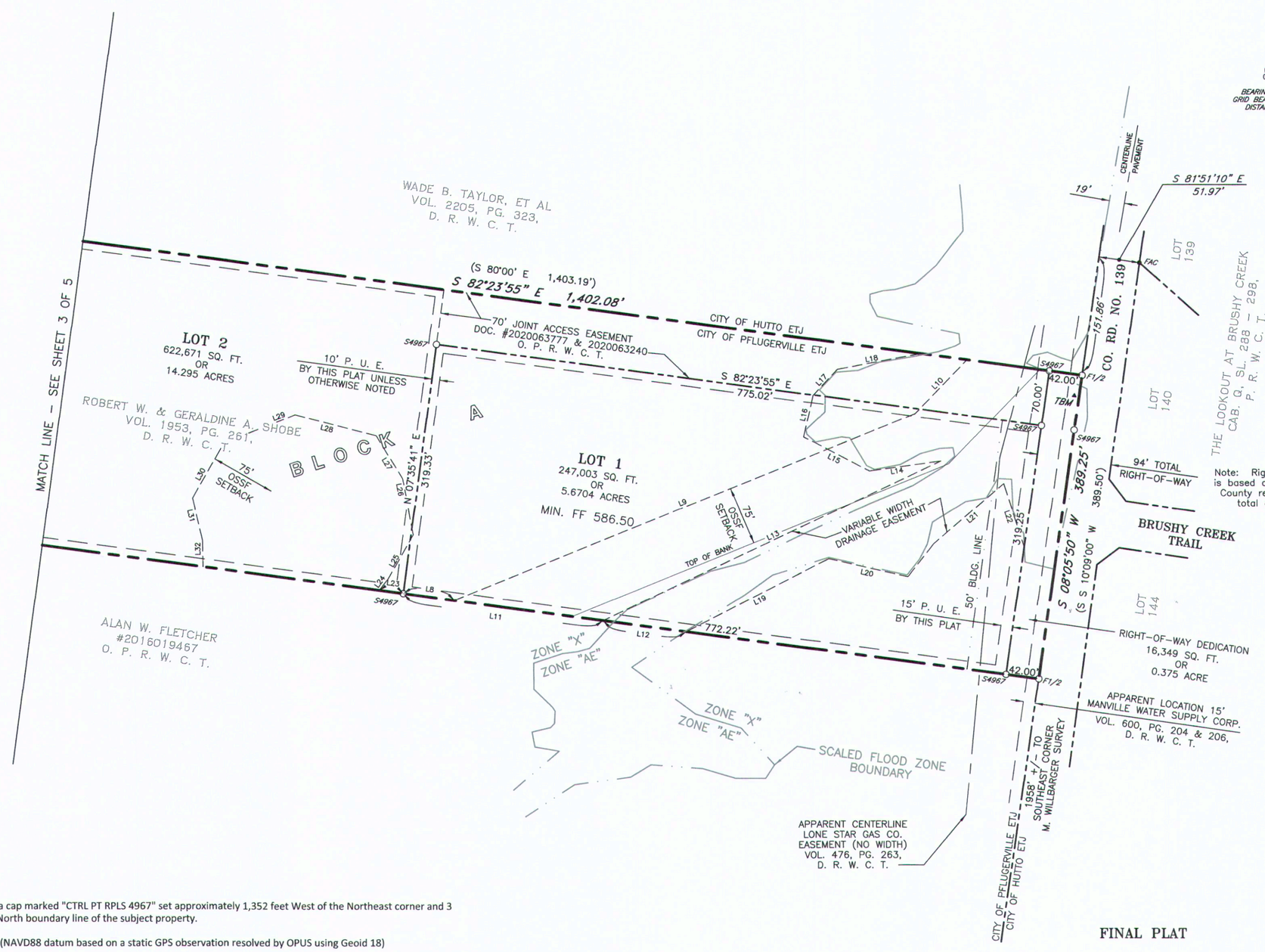
SURVEYOR:

Delta Land Surveying
14900 Avery Ranch Blvd.
Suite C200 #241
Austin, Texas 78717
(512) 781-9800

ENGINEER:

Hagood Engineering Associates
900 E. Main Street
Round Rock, Texas 78664
(512) 244-1546

LINE DATA		
NO.	BEARING	DISTANCE
1	N 82°24'19" W	31.02'
2	N 61°54'08" W	15.07'
3	N 28°05'52" E	15.00'
4	S 61°54'08" E	29.68'
5	N 47°21'26" E	39.67'
6	S 42°38'34" E	15.00'
7	S 47°21'26" W	438.82'
8	S 82°24'19" E	65.52'
9	N 67°52'52" E	631.11'
10	N 44°07'21" E	95.11'
11	S 82°24'19" E	256.36'
12	S 82°24'19" E	106.48'
13	N 64°39'51" E	474.11'
14	S 82°05'01" W	91.70'
15	N 62°33'08" W	93.77'
16	N 12°32'13" E	53.76'
17	N 42°51'39" E	45.09'
18	N 19°19'06" E	107.85'
19	N 62°48'06" E	203.12'
20	S 77°06'50" E	102.82'
21	N 45°46'49" E	169.79'
22	S 18°06'48" E	84.54'
23	N 82°24'19" W	30.78'
24	N 38°17'05" E	17.81'
25	N 29°41'51" E	65.23'
26	N 10°54'14" W	72.39'
27	N 31°23'15" W	64.14'
28	N 75°38'20" W	106.66'
29	S 68°20'59" W	96.66'
30	S 29°43'46" W	80.77'
31	S 13°25'02" E	55.58'
32	S 00°49'32" E	33.26'



SCALE: 1" = 100'
0 50 100

BEARINGS ARE TEXAS STATE PLANE GRID BEARINGS, CENTRAL ZONE (4203). DISTANCES ARE GROUND VALUES.

Note: Right-of-way width is based on the Williamson County requirement of a total of 136 feet.

BENCHMARK:

A 1/2" rebar with a cap marked "CTRL PT RPLS 4967" set approximately 1,352 feet West of the Northeast corner and 3 feet South of the North boundary line of the subject property.

Elevation: 611.28 (NAVD88 datum based on a static GPS observation resolved by OPUS using Geoid 18)

TBM:

A 1/2" rebar with a cap marked "CTRL PT RPLS 4967" set approximately 26.5' South and 6'West of the Northeast corner of the subject property.

Elevation: 581.59 (NAVD88 datum based on a static GPS observation resolved by OPUS using Geoid 18)

STATE OF TEXAS
REGISTERED
LARRY W. BUSBY
4967
PROFESSIONAL
LAND SURVEYOR

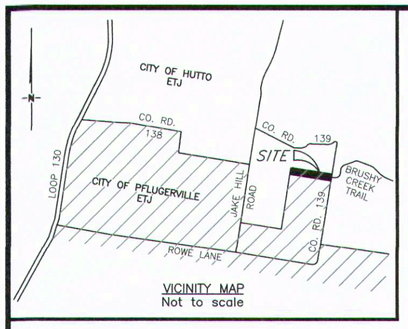
FINAL PLAT

TRAWEEK - SHOBE ADDITION

IN THE MATHIAS WILLBARGER SURVEY,
ABSTRACT NO. 663, WILLIAMSON CO., TEXAS

June 25, 2020

DELTA LAND SURVEYING
14900 Avery Ranch Blvd., Ste. C200 #241
Austin, Texas 78717
(512) 781-9800 www.DeltaLandSurveying.net



VICINITY MAP
Not to scale

LAND USE TABLE			
LOT NO.	BLOCK	ACREAGE	USE
1	A	5.670	RESIDENTIAL
2	A	14.295	RESIDENTIAL
RIGHT-OF-WAY DEDICATION: 389 LINEAR FEET			
TOTAL SUBDV. ACREAGE: 20.340 AC.			

OWNER:

Robert W. & Geraldine A. Shobe
1252 Co. Rd. No. 139
Hutto, Texas 78634

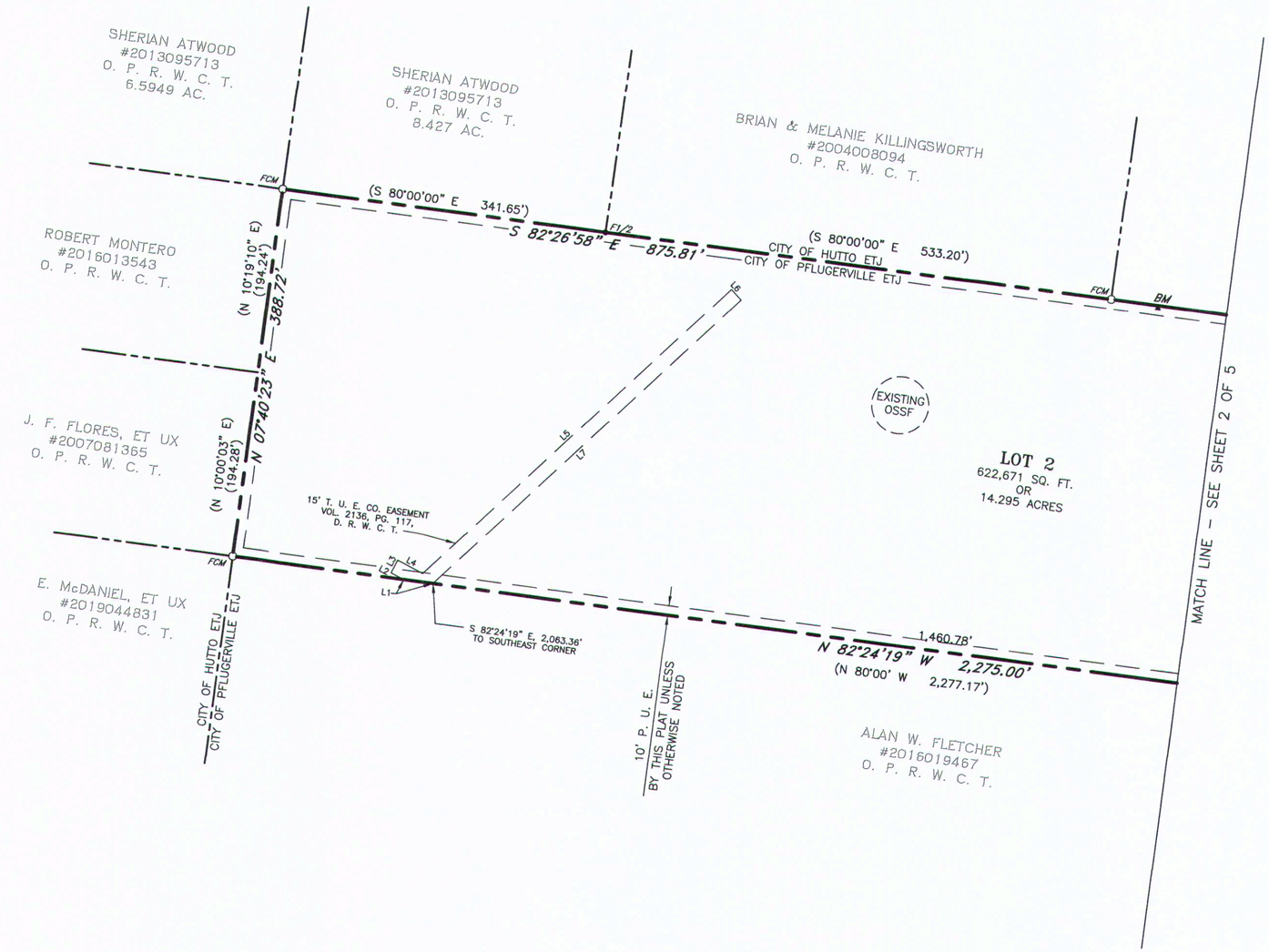
SURVEYOR:

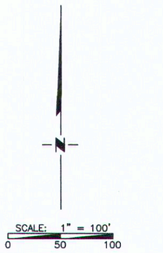
Delta Land Surveying
14900 Avery Ranch Blvd.
Suite C200 #241
Austin, Texas 78717
(512) 781-9800

ENGINEER:

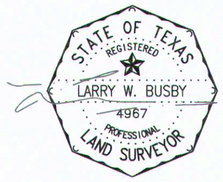
Hagood Engineering Associates
900 E. Main Street
Round Rock, Texas 78664
(512) 244-1546

LINE DATA		
NO.	BEARING	DISTANCE
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14	S 82°05'01" W	91.70'
15	N 62°33'08" W	93.77'
16	N 12°32'13" E	53.76'
17	N 42°51'39" E	45.09'
18	N 19°19'06" E	107.85'
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28	N 75°38'20" W	106.66'
29	S 68°20'59" W	96.66'
30	S 29°43'46" W	80.77'
31	S 13°25'02" E	55.58'
32	S 00°49'32" E	33.26'





BEARINGS ARE TEXAS STATE PLANE GRID BEARINGS, CENTRAL ZONE (4203). DISTANCES ARE GROUND VALUES.



FINAL PLAT

TRAWEEK - SHOBE ADDITION

IN THE MATHIAS WILLBARGER SURVEY,
ABSTRACT NO. 663, WILLIAMSON CO., TEXAS

June 25, 2020

DELTA LAND SURVEYING
14900 Avery Ranch Blvd., Ste. C200 #241
Austin, Texas 78717
(512) 781-9800 www.DeltaLandSurveying.net

DESCRIPTION:

A tract of land situated within the M. Willbarger Survey, Abstract Number 663, Williamson County, Texas and being the same tract of land conveyed to Robert W. and Geraldine A. Shobe by a deed filed for record in Volume 1953 at Page 261 of the Deed Records of Williamson County, Texas. Said tract of land being more particularly described by metes and bounds as follows:

Beginning at a 1/2" rebar found, on the monumented West right-of-way line of County Road Number 139, for the common East corner of the tract of land herein described and a tract of land conveyed to Wade B. Taylor, et al by a deed filed for record in Volume 2205 at Page 323 of the Deed Records of Williamson County, Texas;

Thence **S 08°05'50" W**, along the aforementioned West right-of-way line, **389.25 feet** to a 1/2" rebar found for the common East corner of the tract of land herein described and a tract of land conveyed to Alan W. Fletcher by a deed filed for record under Document Number 2016019467 of the Official Public Records of Williamson County, Texas;

Thence **N 82°24'19" W**, along the common boundary line of the tract of land herein described and the aforementioned Fletcher tract, **2,275.00 feet** to a concrete monument found for their common West corner and the common East corner of a tract of land conveyed to E. McDaniel, et ux by a deed filed for record under Document Number 2019044831 of the Official Public Records of Williamson County, Texas and a tract of land conveyed to J. F. Flores, et ux by a deed filed for record under Document Number 2007081365 of the Official Public Records of Williamson County, Texas;

Thence **N 07°40'23" E**, along the common boundary line of the tract of land herein described and the aforementioned Flores tract and along the common boundary line of the tract of land herein described and a tract of land conveyed to Robert Montero by a deed filed for record under Document Number 20160163543 of the Official Public Records of Williamson County, Texas, **388.72 feet** to a concrete monument found for their common North corner at the common South corner of a called 6.5949 acre and called 8.427 acre tracts of land conveyed to Sherian Atwood by a deed filed for record under Document Number 2013095713 of the Official Public Records of Williamson County, Texas;

Thence **S 82°26'58" E**, along the common boundary of the tract of land herein described and the aforementioned called 8.427 acre Atwood tract, passing at 341.63 feet a 1/2" rebar found for the common South corner of said Atwood tract and a tract of land conveyed to Brian and Melanie Killingsworth by a deed filed for record under Document Number 2004008094 of the Official Public Records of Williamson County, Texas, and continuing for a total distance of **875.81 feet** to a concrete monument found for a common corner of the tract of land herein described, said Atwood tract and the above-mentioned Taylor tract;

Thence **S 82°23'55" E**, along the common boundary line of the tract of land herein described and the aforementioned Taylor tract, **1,402.08 feet** to the **Point of Beginning**.

Said tract of land containing 886,023 square feet or 20.340 acres, more or less.

Bearings above are Texas State Plane Grid Bearings, Central Zone (4203) and distances are ground values.

DEDICATION:

State of Texas
County of _____

Know all men by these presents that Robert W. and Geraldine A. Shobe being the owners of 20.340 acres of land in the Mathias Willbarger Survey, Abstract Number 663, Williamson County, Texas as conveyed by a warranty deed filed for record in Volume 1953 at Page 261 of the Deed Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby subdivide said 20.340 acre tract of land 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 shown hereon are free from public liens. This subdivsiion is to be know as:

Traweek - Shobe Addition

Witness my hand, this the 8th day of October, 2020, A. D.

Robert W. Shobe
1252 Co. Rd. No. 139
Hutto, Texas 78634

Geraldine A. Shobe
1252 Co. Rd. No. 139
Hutto, Texas 78634

ACKNOWLEDGEMENT:

Before me, the undersigned authority, on this day personally appeared Robert W. Shobe known to me to be the person whose name is subscribed to the foregoing instrument or writhing, acknowledged to me that they executed the same for purposes and considerations therein expressed and in the capacity therein stated.

Witness my hand and seal of office, this the 8th day of October, 2020, A. D.

Notary Public

DEBORAH A. BAUERKEMPER NOTARY PUBLIC STATE OF TEXAS EXPIRES NOVEMBER 30, 2021 NOTARY ID: 125511524

Before me, the undersigned authority, on this day personally appeared Geraldine A. Shobe known to me to be the person whose name is subscribed to the foregoing instrument or writhing, acknowledged to me that they executed the same for purposes and considerations therein expressed and in the capacity therein stated.

Witness my hand and seal of office, this the 8th day of October, 2020, A. D.

Notary Public

DEBORAH A. BAUERKEMPER NOTARY PUBLIC STATE OF TEXAS EXPIRES NOVEMBER 30, 2021 NOTARY ID: 125511524

SURVEYOR'S CERTIFICATION:

State of Texas
County of Williamson

Know all men by these presents that I, Larry W. Busby, do hereby certify that I prepared this plat from an actual and accurate on the ground survey of the land and that all corner monuments shown thereon were properly placed under my direct supervision in accordance with all City of Pflugerville, Texas Codes and Ordinances and that all know easements within the boundary of the plat are shown hereon.

Larry W. Busby
TX RPLS No. 4967

STATE OF TEXAS REGISTERED LARRY W. BUSBY 4967 PROFESSIONAL LAND SURVEYOR

ENGINEER'S FLOOD PLAIN CERTIFICATION:

State of Texas
County of Williamson

A portion of this tract is within the boundaries of the 100-year flood plain of any waterway that is within the limits of study of the Federal Flood Insurance Administration, Firm Panel No. 48491C0675F, with an effective date of December 20, 2019, for Williamson County, Texas. This tract is not located within the Edwards Aquifer Recharge Zone.

9/24/2020

Terry R. Hagood
P. E. No. 52960
Hagood Engineering Associates
900 E. Main Street
Round Rock, Texas 78664

STATE OF TEXAS TERRY R. HAGOOD 52960 REGISTERED PROFESSIONAL ENGINEER

LEGEND

( )	Record data per deed/plat
F1/2	Found 1/2" rebar
F1/2NL	Found 1/2" rebar with non-legible cap
FCM	Found concrete monument
S4967	Set 1/2" rebar with cap marke "RPLS 4967"
BM	Benchmark
TBM	Temporary Benchmark
———	Subdivision Boundary Line
— — — — — —	Adjoining Property Boundary Line
— — — — — —	Easement Boundary Line
— · — · — · —	Flood Zone Boundary
P. R. T. C. T.	Plat Records of Travis County, Texas
O. P. R. T. C. T.	Official Public Records of Travis County, Texas
P. U. E.	Public Utility Easement

FINAL PLAT

TRAWEEK – SHOBE ADDITION

IN THE MATHIAS WILLBARGER SURVEY,
ABSTRACT NO. 663, WILLIAMSON CO., TEXAS

June 25, 2020

DELTA LAND SURVEYING
14900 Avery Ranch Blvd., Ste. C200 #241
Austin, Texas 78717
(512) 781-9800 www.DeltaLandSurveying.net

GENERAL NOTES:

1. This plat lies within the City of Pflugerville ETJ (Extra-Territorial Jurisdiction).
2. Water shall be provided by Manville Water Supply Corporation and wastewater shall be provided by OSSF. No lot in the subdivision shall be occupied until connected to an appropriate water and wastewater facilities. Only one (1) septic tank per single family residential lot larger than 3 acres is allowed per UDC 15.16.8.
3. Easement(s) dedicated to the public by this plat shall also be subject to the terms and conditions of the Engineering Design Manual per Ordinance No. 1206-15-02-24. The Grantor (property owner(s), heirs, successors and assigns) shall retain the obligation to maintain the surface of the easement property, including the obligation to regularly mow or cut back vegetation and to keep the surface of the easement property free of litter, debris and trash.
4. No improvements including but not limited to structures, fences or landscaping shall be allowed in a public easement, except as approved by the City.
5. The property owner shall provide access to drainage and utility easements as may be necessary and shall not prohibit access for the placement, construction, installation, replacement, repair, maintenance, relocation, removal, operation and inspection of such drainage and utility facilities and related appurtenances.
6. This subdivision is subject to all City of Pflugerville ordinances or technical manuals related to Tree Preservation per City Ordinance No. 1203-15-02-24 and City Resolution No. 1224-09-08-25-8A.
7. The Community Impact Fee rate for water and wastewater is hereby accessed and established according to the City of Pflugerville Ordinance No. 1440-20-04-14. Community Impact Fees for individual lots shall be paid prior to the issuance of any building permits.
8. This development is considered exempt from on-site stormwater dentention controls based on Williamson County Subdivision Regulation B11.1.2, which states that a proposed development may be considered exempt from providing on-site stormwater detention if the plat has three or less lots for single family residential use, with less than 20% impervious cover per lot.
9. All electric utility infrastructure including but not limited to telephone, cable television, electric utility lateral and service lines shall be installed in accordance with the City of Pflugerville Engineering Design Manual, as amended.
10. The owner(s) of this subdivision and their successors and assigns, assumes responsibility for plans for construction of subdivision improvements which comply with applicable codes and requirements of the City of Pflugerville.
11. Construction plans and specifications for all subdivision improvements shall be reviewed and approved by the City of Pflugerville prior to any construction with the subdivision.
12. Site development construction plans shall be reviewed and approved by the Williamson County Planning Department prior to any construction.
13. All proposed fences and walls adjacent to intersection public roadway right-of-way or adjacent to private access drives shall be in compliance with the site distance requirements of the City of Pflugerville Engineering Design Manual, as amended.
14. Wastewater and water systems shall conform to TCEQ (Texas Commission on Environmental Quality) and State Board of Insurance requirements. The owner(s) understands and acknowledges that plat vacation or re-platting may be required at the owners' sole expense if plans to develop this subdivision do not comply with such codes and requirements.
15. A ten (10) foot in width Public Utility Easement (PUE) shall be dedicated along all street frontage(s).
16. Except in area required to meet legal accessibility requirements, the minimum finished floor elevation shall be one foot hight 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.
17. Lots 1, Block A in this subdivision are encroached by the 100-year (1% chance) flood as identified by the U. S. Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel No. 48491C0675F, effective date, 12/20/2019, for Williamson County, Texas.
18. A Floodplain Development Permit may be required for Lots 1 and 2 in Block A and prior to any construction or development. The need for a Floodplain Development Permit will be determined by Williamson County upon review of the proposed structure location. The minimum finished floor elevation (FFE) for lots shown on the plat were determined by adding one (1) foot to the nearest and highest base flood elevation (BFE) as shown on FEMA Firm Map 48491C0675F with an effective date of 12/20/2019.
19. It is the responsiblity of the owner, not the County or the City of Pflugerville, 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. 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.
21. 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.
22. 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.
23. Improvements within the County Road right-of-way including but not limited to, landscaping, irrigation, lighting, custom signs is prohibited without first obtaining an executed license agreement with Williamson County.
24. All public roadways and easements as shown on this plat are free of liens.
25. All sidewalks shall be maintained by each of the adjacent property owners.
26. Parkland Dedication and Development Fees of $1,319.99 have been paid to the City of Pflugerville for Lot 1 in this subdivision.

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES (OSSF) APPROVAL:

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the plat as represented by the said engineer or surveyor, I find that this plat complies with the requirements of Edwards Aquifer Regulation for Williamson County and Williamson County On-Site Sewage Facility Regulations. This certification is made solely upon such representations and should no be relied upon for verifications of the facts alleged. The Williamson County Engineer's Office and Williamson County disclaim any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

FOR Roland D. Boutright Roland D. Boutright — 10/28/2020

J. Terron Evertson, PE, DR, CFM — Date
County Engineer

CITY CERTIFICATION:

Approved this 26 day of October, 2020, A. D., by the Planning Director of the City of Pflugerville, Texas on behalf of the City of Pflugerville.

Emily Barron, Planning Director

ATTEST: Karen Thompson

Karen Thompson, City Secretary

CITY OF PFLUGERVILLE ★ STATE OF TEXAS ★

WILLIAMSON COUNTY JUDGE'S APPROVAL:

I, Bill Gravell, Jr., County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, for a subdivision having been fully presented to the Commissioner's Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

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

WILLIAMSON COUNTY CLERK RECORDATION CERTIFICATE:

State of Texas §
§
County of Williamson §

That I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certification of authentication, was filed for record in my office on the _____ day of _____, 2020, A. D., at _____ o'clock __ . M. and duly recorded on the _____ day of _____, 2020, A. D., at _____ o'clock __ . M. in the Official Public Records of Williamson County, Texas in Instrument Number _____.

TO CERTIFY WHICH, WITNESS my hand and seal of the County Court of Williamson County, Texas, at my office in Georgetown, Texas, the date last shown above written.

Nancy Rister, Clerk, County Court
Williamson County, Texas

By: _____, Deputy

ROAD NAME & 911 ADDRESS APPROVAL:

Road name and address assignments verified this the 26 day of October, 2020 A. D.

Cindy Bridges

Williamson County Addressing Coordinator

Cindy Bridges

STATE OF TEXAS ★ REGISTERED ★ LARRY W. BUSBY 4967 PROFESSIONAL LAND SURVEYOR

FINAL PLAT

TRAWEEK – SHOBE ADDITION

IN THE MATHIAS WILLBARGER SURVEY,
ABSTRACT NO. 663, WILLIAMSON CO., TEXAS

June 25, 2020

DELTA LAND SURVEYING
14900 Avery Ranch Blvd., Ste. C200 #241
Austin, Texas 78717
(512) 781-9800 www.DeltaLandSurveying.net

Commissioners Court - Regular Session **43.**

Meeting Date: 11/03/2020

Final plat for the Santa Rita Ranch South Section 9C subdivision – Pct 2

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch South Section 9C subdivision – Precinct 2.

Background

This is the next section of the Santa Rita Ranch South development. It consists of 43 single family lots and 1,151 linear feet of new public roads. Roadway and drainage construction are not yet complete but a financial security in the amount of $607,474.05 has been posted with the County to cover the cost of the remaining construction.

Timeline

2019-08-29 – initial submittal of final plat
2019-09-16 – 1st review complete with comments
2020-10-12 – 2nd submittal of final plat
2020-10-26 – 2nd review complete with comments cleared except for completing construction
2020-10-27 – receipt of final plat with all signatures and a financial security received for the amount of the remaining construction
2020-10-29 – final plat placed on the November 3, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

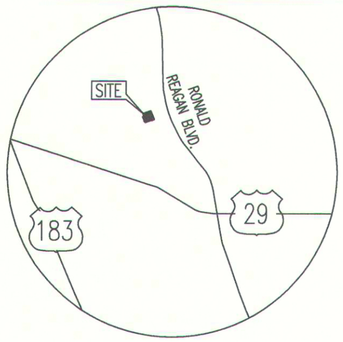
Attachments

final plat - Santa Rita Ranch South Sec 9C

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/29/2020 11:59 AM
Form Started By: Adam Boatright		Started On: 10/29/2020 11:16 AM
Final Approval Date: 10/29/2020		

SANTA RITA RANCH SOUTH
SECTION 9C
FINAL PLAT



GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

LEGEND

- ● 1/2" IRON ROD FOUND
- ○ 1/2" CAPPED IRON ROD SET

L.S.E LANDSCAPE EASEMENT
D.E. DRAINAGE EASEMENT
P.U.E. PUBLIC UTILITY EASEMENT
W.Q.E. WATER QUALITY EASEMENT
W.W.E. WASTEWATER EASEMENT
----- 100 YEAR WATER SURFACE ELEVATION
F.F.E. FINISHED FLOOR ELEVATION

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	23.56	15.00	N24°29'52"E	21.21	15.00	90°00'00"
C2	23.56	15.00	N65°30'08"W	21.21	15.00	90°00'00"
C3	7.79	325.00	N21°11'18"W	7.79	3.89	1°22'21"
C4	40.04	60.00	N34°38'47"E	39.30	20.80	38°14'01"
C5	54.12	60.00	N79°36'12"E	52.30	29.06	51°40'48"
C6	40.66	60.00	S55°08'32"E	39.89	21.15	38°49'46"
C7	54.81	60.00	S09°33'22"E	52.93	29.49	52°20'34"
C8	9.15	25.00	S67°01'21"E	9.10	4.63	20°58'37"
C9	14.40	25.00	N85°59'36"E	14.20	7.40	32°59'28"
C10	23.55	25.00	N83°31'05"W	22.69	12.73	53°58'05"
C11	301.53	60.00	S20°30'08"E	70.59	43.64	287°56'10"
C12	23.55	25.00	N42°30'49"E	22.69	12.73	53°58'05"
C13	50.50	60.00	S40°43'36"W	49.02	26.85	48°13'23"
C14	61.39	60.00	N85°50'53"W	58.75	33.69	58°37'40"

Line Table		
Line #	Length	Direction
L1	38.86	S69°29'52"W
L2	3.00	S69°29'52"W
L3	3.00	N69°29'52"E
L4	50.00	N20°30'08"W

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BASE FLOOD ELEVEATION (BFE), WHICHEVER IS HIGHER.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. THE MINIMUM FINISHED FLOOR ELEVATIONS FOR LOTS 16-26 OF BLOCK T SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BFE AS DETERMINED BY A STUDY PREPARED BY CARLSON, BRIGANCE & DOERING, INC., FOR SANTA RITA RANCH SOUTH SECTION 9A, DATED AUGUST 27, 2019.
4. 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.
5. NO STRUCTURE OR LAND SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR FOR LOTS 16-26 OF BLOCK T.

WATER AND WASTEWATER:

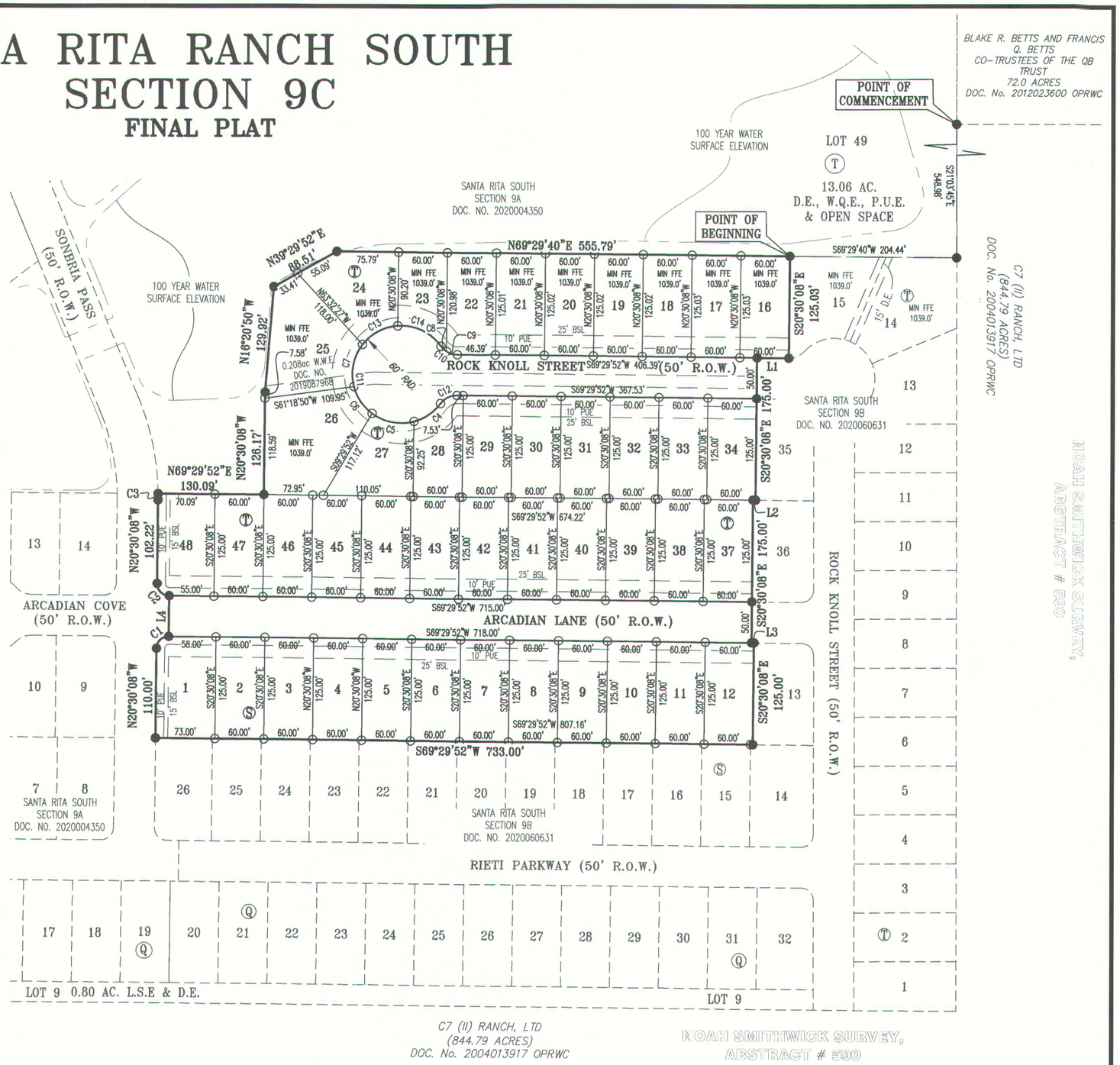
1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19/GEORGETOWN UTILITY SYSTEMS.
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19/CITY OF LIBERTY HILL.
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

1. 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 PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

LINEAR FOOTAGE OF STREETS

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
ARCADIAN LANE	715'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
ROCK KNOLL STREET	436'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
TOTAL	1,151'					



BENCHMARK:
#1 - "X" FOUND
EAST CORNER OF LOT 18, BLK "G"
SANTA RITA SOUTH SECTION 7A
DOCUMENT NO. 2018065425
N. 10209683.58
E. 3077691.27
ELEV.= 1059.12'

BENCHMARK:
#2 - MAG NAIL SET W/WASHER ON TOP OF CURB
SOUTH END OF SANTA RITA BOULEVARD
N. 10208252.99
E. 3079325.16
ELEV.= 1068.26'

TOTAL ACREAGE: 9.219 ACRES
SURVEY: NOAH SMITHWICK SURVEY, ABSTRACT NO. 590

F.E.M.A. MAP NO. 48491C 0275E
WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

DEVELOPER:
MIDDLEBROOK, LTD.,
A TEXAS LIMITED PARTNERSHIP
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone

DATE: OCTOBER 9, 2020

OWNER:
MIDDLEBROOK, LTD.,
A TEXAS LIMITED PARTNERSHIP
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

TOTAL OF LOTS:	43
NO. OF SINGLE FAMILY LOTS:	43

SHEET NO. 1 OF 2

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH-J:\AC3D\5146\SURVEY\PLAT - SANTA RITA SOUTH SEC 9C.DWG

SANTA RITA RANCH SOUTH
SECTION 9C
FINAL PLAT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, JAMES EDWARD HORNE, VICE PRESIDENT, MIDDLEBROOKE, LTD., OWNER OF A CALLED 68.737 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 2019016017, A CALLED 16.292 ACRE TRACT OF LAND, DESCRIBED IN DOCUMENT NO. 2019011936, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF AND A PART OF THE NOAH SMITHWICK SURVEY, ABSTRACT 590, SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS:

"SANTA RITA RANCH SOUTH SECTION 9C"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 13 DAY OF October, 20 20.

MIDDLEBROOK, LTD., A TEXAS LIMITED PARTNERSHIP

BY: MIDDLEBROOK, GP, LLC, A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: MREM TEXAS MANAGER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

BY: _____
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS:

COUNTY OF WILLIAMSON:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MR. JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 13th DAY OF Oct, 2020, A.D.

_____
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

PATRICIA A MELTON
Notary ID #2653505
My Commission Expires
May 25, 2024

FIELD NOTES

BEING ALL OF THAT CERTAIN 9.219 ACRE TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE NOAH SMITHWICK SURVEY, ABSTRACT NUMBER 590, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 68.737 ACRE TRACT OF LAND CONVEYED TO MIDDLEBROOK, LTD., IN DOCUMENT NUMBER 2019016017, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF A CALLED 16.292 ACRE TRACT OF LAND CONVEYED TO MIDDLEBROOK, LTD., IN DOCUMENT NUMBER 2019011936, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 9.219 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, AT A 1/2 INCH IRON ROD FOUND AT A NORTHERLY WEST CORNER OF A CALLED 844.79 ACRE TRACT OF LAND CONVEYED TO C7 (II) RANCH, LTD. IN DOCUMENT NUMBER 2004013917, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING AT AN INTERIOR CORNER OF LOT 49, BLOCK T, SANTA RITA SOUTH, SECTION 9A, AS RECORDED IN DOCUMENT NUMBER 2020004350, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE POINT OF COMMENCEMENT OF THE HEREIN DESCRIBED TRACT,

THENCE, S21°03'45"E, A DISTANCE OF 548.98 FEET TO A 1/2 INCH IRON ROD FOUND AT A SOUTHEAST CORNER OF SAID LOT 49, BLOCK T, AND BEING AT THE NORTHERNMOST CORNER OF LOT 14, BLOCK T, SANTA RITA RANCH SOUTH, SECTION 9B, AS RECORDED IN DOCUMENT NUMBER 2020060631, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS,
THENCE, S69°29'40"W, WITH THE SOUTH LINE OF SAID LOT 49, BLOCK T, AND THE NORTH LINE OF LOT 15, BLOCK T, AND SAID LOT 14, BLOCK T, OF SAID SANTA RITA RANCH SOUTH, SECTION 9B, A DISTANCE OF 204.44 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND AT THE WESTERNMOST CORNER OF SAID LOT 15, BLOCK T, FOR THE NORTHERNMOST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE LINE OF SAID SANTA RITA SOUTH, SECTION 9B, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES, NUMBERED 1 THROUGH 8,

1) S20°30'08"E, A DISTANCE OF 125.03 FEET TO A 1/2 INCH IRON ROD FOUND AT THE SOUTHERNMOST CORNER OF SAID LOT 15, BLOCK T, BEING IN THE NORTHWEST LINE OF BRAZOS DE DIOS (50' R.O.W.), FOR A CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,
2) S69°29'52"W, WITH THE NORTHWEST LINE OF SAID BRAZOS DE DIOS, A DISTANCE OF 38.86 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTH TERMINUS OF SAID BRAZOS DE DIOS,
3) S20°30'08"E, WITH THE TERMINUS LINE OF SAID BRAZOS DE DIOS AND THE SOUTHWEST LINE OF LOT 35, BLOCK T, OF SAID SANTA RITA RANCH SOUTH, SECTION 9B A DISTANCE OF 175.00 FEET TO A 1/2 INCH IRON ROD FOUND IN THE NORTHWEST LINE OF LOT 36, BLOCK T, OF SAID SANTA RITA RANCH SOUTH, SECTION 9B,
4) S69°29'52"W, WITH THE NORTHWEST LINE OF SAID LOT 36, BLOCK T, A DISTANCE OF 3.00 FEET TO A 1/2 INCH IRON ROD FOUND AT THE WESTERNMOST CORNER OF SAID LOT 36, BLOCK T,
5) S20°30'08"E, WITH THE SOUTHWEST LINE OF SAID LOT 36 AND THE TERMINUS LINE OF ARCADIAN LANE (50' R.O.W.), A DISTANCE OF 175.00 FEET TO A 1/2 INCH IRON ROD FOUND AT THE SOUTH TERMINUS OF SAID ARCADIAN LANE,
6) N69°29'52"E, WITH THE SOUTHEAST LINE OF ARCADIAN LANE, A DISTANCE OF 3.00 FEET TO A 1/2 INCH IRON ROD FOUND AT THE WESTERNMOST CORNER OF LOT 13, BLOCK S, OF SAID SANTA RITA RANCH SOUTH, SECTION 9B,
7) S20°30'08"E, WITH THE SOUTHWEST LINE OF SAID LOT 13, BLOCK S, A DISTANCE OF 125.00 FEET TO A 1/2 INCH IRON ROD FOUND AT THE SOUTHERNMOST CORNER OF SAID LOT 13, BLOCK S, BEING IN THE NORTHWEST LINE OF LOT 14, BLOCK S, OF SAID SANTA RITA RANCH SOUTH, SECTION 9B, FOR THE EASTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, AND
8) S69°29'52"W, WITH A NORTHWEST LINE OF SAID SANTA RITA RANCH SOUTH, SECTION 9B, A DISTANCE OF 733.00 FEET TO A 1/2 INCH IRON ROD FOUND AT THE WESTERNMOST CORNER OF LOT 26, BLOCK S, OF SAID SANTA RITA RANCH SOUTH, SECTION 9B, BEING IN THE NORTHEAST LINE OF SONBRIA PASS, SAME BEING IN THE NORTHEAST LINE OF SAID SANTA RITA RANCH SOUTH, SECTION 9A, FOR THE SOUTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH A SOUTHEAST LINE OF SAID SANTA RITA RANCH SOUTH, SECTION 9A, THE FOLLOWING SIX (6) COURSES AND DISTANCES, NUMBERED 1 THROUGH 6,

1) N20°30'08"W, A DISTANCE OF 110.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT AT THE INTERSECTION OF SAID SONBRIA PASS AND SAID ARCADIAN LANE,
2) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AND ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS N24°29'52"E, A DISTANCE OF 21.21 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER AT A SOUTH TERMINUS OF SAID ARCADIAN LANE,
3) N20°30'08"W, WITH THE TERMINUS LINE OF SAID ARCADIAN LANE, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT, BEING AT THE INTERSECTION OF SAID ARCADIAN LANE AND SAID SONBRIA PASS,
4) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AND ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS N65°30'08"W, A DISTANCE OF 21.21 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE NORTHEAST LINE OF SAID SONBRIA PASS,
5) N20°30'08"W, WITH THE NORTHEAST LINE OF SAID SONBRIA PASS, A DISTANCE OF 102.22 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT, AND
6) ALONG SAID CURVE TO THE LEFT AND SAID SONBRIA PASS, HAVING A RADIUS OF 325.00 FEET, AN ARC LENGTH OF 7.79 FEET, AND A CHORD THAT BEARS N21°11'18"W, A DISTANCE OF 7.79 FEET TO A 1/2 INCH IRON ROD FOUND AT THE SOUTHERNMOST CORNER OF SAID LOT 49, BLOCK T, FOR THE WESTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE LINE OF SAID LOT 49, BLOCK T, THE FOLLOWING FIVE (5) COURSES AND DISTANCES, NUMBERED 1 THROUGH 5,

1) N69°29'52"E, A DISTANCE OF 130.09 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
2) N20°30'08"W, A DISTANCE OF 126.17 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
3) N16°20'50"W, A DISTANCE OF 129.92 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
4) N39°29'52"E, A DISTANCE OF 88.51 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, AND
5) N69°29'40"E, A DISTANCE OF 555.79 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.219 ACRES OF LAND.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE HOLDER OF TWO DEED OF TRUST LIENS DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013102996 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009176 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVENT DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: _____

PRINTED NAME: Jason Rangel

TITLE: VICE PRESIDENT

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 15 DAY OF October, A.D., 2020.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Grace Marie Jared

MY COMMISSION EXPIRES: 03/23/24

GRACE MARIE JARED
Notary Public, State of Texas
Commission Expires 03-23-2024
Notary ID 132413510

STATE OF TEXAS:

COUNTY OF TRAVIS:

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C-0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: _____ 10/16/2020
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: _____ 16 OCT 2020
AARON V. THOMASON, R.P.L.S. NO. 6214 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

_____ 10.14.2020
DAVID J. STALLWORTH, AICP DATE
CITY OF LIBERTY HILL, TEXAS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 21st DAY OF October, 2020 A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

I, BILL GRAVEL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____ _____
BILL GRAVELL, JR, COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF _____, 20___, A.D., AT _____ O'CLOCK, ___.M., AND DULY RECORDED THIS THE _____ DAY OF _____, 20___, A.D., AT _____ O'CLOCK, __.M., IN THE PLAT RECORDS OF SAID COUNTY IN DOCUMENT NUMBER

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO. 2 OF 2

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH-J:\AC3D\5146\SURVEY\PLAT - SANTA RITA SOUTH SEC 9C.DWG

Commissioners Court - Regular Session **44.**

Meeting Date: 11/03/2020

Presentation of Award to Williamson County Master Gardener Association

Submitted By: Katherine Whitney, Extension Service

Department: Extension Service

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear a presentation of awards for the Williamson County Master Gardener Association by the President of the Texas Master Gardener Association.

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	10/15/2020 10:32 AM
Form Started By: Katherine Whitney		Started On: 10/15/2020 09:54 AM
Final Approval Date: 10/15/2020		

Commissioners Court - Regular Session **45.**

Meeting Date: 11/03/2020

Jail to Jobs

Submitted For: Valerie Covey **Submitted By:** Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an agreement with Nineveh Ministries, Inc. d/b/a Jail to Jobs to provide animal support services to the Williamson County Regional Animal Shelter.

Background

Jail to Jobs will provide services as an independent contractor and supply one supervisor and up to three participants five day a week from 8:00 am to 3:00 pm. All participants will be vetted to ensure that no participants have been convicted of any crime consisting of sexual crimes, and/or animal cruelty crimes.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/29/2020 01:22 PM
County Judge Exec Asst.	Andrea Schiele	10/30/2020 08:17 AM
Form Started By: Rachel Rull		Started On: 10/29/2020 10:45 AM
Final Approval Date: 10/30/2020		

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT BETWEEN WILLIAMSON COUNTY, TEXAS AND NINEVEH MINISTRIES D/B/A JAIL TO JOBS FOR SUPPORT OF ANIMAL SHELTER OPERATIONS

THIS INTERLOCAL is made and entered into by and between **Williamson County, Texas** (hereinafter "The County," "Williamson County," or "Williamson County Animal Shelter"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Nineveh Ministries, Inc. d/b/a Jail to Jobs** (hereinafter "Services Provider"), a Texas non-profit corporation operating in the State of Texas with an address located at 5 Indian Meadows Dr., Round Rock, TX 78665.

I.

No Agency Relationship: It is understood and agreed that Services Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Services Provider hold itself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Services 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.

II.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. This services contract; and

B. Any required insurance certificates evidencing required coverages.

III.

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

Services Provider Responsibilities:

a. Services Provider will supply one (1) supervisor and up to three (3) participants five (5) days a week from 8:00 am to 3:00 pm, with a thirty (30) minute lunch from 12:30pm to 1:00pm.
b. All participants will be vetted to ensure that no participant will have been convicted of any crime consisting of: sexual crimes, and/or animal cruelty crimes.
c. The supervisor will ensure the quality of work as well as the behavior of the participants while at the Williamson County Animal Shelter.
d. Services Provider will ensure all participants are legally allowed to work in Texas and the United States as per all federal rules and regulations.
e. Services Provider will maintain workman's comp insurance on the supervisor and all participants
f. Services Provider will keep accurate timesheets on all subcontracted youth and supervisor and shall attach the appropriate timesheets to each subcontracting invoice submitted.
g. Services Provider will obtain necessary approvals from guardians of any juveniles who are participants in the program, including but not limited to necessary general liability release(s) or indemnification form(s).
h. Timely notify Williamson County of any changes in staffing and obtain pre-clearance for same.
i. Services Provider will ensure all Social Distancing and COVID-19 health standards are maintained as per the Williamson County Animal Shelter regulations.

The Williamson County Animal Shelter Responsibilities:

a. The Williamson County Animal Shelter will acquire and distribute the funds necessary to fulfill the terms and conditions of this Agreement.
b. The Animal Shelter will provide adequate training to the Services Provider supervisor relevant to its operations and this Agreement.
c. The Animal Shelter will schedule work needed to be accomplished each day for the participants and the supervisor.
d. The Animal Shelter will provide opportunities for the participants to learn and participate in training animals.
e. The Animal Shelter will communicate to the on-site supervisor if there are any participants who are not performing up to acceptable standards.
f. The Animal Shelter will communicate to the Services Provider Director if the supervisor is not performing to acceptable standards.

IV.

INDEMNIFICATION - EMPLOYEE OR PARTICIPANT PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES 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 OR PARTICIPANT OF THE SERVICES 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. SERVICES 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, SERVICES 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 SERVICES 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.

V.

Consideration and Compensation: Services Provider will be compensated based on a rate of $16.00 per hour for one (1) Services Provider supervisor and $11.00 per hour for up to three (3) Services Provider participants. The weekly work period will be Monday - Friday from 8:00 am to 3:00 pm, with a thirty (30) minute lunch from 12:30pm to 1:00pm. **The maximum not-to-exceed amount of compensation to be paid under this Agreement shall be $19,110.00.**

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall

accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Insurance: Services 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/Participant
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

Services 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, Services Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VII.

Term: This agreement shall commence on the date Service Provider commences services and continue thereafter for twelve (12) weeks, unless otherwise extended by written amendment executed by both parties.

VIII.

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.**

IX.

No Assignment: This agreement may not be assigned.

X.

Confidentiality: Services 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.

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.

XII.

Good Faith: The Parties agree to act in good faith in the performance of this agreement.

XIII.

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

XIV.

Venue and Applicable Law: Venue of this agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XV.

1.1. **Notices:** The Parties designate the following persons for receipt of notice:

If to Williamson County:
Name: Hon. Bill Gravell (or successor)
Title: County Judge
Address: Williamson County
710 Main Street
Georgetown, TX 78626
Phone: (512) 943-1550

If to Services Provider:
Title: Director or Authorized Representative
Address: Jail to Jobs
5 Indian Meadows Dr.
Round Rock, TX 78665
Phone: (737) 234-5627

The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

XVI.

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.

XVII.

Right to Audit: The Services 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 The Services Provider which are directly pertinent to the services to be performed under this

Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Services Provider agrees that The County shall have access during normal working hours to all necessary The County facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give The Services Provider reasonable advance written notice of intended audits, which will be at the County's discretion.

XVIII.

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

AGREED AND APPROVED;

WILLIAMSON COUNTY

By: _____ **Date:** _____

Hon. Bill Gravell
County Judge

SERVICES PROVIDER

NINEVEH MINISTRIES, INC. D/B/A JAIL TO JOBS

By: _____ **Date:** 10/29/20

Printed Name: Eddie Franz

Title: Director - Jail To Jobs

Commissioners Court - Regular Session **47.**

Meeting Date: 11/03/2020

Breast Cancer Screening Delays due to COVID

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on funding COVID-19 Relief for Breast Cancer Screenings and related postponed healthcare through Williamson County CARES or CDBG CARES funding.

Background

Lone Star Circle of Care is an FQHC in Williamson County that provides the lion's share of primary care and integrated behavioral health services to low-income/vulnerable county residents. As such, it functions in a public health capacity. COVID-19 has significantly disrupted patient utilization patterns at a time when experts say that preventative services are essential to mitigating the impact of COVID-19 (e.g., ongoing immunizations, flu shots, etc.). Furthermore, behavioral health needs in Williamson County's vulnerable population are spiking due to ongoing stressors caused by COVID-19 (anxiety, depression, job loss, etc.). Finally, critical preventative services such as mammograms are being delayed and treatment, which will lead to an inevitable and unacceptable rise in late stage diagnoses with attendant years of potential life lost.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Budget

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/29/2020 11:42 AM
Form Started By: Kathy Pierce		Started On: 10/29/2020 10:59 AM
Final Approval Date: 10/29/2020		

CDBG Applicant: Lone Star Circle of Care (LSCC)
Funding Source: Williamson County CDBG CARES Act
Date: Tuesday, October 27, 2020
Funding Purpose: COVID-19 Relief for Breast Cancer Screenings & Related Postpones Healthcare

Note: LSCC will pay external vendors/providers for services

			Inflation/Pricing Adj	2%	2%		
Item Description	**Vendor**	**Cost per Service 2020**	**Cost per Service 2021**	**Cost per Service 2022**		**Number of Wilco Residents Served in 2020**	**Number of Wilco Residents Served in 2021**
Mobile Mammography with new 3-D imaging provided in Big Pink Bus	LSCC		$ 270.03	$ 212.94		0	200
Diagnostic Mammograms	ARA	$ 173.00	$ 176.00	$ 180.00		5	32
Diagnostic Ultrasounds	ARA	$ 110.00	$ 112.00	$ 114.00		1	4
Diagnostic Biopsies	ARA	$ 704.00	$ 718.00	$ 732.00		1	4
Cancer Treatment Package Costs - Early Stage Diagnoses	Various Care Providers	$ 35,958.00	$ 36,677.00	$ 37,411.00		0	3
Cancer Treatment Package Costs - Late Stage Diagnoses	Various Care Providers	$ 68,029.00	$ 69,390.00	$ 70,778.00		0	2
Total Screenings, Diagnostics, & Cancer Treatment							
Primary Care Visits - Family Medicine	LSCC	$ 160.00	$ 163.00	$ 166.00		100	326
Behavioral/Mental Health Visits	LSCC	$ 110.00	$ 112.00	$ 114.00		100	325
Total Primary Care & Behavioral Health Services							
TOTAL DIRECT SERVICES							
Administrative/Operating Costs (10% of Direct Costs)	LSCC						
TOTAL CDBG CARES Fund from Wilco							

*Cost per mammogram is higher in 2021, since it will be the first year of operations (ramping).

Eligibility: Williamson County residents with legal citizenship at or below 250% of the Federal Poverty Level.

**Used estimated Medicaid rates for service costs for ARA

*** Excludes indirect support/overhead and pharmacy.

Number of Wilco Residents Served in 2022	TOTAL Served	TOTAL COST	
300	500	$ 117,888.00	*
47	84	$ 14,957.00	**
5	10	$ 1,128.00	**
5	10	$ 7,236.00	**
4	7	$ 259,675.00	
2	4	$ 280,336.00	
		$ 681,220.00	
200	626	$ 102,338.00	***
200	625	$ 70,200.00	***
		$ 172,538.00	
		$ 853,758.00	
		$ 85,268.00	
		$ 939,026.00	

Commissioners Court - Regular Session **48.**

Meeting Date: 11/03/2020

Agenda Process

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Williamson County Commissioners Court agenda request process.

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	10/29/2020 10:56 AM
Form Started By: Kathy Pierce		Started On: 10/29/2020 09:02 AM
Final Approval Date: 10/29/2020		

Commissioners Court - Regular Session **49.**

Meeting Date: 11/03/2020

vacation accruals

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

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on extending the vacation cap increase from Dec. 31, 2020 to June 30, 2021.

Background

On March 18th 2020, the Commissioners Court approved increasing the vacation cap from 160 hours to 240 hours, due to the COVID-19 response. This extension is set to expire on Dec. 31, 2020.

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	10/28/2020 11:52 AM

Form Started By: Rebecca Clemons Started On: 10/28/2020 10:26 AM

Final Approval Date: 10/28/2020

Commissioners Court - Regular Session **50.**

Meeting Date: 11/03/2020

Trauma Focused Equine-Therapy Grant Extension for Juvenile Services

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on grant extension request for Trauma Focused Equine-Therapy Program provided by Juvenile Services.

Background

Juvenile Services was awarded $65,000 through the Office of the Governor-Criminal Justice Division for FY20 to operate a Trauma Focused Equine-Therapy grant program. Due to Covid19, the department had a difficult time expending all the funds during the FY20 grant period. The department discontinued the program for several months to ensure the safety of the youth, staff, and contractors. The program is in operation again, but with individual and family groups rather than the larger residential groups we had originally anticipated. This has resulted the department not expending the funds as quickly as planned. The department did request a three-month extension, which was approved through December 2020. However, we still have remaining funds and would like to request an additional three-month extension through March 2021. The department has been in count with the Office of the Governor, and they have indicated they would be willing to approve the additional extension, once approved by the court.

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	10/21/2020 04:03 PM
Form Started By: John Pelczar		Started On: 10/21/2020 02:58 PM
Final Approval Date: 10/21/2020		

Commissioners Court - Regular Session **51.**

Meeting Date: 11/03/2020

CV-3 Replacement

Submitted By: Michael Shoe, Emergency Management

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider replacement of CV-3 due to age of the vehicle.

Background

CV-3 has been identified for replacement due to the age of the vehicle. Emergency Management would like to discuss replacement of the vehicle with a platform best suited for the needs of the county and region.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CV-3 Replacement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/28/2020 11:55 AM
Form Started By: Michael Shoe		Started On: 10/28/2020 09:50 AM
Final Approval Date: 10/28/2020		

CV-3 Replacement

Michael Shoe

Director of Emergency Management

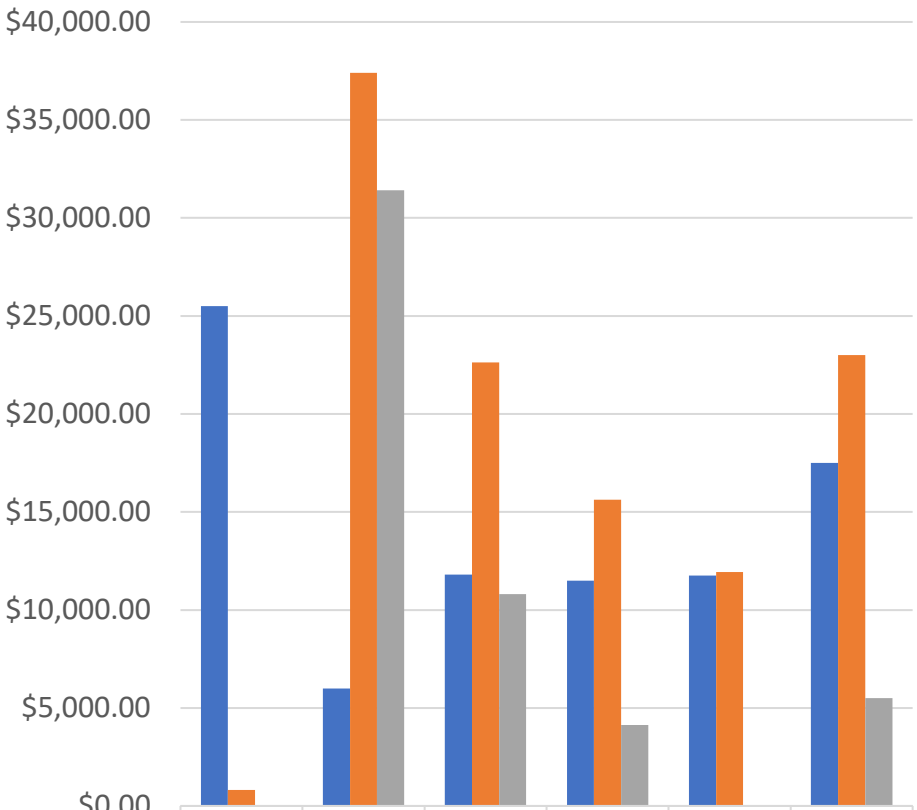
CV-3 Replacement

CV-3 was identified for replacement by Fleet Services. CV-3 was purchased with grant and cost matching in 2009. Three command vehicles were ultimately purchased to cover the CAPCOG 10-county region. Hays and Travis County were selected to own and maintain command vehicles. Funding was provided by:

- State of Texas
- CAPCOG
- CATRAC
- WCFCA

CV-3 was last upfitted with radio, audio, and visual capabilities beginning in 2018 and completed in 2019.

CV-3 Replacement



	FY15	FY16	FY17	FY18	FY19	FY20
Allocated	25,500	6,000	11,810	11,500	11,750	17,500
Actuals	818	37,400	22,625	15,631	11,938	23,000
Variance	0	31,400	10,815	4,131	0	5,500

CV-3 Replacement

Discussions have begun with CAPCOG, CATRAC, and WCFCA to determine and deliver an appropriate command system that supports the current and futures needs of the county and region.

Cost effectiveness for maintenance and the ability to upgrade only needed systems are the priorities.

Input from stakeholders will drive the operational capabilities for what is needed vs what is excess and not used.

Thank You!

For More Information

For more information about this presentation, contact Michael Shoe, Director of Emergency Management, at michael.shoe@wilco.org.

Commissioners Court - Regular Session **52.**

Meeting Date: 11/03/2020

Williamson County DWI/Drug Court Enhancement Grant Award

Submitted By: Joell Guzman, County Court At Law #2

Department: County Court At Law #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a resolution authorizing a Department of Justice, Office of Justice Programs, grant application award in the amount of $228,282.00 for the DWI/Drug Court Program enhancements for Award Number 2020-MU-BX-0103.

Background

The mission of the misdemeanor Williamson County DWI/Drug Court Program (DDCP) is to enhance public safety by providing supervision and treatment to offenders through a judicially supervised, therapeutic Court that ensures accountability and recovery. The Honorable Laura Barker has implemented program improvements that have resulted in greater efficiencies in the program and life-changing transformations in the lives of those that participate. Grant funds will improve the quality and intensity of program services and expand treatment capacity. Grant funding approval will allow the DDCP to create a new track for high risk/low needs participants that could previously not receive the appropriate treatment and monitoring.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DDCP Grant Award

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/29/2020 09:08 AM
Form Started By: Joell Guzman		Started On: 10/29/2020 08:41 AM
Final Approval Date: 10/29/2020		

Department of Justice (DOJ)

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

The Honorable Bill Gravell
County of Williamson
710 S. Main Street Ste. 303
Georgetown, TX 78626-5701

Dear Judge Gravell:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by County of Williamson for an award under the OJP funding opportunity entitled "Adult Drug Court and Veterans Treatment Courts: Adult Drug Courts." The approved award amount is $228,282. These funds are for the project entitled Williamson County DWI/Drug Court Enhancement.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should County of Williamson accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact NiKisha Love, Program Manager at (202) 616-8241; and

- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.

Department of Justice (DOJ)
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

The Honorable Bill Gravell
County of Williamson
710 S. Main Street Ste. 303
Georgetown, TX 78626-5701

Dear Judge Gravell:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

County of Williamson
710 S. Main Street Ste. 303
Georgetown, TX 78626-5701

4. AWARD NUMBER: 2020-MU-BX-0103

5. PROJECT PERIOD: FROM 10/01/2020 TO 09/30/2023

BUDGET PERIOD: FROM 10/01/2020 TO 09/30/2023

6. AWARD DATE

7. ACTION
Initial

2a. GRANTEE IRS/VENDOR NO.
746001400

8. SUPPLEMENT NUMBER
00

2b. GRANTEE DUNS NO.
076930049

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
Williamson County DWI/Drug Court Enhancement

10. AMOUNT OF THIS AWARD $ 228,282

11. TOTAL AWARD $ 228,282

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY20(BJA - Drug Courts and VTC) 34 USC 10611; Pub. L. No. 116-93, 133 Stat 2317, 2409

14 . CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.585 - Drug Court Discretionary Grant Program

15. METHOD OF PAYMENT

GPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan

Principal Deputy Assistant Attorney General

17. SIGNATURE OF APPROVING OFFICIAL

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Bill Gravell
County Judge

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DC	80	00	00		114141
X	B	VC	80	00	00	00	114141

21. VMUUGT2858

PROJECT NUMBER 2020-MU-BX-0103 AWARD DATE

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

   The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

   Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

   By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

   Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

   Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

   Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

   Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

   In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

   A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

   The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

   A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

   If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

SPECIAL CONDITIONS

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or

SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

SPECIAL CONDITIONS

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

SPECIAL CONDITIONS

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2020-MU-BX-0103 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

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32. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

33. Verification and updating of recipient contact information

    The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

34. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

35. Justification of consultant rate

    Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

36. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (https://grants.ojp.usdoj.gov), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (https://bjapmt.ojp.gov/). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

37. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

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38. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

39. Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. §§ 801-904.

40. All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professional's (NADCP) publication: Defining Drug Courts: The Key Components at https://www.ncjrs.gov/pdffiles1/bja/205621.pdf. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.

41. The recipient agrees to submit to BJA, by the termination of the award period, an electronic copy of the final evaluation report. The final evaluation report must be submitted to BJA as a "Special Report," via the OJP Grants Management System Progress Reports Module.

42. The recipient understands and agrees that no award or matching funds may be used to provide services for violent offenders as defined in 42 U.S.C. 3797u-2, a "violent offender" means a person who—(1) is charged with or convicted of an offense that is punishable by a term of imprisonment exceeding one year, during the course of which offense or conduct— (A) the person carried, possessed, or used a firearm or dangerous weapon; (B) there occurred the death of or serious bodily injury to any person; or (C) there occurred the use of force against the person of another, without regard to whether any of the circumstances described in subparagraph (A) or (B) is an element of the offense or conduct of which or for which the person is charged or convicted; or (2) has 1 or more prior convictions for a felony crime of violence involving the use or attempted use of force against a person with the intent to cause death or serious bodily harm.

43. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

PROJECT NUMBER 2020-MU-BX-0103 AWARD DATE

SPECIAL CONDITIONS

44. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for County of Williamson

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

(1) New construction.
(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
(3) A renovation that will change the basic prior use of a facility or significantly change its size.
(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
(5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Department of Justice (DOJ)
Office of Justice Programs

Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2020-MU-BX-0103

This project is supported under FY20(BJA - Drug Courts and VTC) 34 USC 10611; Pub. L. No. 116-93, 133 Stat 2317, 2409

1. STAFF CONTACT (Name & telephone number)

NiKisha Love
(202) 616-8241

2. PROJECT DIRECTOR (Name, address & telephone number)

Jo-Ell Guzman
Court Coordinator
710 S Main Street #301
Georgetown, TX 78626
(512) 943-1568

3a. TITLE OF THE PROGRAM

Adult Drug Court and Veterans Treatment Courts: Adult Drug Courts

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

00

4. TITLE OF PROJECT

Williamson County DWI/Drug Court Enhancement

5. NAME & ADDRESS OF GRANTEE

County of Williamson
710 S. Main Street Ste. 303
Georgetown, TX 78626-5701

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2020 TO: 09/30/2023

8. BUDGET PERIOD

FROM: 10/01/2020 TO: 09/30/2023

9. AMOUNT OF AWARD

$ 228,282

10. DATE OF AWARD

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Bureau of Justice Assistance (BJA) FY20 Adult Drug Court (ADC) and Veterans Treatment Court (VTC) Discretionary Grant Program provides financial and technical assistance to states, state courts, local courts, units of local government, and federally recognized Indian tribal governments to implement and enhance the operations of adult drug courts and veterans treatment courts. BJA's ADC/VTC Program supports efforts by state, local, and tribal courts to address the needs of individuals in the criminal justice system with substance abuse issues. The focus is to reduce opioid, stimulant, and substance abuse. BJA allows award recipients to implement or enhance the most appropriate drug court model to accommodate the needs and available resources of their jurisdictions, so long as the model conforms to the 10 key components and the evidence-based program principles in the nationally-recognized drug court standards.

The grant recipient has an operational adult drug court or is ready to fully implement a drug court. Funding will be used to launch a drug court; scale up the drug court program's capacity; provide access to or enhance treatment capacity or other critical support services; enhance court operations; expand or enhance court

services; or improve the quality and/or intensity of services based on needs assessments. CA/NCF

Commissioners Court - Regular Session **53.**

Meeting Date: 11/03/2020

Williamson County Veterans Treatment Court Enhancement Grant Award

Submitted By: Joell Guzman, County Court At Law #2

Department: County Court At Law #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a resolution authorizing a Department of Justice, Office of Justice Programs, grant application award in the amount of $241,370.00 for the Williamson County Veterans Treatment Court enhancements for Award Number 2020-VC-BX-0093.

Background

The Honorable Laura Barker has implemented program improvements that have resulted in greater efficiencies in the program and life-changing transformations in the lives of Veterans who participate. Grant funds will be utilized to improve the quality and intensity of program services and expand treatment capacity. Grant funding approval will allow the Williamson County Veterans Treatment Court to create a new track for Low Risk/High Needs participants that could previously not receive the appropriate treatment and monitoring.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BOJ-WCVTC Grant Award

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/29/2020 09:42 AM
Form Started By: Joell Guzman		Started On: 10/29/2020 09:16 AM
Final Approval Date: 10/29/2020		

Department of Justice (DOJ)

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

The Honorable Bill Gravell
County of Williamson
710 S. Main Street, Ste. 301
Georgetown, TX 78626-5701

Dear Judge Gravell:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by County of Williamson for an award under the OJP funding opportunity entitled "Adult Drug Court and Veterans Treatment Courts: Veterans Treatment Courts." The approved award amount is $241,370. These funds are for the project entitled Williamson County Veterans Treatment Courts Enhancement.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should County of Williamson accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact NiKisha Love, Program Manager at (202) 616-8241; and

- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.

Department of Justice (DOJ)
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

The Honorable Bill Gravell
County of Williamson
710 S. Main Street, Ste. 301
Georgetown, TX 78626-5701

Dear Judge Gravell:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

County of Williamson
710 S. Main Street, Ste. 301
Georgetown, TX 78626-5701

4. AWARD NUMBER: 2020-VC-BX-0093

5. PROJECT PERIOD: FROM 10/01/2020 TO 09/30/2023

BUDGET PERIOD: FROM 10/01/2020 TO 09/30/2023

6. AWARD DATE

7. ACTION
Initial

2a. GRANTEE IRS/VENDOR NO.
746001400

8. SUPPLEMENT NUMBER
00

2b. GRANTEE DUNS NO.
076930049

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
Williamson County Veterans Treatment Courts Enhancement

10. AMOUNT OF THIS AWARD $ 241,370

11. TOTAL AWARD $ 241,370

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY20(BJA - Veterans Treatment Courts) Pub. L. No. 116-93, 133 Stat 2317, 2409

14 . CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.585 - Drug Court Discretionary Grant Program

15. METHOD OF PAYMENT

GPRS

[redacted] AGENCY APPROVAL [redacted]

[redacted] GRANTEE ACCEPTANCE [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan

Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Bill Gravell
County Judge

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	VC	80	00	00		241370

21. VVCUGT2904

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

PROJECT NUMBER 2020-VC-BX-0093 AWARD DATE

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

   The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

   Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

   By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

   Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

   Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

   Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

PROJECT NUMBER 2020-VC-BX-0093 AWARD DATE

SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

   Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

   In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

   A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

   The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

   A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

   If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

PROJECT NUMBER 2020-VC-BX-0093 AWARD DATE

SPECIAL CONDITIONS

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

SPECIAL CONDITIONS

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

SPECIAL CONDITIONS

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

SPECIAL CONDITIONS

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

SPECIAL CONDITIONS

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

SPECIAL CONDITIONS

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2020-VC-BX-0093 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

32. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

SPECIAL CONDITIONS

33. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

34. Justification of consultant rate

    Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

35. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (https://grants.ojp.usdoj.gov), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (https://bjapmt.ojp.gov/). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

36. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

37. FFATA reporting: Subawards and executive compensation

    The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

    This condition, including its reporting requirement, does not apply to-- (1) an award of less than $25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

38. Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. §§ 801-904.

PROJECT NUMBER 2020-VC-BX-0093 AWARD DATE

SPECIAL CONDITIONS

39. All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professional's (NADCP) publication: Defining Drug Courts: The Key Components at https://www.ncjrs.gov/pdffiles1/bja/205621.pdf. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.

40. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

41. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for County of Williamson

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

(1) New construction.
(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
(3) A renovation that will change the basic prior use of a facility or significantly change its size.
(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
(5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Department of Justice (DOJ)
Office of Justice Programs

Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2020-VC-BX-0093

This project is supported under FY20(BJA - Veterans Treatment Courts) Pub. L. No. 116-93, 133 Stat 2317, 2409

1. STAFF CONTACT (Name & telephone number)

NiKisha Love
(202) 616-8241

2. PROJECT DIRECTOR (Name, address & telephone number)

JoEll Guzman
Court Coordinator
710 S Main Street #301
Georgetown, TX 78626
(512) 943-1568

3a. TITLE OF THE PROGRAM

Adult Drug Court and Veterans Treatment Courts: Veterans Treatment Courts

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Williamson County Veterans Treatment Courts Enhancement

5. NAME & ADDRESS OF GRANTEE

County of Williamson
710 S. Main Street, Ste. 301
Georgetown, TX 78626-5701

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2020 TO: 09/30/2023

8. BUDGET PERIOD

FROM: 10/01/2020 TO: 09/30/2023

9. AMOUNT OF AWARD

$ 241,370

10. DATE OF AWARD

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Bureau of Justice Assistance (BJA) FY20 Adult Drug Court (ADC) and Veterans Treatment Court (VTC) Discretionary Grant Program provides financial and technical assistance to states, state courts, local courts, units of local government, and federally recognized Indian tribal governments to implement and enhance the operations of adult drug courts and veterans treatment courts. BJA's ADC/VTC Program supports efforts by state, local, and tribal courts to address the needs of individuals in the criminal justice system with substance abuse issues. The focus is to reduce opioid, stimulant, and substance abuse. BJA allows award recipients to implement or enhance the most appropriate drug court model to accommodate the needs and available resources of their jurisdictions, so long as the model conforms to the 10 key components and the evidence-based program principles in the nationally-recognized drug court standards.

The grant recipient has an operational Veterans Treatment Court serving its jurisdiction that conforms to the 10 key components, and it will be using BJA funds to enhance specific elements of the court. Funding will be used to scale up the veterans treatment court program's capacity; provide access to or enhance treatment

capacity or other critical support services; enhance court operations; expand or enhance court services; or improve the quality and/or intensity of services based on needs assessments. CA/NCF

Commissioners Court - Regular Session **54.**

Meeting Date: 11/03/2020

Budget Amendment for the Sheriff's Office

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Two new Sheriff's Office vehicles were delivered by the outfitting company (who is paid by Holiday) and vehicles were subsequently not outfitted correctly and, therefore, sent back. As a result, the Auditor's Office cannot pay for the invoice out of the old year (FY20) nor process payment until the vehicle has been outfitted correctly, delivered back to the county and put into service.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100-0560-005700	SO/Vehicles	$101,737.30

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/16/2020 02:00 PM
Form Started By: Ashlie Koenig		Started On: 10/16/2020 01:42 PM
Final Approval Date: 10/16/2020		

32088
ER

scanned to AP 10/1 pb

INVOICE

Holiday Chevrolet
PO Box 707
Whitesboro, TX 76273
903-564-1500

Date - 9/28/2020
Invoice No. 20710
Deal No.

Invoice Total	$101,737.30
Invoice Total To Be Paid Before	10/28/2020
Total If Paid After Due Date	$103,263.36

Additional Interest For each 30 Day Period

Sold To -
Williamson County
710 S. Main St.
Georgetown, TX 78626

P.O. 175077
Item

2020 Chevrolet Tahoe VIN# 1GNLCDEC6LR298253	$50,868.65
2020 Chevrolet Tahoe VIN# 1GNLCDEC3LR297660	$50,868.65
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00

APPROVED FOR PAYMENT

Name/Date: T Ryk
Line Item: 0100.0560.5700
Amount: $101,737.30
PO #: 175077 FY20

OCT - 1 2020

Total Due $101,737.30

s/s
PO 175077, —, Vin# 98253, 97660, SHF

Received By_____ Date_____

Please forward funds to above address. Bank funds transfer information available upon request.

Commissioners Court - Regular Session **55.**

Meeting Date: 11/03/2020

Tele-Justice System Install for Juvenile Probation Center - TIPS 171001

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Data Projections, Inc. for the Tele-Justice System Installation at the Williamson County Juvenile Justice Center Courtrooms, in the amount of $147,018.68, per the terms of TIPS Contract #171001 and authorizing execution of the agreement.

Background

This agreement will provide and integrate new AV equipment into the Williamson County Juvenile Justice Center Courtroom, IDF AV Rack Room and Hallway, adding Tele-Justice capabilities. Department point of contact is Richard Semple. Funding Source is Cares Funding 418P.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum and Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/29/2020 11:37 AM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 11:44 AM
Form Started By: Andrew Portillo		Started On: 10/27/2020 04:26 PM
Final Approval Date: 10/29/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR PURCHASE OF GOODS AND SERVICES DURING COVID-19 OPERATIONS (Federal Emergency Management Agency "FEMA" Requirements)

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

THIS AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and _Data Projections, Inc.(hereinafter "Vendor"). Customer agrees to engage Vendor as an independent Contractor, to assist in providing certain goods or operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

A. Vendor Quote dated 10/15/20;
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.

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.

XX.

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.

XXI.

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: Data Projections, Inc.
_____	Kris Begnaud _____
Authorized Signature	Authorized Signature
Date: _____, 2020	Date: October 15, 2020

DATA PROJECTIONS

WILCO - AV System and Tele-Justice System Install for Juvenile Probation Center - TIPS 171001

Quote # 007598
Version 2

Prepared for:

Williamson County

Don Heflin
don.heflin@wilco.org

DATA
PROJECTIONS

4616 W. Howard Ln
Suite 140
Austin, TX 78728
www.dataprojections.com
512.420.8856

Thursday, October 15, 2020

Williamson County
Don Heflin
,
don.heflin@wilco.org

RE: WILCO - AV System and Tele-Justice System Install for Juvenile Probation Center - TIPS 171001

Dear Don,

Thank you for allowing Data Projections the opportunity to present this solution for the Williamson County.

As a leading audio visual communications design/build firm, Data Projections is uniquely qualified for a project of this scope. Our experience includes solutions for:

- Multipurpose rooms and auditoriums equipped with large-venue audio visual technology solutions
- Videoconferencing systems incorporating control and complete room collaboration, allowing for on-demand decision making and communication among remote locations
- Conference, board rooms and training rooms of all shapes and sizes
- Digital signage implementations across enterprise, university, and district campuses for immediate message distribution
- Operation Center's (NOC's, EOC's, SOC's) audio visual command and control systems
- College and university classrooms, lecture halls and labs
- Individual school classrooms to entire districts
- And many more unique applications

Because we partner with the best technology companies in the industry, we're able to provide a wide range of comprehensive solutions built around the specific needs of our customers, while taking into account the technical, capital and logistical factors involved in each project and solution.

Rapid and effective communication is key to staying ahead of the competition. Better communication leads to better decisions - and better results. How do you maintain consistent communication across your organization as well as external audiences? Data Projections' team of professionals will keep you simply connected.

Kind regards,

Mark Mazac
Account Executive
Austin

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Executive Summary

Scope Introduction
Data Projections is providing this proposal at the request of Williams County for upgrading AV Systems and adding Tele-Justice capabilities and Hallway Overflow displays to Juvenile Courtroom.

-Project Location:
Williamson Juvenile Justice Center
200 Wilco Way
Georgetown, TX 78626

-Onsite Point of Contact:
Don Heflin
Williamson County – IT
Phone: 512-943-1490
Don.heflin@wilco.org

SCOPE OF WORK
Data Projections will provide and integrate new AV equipment into the WILCO Juvenile Justice Center Courtroom, IDF/AV Rack Room and Hallway as summarized below.

Juvenile Justice Center Courtroom–

VIDEO:

- 3 – 86" Displays
  - 2 – L & R Front
  - 1 – Rear for Judge centered on wall
  - DPI and Wilco Facilities to work together mounting displays as they will be on wood paneling walls in the courtroom.
- 24" Annotation Monitor for Witness
  - USB to be routed through NVX for control of Rack Mounted Extron Annotator
  - Monitor will sit on ledge
- Document Camera
  - Location TBD with Wilco
- HDMI input at Prosecution and Defense
  - Edge Mounted Mockett HDMI Pass through with USB Charging and QTY. 2 Power
- Laptop input for Judge at Bench

VIDEO CONFERENCING:

- DPI will provide and Integrate a new Cisco VTC System within the Courtroom to allow for Video Sessions with Remote participants.
- DPI will provide and Install (2) cameras in the Courtroom to capture image of Judge's bench and/or Attorney's

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Executive Summary

Tables area.

- The new Cisco Camera feeds will be routed into the Crestron HD-WP-4K-401-C to allow for multiple Camera layouts via the Crestron Touch Panel in the Courtrooms to be utilized during Video Sessions.
- The control of the new Cisco System will be programmed into the Crestron Touch Panel to allow for calling/answering/camera(s) control in the Courtroom.
- 4x1 Crestron Video Processor HDMI output will feed NVX card and be routed Input 1 on Vaddio AV 2x1 Bridge
    - Vaddio AV Bridge HDMI output will Mirror Input and pass Camera PIP back into NVX to be routed to Cisco Codec Camera Input
- Crestron NVX System will feed Input 2 on Vaddio AV 2x1 Bridge
    - This will be for User sources from Courtroom
    - AV Bridge / Whatever Client wants to call it will be selected on Touch Panel
        User will then be able to Pick Camera Layout as well as if Content from in-room sources are needed to feed AV Bridge
        - Dual Camera Mode, Single Camera Mode (Camera 1 or Camera 2), Dual Camera + Room Source Content, Single Camera + Room Source Content
- USB from AV Bridge will be a selectable input on PC Soft Codec of choosing (Zoom, TEAMS, etc.)
- USB from PC will be extended into Courtroom (Connect to Judge Laptop NVX Unit) with NVX Unit at Judge's Bench in courtroom to host Keyboard and Mouse
- OFE PC for Soft Codec Integration
- Touch 10 will sit on shelf in rack

AUDIO:

- Dante Audio with POE will feed Audio Input/output on AV Bridge
- 8 – Ceiling Speakers
- Biamp Tesira Forte DAN VT
    - VOIP Calls similar to Justice Center capabilities
- 4 – Wireless Gooseneck Microphones
    - Prosecution/Defense
    - Charging station located next to Judge's bench
        Please see pictures for location
- 2 – Wired Gooseneck Microphones
    - Judge and Witness
- 1 – MXA310 for Sidebar at Judge's Bench
- Shure XLR to Dante for Wired Gooseneck signal extension back to AV Rack
- RDL – Dante Headphone Amplifier with volume knob
    - Located at court reporter station
- Assisted Listening Transmitter
    - Located in courtroom
        Location TBD on walkthrough
        Dante connection back to DSP

CONTROL:

- 10" Crestron Touch Panel at Judge's bench

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Executive Summary

- Cisco Touch 10 to be located at rack

Courtroom(s) Overflow Viewing in Hallways: (QTY. 2 Locations)

VIDEO:

- DPI will utilize the Cisco Cameras in each Courtroom to capture Judge's bench and/or Attorney's Tables area and send video to Hallways Display. During the VTC call, the Hallway camera feed will mirror the Camera feed in the call.
- DPI will install (1) new 55" Displays on flat-tilt wall mount in Hallway outside each Courtroom
- The control of the Cisco Camera and display will be programmed into the existing Crestron Touch Panel.

AUDIO:

- Speaker bar below each display

IDF/AV Rack Room:

- New 44RU Rack
- UPS unit with 2 – Additional Batteries for extended run-time

Jury Room:

- 65" Display with 20' HDMI Coiled up behind display

Miscellaneous Hardware:

- All Miscellaneous Materials are included and/or detailed in Equipment list
- All AV consumables are included in the project total

Special Notes:
-Williamson County will ensure DPI technicians have 5-6 full days of full access to space for installation and testing of AV System in Courtroom, IDF, Hallway and Jury Room.
-Williamson County ensures that all existing owner-furnished-equipment (OFE) is in good working condition, if applicable.
-Williamson County will ensure Facilities Support to have Electrical in place for all new AV equipment.
-Williamson County will provide IT/NW Support for provisioning AV/VTC Systems

Scope Conclusion:
Upon acceptance of this proposal, provide a signed proposal and Purchase Order including payment method delivered

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Executive Summary

to Data Projections. Installation date will be confirmed once this documentation is received.

Change Orders:
As noted elsewhere in this document, no product changes/substitutions nor changes or modifications in equipment location will be made without the express written consent of Williamson County & Data Projections. Any requests for deviation to this contract or incomplete client requirements may result in additional fees.

Room 1 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
Juvenile Probation Court					
Video Conferencing System					
VADDIO	999-9560-000	ONELINK HDMI CISCO CODEC/CISCO CAM N/A	$1,534.97	2	$3,069.94
Cisco Systems	CS-KITPRO-P60-K9	CISCO WEBEX ROOM KIT PRO P60 - CODEC PRO, P60, TOUCH 10- GPL	$13,665.06	1	$13,665.06
Cisco Systems	CON-ECDN-CSKITP0K	ESS WITH 8X5XNBD ROOM KIT PRO WCODEC PRO	$2,387.28	1	$2,387.28
Cisco Systems	CTS-CAM-P60	CISCO TELEPRESENCE PRECISION 60 CAMERA	$4,530.91	1	$4,530.91
Cisco Systems	CON-ECDN-CTSCAM60	ESS WITH 8X5XNBD CISCO TELEPRESENCE PREC	$628.64	1	$628.64
CRESTRON	HD-WP-4K-401-C	4K Multi-Window Video Processor with HDBaseT & HDMI Outputs	$4,320.99	1	$4,320.99
VADDIO	999-8250-000	AV Bridge 2x1 N/A	$2,300.61	1	$2,300.61
Video System					
PANASONIC SOLUTIONS COMPANY	TH-86EQ1W	ENTRY-LEVEL 4K PROFESSIONAL DISPLAY FEATURING THIN AND STYLISH DESIGN WITH NARRO	$4,765.01	3	$14,295.03

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Room 1 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
Extron	60-1316-01	HDCP-Compliant Annotation Processor with DTP Extension	$4,018.29	1	$4,018.29
PLANAR	997-7052-00	HELIUM 24-INCH WIDE BLACK PROJECTED CAPACITIVE MULTI-TOUCH EDGE-LIT LED LCD, USB	$373.17	1	$373.17
WolfVision	VZ-3neo	CMOS 1080p Desktop Visualizer	$2,432.93	1	$2,432.93
Crestron	DM-NVX-360C	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder Card	$987.80	11	$10,865.80
Crestron	DM-NVX-360	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder	$987.80	8	$7,902.40
Crestron	DMF-CI-8	DigitalMedia Card Chassis for DM-NVX-C & DMCF, 8 Slots	$1,097.56	2	$2,195.12
Crestron	DM-NVX-DIR-80	DM NVX Director Virtual Switching Appliance for 80 Endpoints	$3,048.78	1	$3,048.78
Extreme Networks	220-48P-10GE4	Extreme Switching 220 Series 220-48p-10GE4 - switch - 48 port Extreme Networks ExtremeSwitching 220 Series 220-48p-10GE4 - switch - 48 po	$2,064.00	1	$2,064.00
Audio System					
Crestron	SAROS IC6T-W-T-EACH	Saros 6.5" 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered in multiples of 2)	$140.24	8	$1,121.92
Extron	60-1761-02	Two Channel Amp, 100 watts at 70 volts	$548.78	1	$548.78

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Room 1 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
Biamp Systems	0451.900	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 32 x 32 channels of Dante, AEC technology (all 12 inputs), 2 channel VoIP, and standard FXO telephone interface	$2,559.76	1	$2,559.76
Shure	MXWNCS8	8-CH NETWORKED CHARGING STATION	$1,493.90	1	$1,493.90
Shure	MXWAPT8=-Z10	8-CH ACCESS POINT TRANSCEIVER	$2,865.85	1	$2,865.85
Shure	MXW8=-Z10	DESKTOP BASE TRANSCEIVER	$487.80	4	$1,951.20
Shure	MX415LPDF/C	15" Shock-Mounted Gooseneck, Green/Red LED Ring at bottom, Less Preamplifier, Dual Flexible, Cardioid	$189.02	4	$756.08
Shure	ANI4IN-XLR	4-Input, XLR connectors, Mic/Line Dante Audio Network Interface with PEQ and Audio Summing	$469.51	1	$469.51
RDL	AV-NH1	Network to Stereo Headphone Amplifier - Dante	$422.30	1	$422.30
Shure	MX412D/C	Cardioid-12" Desktop Gooseneck Condenser Microphone, Attached 10Â´ XLR Cable, Logic Functions, Programmable Switch and LED Indicator, Attached Desktop Base	$256.10	2	$512.20
Shure	MXA310B	TABLE ARRAY,BLK	$791.46	1	$791.46

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Room 1 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
William Sound AV	FM 557 PRO D	FM Plus Large-area Dual FM and Wi-Fi assistive listening system with 4 FM R37 receivers. Features Dante input, coaxial cable and rack panel kit for professional installation. System includes: (1) FM T55 D transmitter, (4) PPA R37N receivers, (4) EAR 02	$1,767.68	1	$1,767.68
Control System					
Crestron	TSW-1060-B-S	10.1 in. Touch Screen, Black Smooth	$1,463.41	1	$1,463.41
Crestron	TSW-1060-TTK-B-S	Tabletop Kit for TSS-10 and TSW-1060, Black Smooth	$152.44	1	$152.44
Crestron	CP3N	3-Series Control System	$1,585.37	1	$1,585.37
Miscellaneous Hardware					
SurgeX	SA-82	SURGE & POWER COND 8A 2PORT	$257.37	4	$1,029.48
CHIEF	XSM1U	Micro-Adjust Fixed Wall Mount X-Large	$195.33	3	$585.99
Mockett	PCS48G-90	EDGE MOUNT POWER DOCK WITH FLEX-PORT CABLE PASS-THROUGH PORT - PCS48G-90 - BLACK (90)	$334.79	2	$669.58
VADDIO	998-6000-006	DUAL 1/2 RACK MOUNTING KIT	$98.56	1	$98.56
Digitalinx	HDPMM10F	HDMI PREMIUM 18G CBL W/NET 10'	$14.68	3	$44.04
Digitalinx	HDPMM06F	HDMI PREMIUM 18G CBL W/NET 6'	$12.55	21	$263.55
Crestron	PW-2412WU	Wall Mount Power Pack, 24 VDC, 1.25 A, 2.1 mm, Universal	$42.68	8	$341.44

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Subtotal: $99,593.45

Room 2 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
Hallway Overflow					
PANASONIC SOLUTIONS COMPANY	TH-55SQ1W	4K LCD DISPLAY	$1,963.41	2	$3,926.82
Crestron	DM-NVX-360	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder	$987.80	4	$3,951.20
CHIEF	MTM1U	Micro-Adjust Tilt Wall Mount Medium	$149.53	2	$299.06
Crestron	SAROS SB-200-P-B	Saros Sound Bar 200, Powered, Black	$304.88	2	$609.76
RDL	TX-1A	Bal. to Unbal. Transformer - Adjustable	$41.68	2	$83.36
SurgeX	SX-DS-154	SURGE & POWER FILTER 15A 4PORT	$283.23	2	$566.46
Crestron	PW-2412WU	Wall Mount Power Pack, 24 VDC, 1.25 A, 2.1 mm, Universal	$42.68	4	$170.72

Subtotal: $9,607.38

Room 3 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
Rack Room					
Middle Atlantic	ERK-4425-AV	44SP/25D CONFIG AV RACK	$1,441.67	1	$1,441.67
surgex	UPS-2000-OL	ONLINE UPS 2000VA 2RU 20A 5P	$1,845.01	1	$1,845.01
SurgeX	UPS-BPX-2000	EXT BATTERY PACK UPS-2000-OL	$586.47	2	$1,172.94
SurgeX	SX-DS-158	120V 15A SURGE PROTECTION	$160.06	2	$320.12

Subtotal: $4,779.74

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Room 4 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
Juvenile Probation Court - Jury Room					
PANASONIC SOLUTIONS COMPANY	TH-65EQ1U	LARGE 4K PROFESSIONAL DISPLAY FEATURING A THIN AND STYLISH DESIGN WITH NARROW BE	$1,520.51	1	$1,520.51
SurgeX	SA-82	SURGE & POWER COND 8A 2PORT	$257.37	1	$257.37
Digitalinx	HDPMM20F	HDMI PREMIUM 18G CBL W/NET 20'	$36.48	1	$36.48
CHIEF	LSM1U	Micro-Adjust Fixed Wall Mount Large	$161.62	1	$161.62

Subtotal: $1,975.98

Room 1, 2, 3 Services

Product Details	Ext. Price
Installation Labor	$5,850.00
Project Management	$1,950.00
Design/Engineering	$1,872.00
Programming Labor	$8,400.00

Subtotal: $18,072.00

Room 4 Services

Product Details	Ext. Price
Installation Labor	$150.00
Project Management	$62.50
Design/Engineering	$150.00

Subtotal: $362.50

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Miscellaneous Materials

Product Details	Ext. Price
Miscellaneous Materials	$3,641.00
Subtotal:	$3,641.00

Service & Maintenance

Product Details	Ext. Price
Service & Maintenance	$6,586.33
Subtotal:	$6,586.33

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WILCO - AV System and Tele-Justice System Install for Juvenile Probation Center - TIPS 171001



Prepared by:
Austin
Mark Mazac
(512) 271-6538
Fax 512.420.9185
mmazac@dataprojections.com

Prepared for:
Williamson County
,
Don Heflin
(512) 943-1490
don.heflin@wilco.org

Quote Information:
Quote #: 007598
Version: 2
Delivery Date: 10/15/2020
Expiration Date: 12/06/2020

Quote Summary

Description	Amount
Room 1 - Hardware	$99,593.45
Room 2 - Hardware	$9,607.38
Room 3 - Hardware	$4,779.74
Room 4 - Hardware	$1,975.98
Room 1, 2, 3 Services	$18,072.00
Room 4 Services	$362.50
Miscellaneous Materials	$3,641.00
Service & Maintenance	$6,586.33
Subtotal:	$144,618.38
Shipping:	$2,400.30
Total:	$147,018.68

Payment Options

Description	Payments	Interval	Amount
Payment Options			
Net 30	1	One-Time	$147,018.68

Other service options available. Contact your sales representative.

By signing this agreement, you are accepting our Terms and Conditions. This does not negate the need for a purchase order or any other purchasing requirement which your company necessitates. Data Projections reserves the right to require a customer down payment/deposit contingent on the creditworthiness of the customer.

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Austin		Williamson County	
Signature:	Mark D. Mazac	Signature:	
Name:	Mark Mazac	Name:	Don Heflin (per Judge Bill Gravell)
Title:	Account Executive	Date:	
Date:	10/15/2020		

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Statement of Performance

TERMS AND CONDITIONS

Notice

This Scope of Work is delivered on the basis of the following Assumptions:

- Site preparation by the Customer includes electrical, wall reinforcement, telephone and data network infrastructure placement per Data Projections specification.
- All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by Data Projections project manager.
- In Room(s) where installation is to be completed are to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation time frame may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
- The project schedule must allow for sufficient time for completion of all installation and final testing of systems prior to occupancy of the site. If sufficient time is not allowed, Data Projections will be held harmless for systems that do not meet requirements. In this case, all costs associated with completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Client. Unless otherwise stated, the installation shall be scheduled contiguously from start to finish. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this SOW. If notification is made after initial acceptance of this SOW, Change Management Procedure section following shall be implemented and additional charges may apply. Data Projections reserves the right to revise the proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available at the time of that the original proposal was issued.
- Data Projections reserves the right to substitute equipment of similar specifications should any of the specified equipment be unavailable at time of order from the manufacturer. This will be done in an effort to maintain the completeness of the proposed audiovisual system and meet the anticipated installation schedule. Data Projections will notify the client in the event there is a need for any equipment substitutions.
- There is secure storage for equipment during a multiple-day integration. If secure storage is not available for the duration of the multiple day integration period, Data Projections reserves the right to; delay the installation until secure storage is available which could result in project completion delays and additional storage and delay fees; payment in full for the materials and equipment that cannot be secured thus constituting transfer of ownership and relieving Data

Projections of its responsibility and liability for security and protection of said materials and equipment against damage and theft.

- If Customer furnished equipment and existing cabling is to be used, Data Projections assumes that these items are in good working condition and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before Data Projections' integration begins. Data Projections will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on touch panel layout / correspondence will be completed by the Customer within two business days. {unless otherwise noted}

Integration Project Management Processes

Data Projections will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Needs Analysis – performed prior to Scope of Work
- Project Welcome Notice – emailed upon receipt of Purchase Order/Notice to proceed
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status updates – informal or formal – either by phone, email or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals
- Substantial Completion– Customer walk-through and user acceptance training – prior to Service transition (if purchased)

User Acceptance Training

This is geared specifically towards the end-user / operator. The purpose of this training is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system.

Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut Down
- Equipment automatic and manual operation

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Statement of Performance

- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

Change Management Procedure
Any changes to the Scope of the project that effect the contractual value of the project must be in writing signed by the Customer and an authorized representative of Data Projections, Inc. Oral changes to the project scope, equipment or materials shall not be binding upon the parties. Changes may impact the ability of Data Projections, Inc. to deliver the desired solution per the original terms of the Contract. After acceptance of this Scope of Work, such signed and approved change orders will be incorporated by reference into and become part of this Contract and will be processed in accordance with the Change Management Procedure detailed below.

Proprietary Notice
This proposal contains confidential information and intellectual property of Data Projections and may be legally privileged. Recipient agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for evaluation of its contents.

Payment Schedule
The total for this proposal/project is presented as a “not to exceed” unless Data Projections and the “client” agree to add hardware, software or functionality not specifically addressed in this Statement of Work/Executive Summary. The payment schedule outlined in the Payment Options section is contingent on the established line of credit approved by the company. If credit terms are extended, the standard terms are NET 30 days. If credit terms are not requested or extended, payment will be required in full before hardware is ordered or installation dates are scheduled.

Returns
The approval of product returns is at the discretion of Data Projections and requires a return authorization number. Products that are defective will be repaired, replaced or credited in accordance with the manufacturer’s warranty. Goods returned for reasons other than warranty or defect must be in original, undamaged and untarnished condition and must include all original packaging, documentation and accessories. Restocking fees may apply to the items being returned. Any custom ordered products cannot be returned. Please consult Data Projections for additional details.

Warranty
All new equipment provided by Data Projections includes each manufacturer’s full warranty from the date of

invoice. Data Projections will honor all warranty requirements as depot service. Data Projections supplies a 90-day workmanship warranty from the date of completion of said system, unless superseded by an extended warranty, service agreement and/or preventative maintenance agreement. If a Data Projections service agreement is purchased all hardware purchased through Data Projections will be covered with no additional service or replacement fees throughout the life of the agreement even if the hardware is no longer covered under the manufacturer's warranty. Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.

Indemnification

Data Projections agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, director and employees (Collectively , Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Data Projections' negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom Data Projections is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Data Projections, its officers, directors, employees and sub-consultants (collectively, Data Projections) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Data Projections shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

No Hire Policy

During the term of the Contract, and for a period of one (1) year after the termination of the Contract, or the completion of the Project, whichever is later, the Client agrees that it will not directly solicit the employment of any individual that was employed by Data Projections during the term of the Contract. In the event Client breaches this provision, the parties agree that it would be difficult to establish the precise amount of damages incurred by Data Projections as a result of such conduct, and therefore the parties agree that immediately upon hiring said individual, Client shall pay to Data Projections an amount equal to 50% of the gross annual salary or wages paid to the individual in question during the twelve months prior to the termination of that individual's employment with Data Projections. This fee shall not apply if the individual responds to a general employment advertisement through newspapers, on-line job boards or postings, agencies, open house, or job fairs.

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.

DATA PROJECTIONS

4616 W. Howard Ln
Suite 140
Austin, TX 78728
www.dataprojections.com
512.420.8856

Statement of Performance

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

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

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

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

Right to Audio
Data Projections 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 Data Projections which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Data Projections agrees that Customer shall have access during normal working hours to all necessary Data Projections 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 Data Projections reasonable advance notice of intended audits

Commissioners Court - Regular Session **56.**

Meeting Date: 11/03/2020

Purchase of VMWare Software for IT Dept FY21

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 the approval of the purchase between Williamson County and FreeIt Data Solutions Inc. to provide the Williamson County IT Department with renewal of annual maintenance of the VMWare Software in the total amount of $152,861.29 per the terms of Contract #DIR-TSO-4288.

Background

This is the annual maintenance renewal of VMWare, the software that runs our data centers and server infrastructure for the Williamson County IT Department. Department point of contact is Rory Tierney. Funding Source 01.0100.0503.004505, FY21

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/29/2020 10:46 AM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 10:54 AM
Form Started By: Andrew Portillo		Started On: 10/27/2020 04:39 PM
Final Approval Date: 10/29/2020		

Freeit™
DATA SOLUTIONS

Contract No:	DIR-TSO-4288
TAX ID#:	27-2209002
Term:	NET 30
FOB:	Destination

Williamson County
Rory Tierney
301 SE Inner Loop Suite 105
Georgetown, TX 78626
Ph: (512) 943-1457
rory.tierney@wilco.org

Quote Number: 242178623
Quote Date: 10/19/2020
Expiration Date: 10/31/2020

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

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

Qty	Part Number	Description	Unit Price	Ext Price
VMware Renewal - Co-term				
Support				
10	HZ7-ENC-10-PSSS-C	Production Support/Subscription for VMware Horizon 7 Enterprise: 10 Pack (CCU) for 1 year	$1,385.86	$13,858.60
200	FUS-PRO-P-SSSC	Production Support/Subscription VMware Fusion Pro for 1 year	$46.79	$9,358.00
11	VR8-VU-P-SSS-C	Production Support/Subscription for VMware vRealize Operations Manager for Horizon per Concurrent User for 1 year	$17.77	$195.47
1	HZ7-ENC-100-PSSS-C	Production Support/Subscription for VMware Horizon 7 Enterprise: 100 Pack (CCU) for 1 year	$13,861.42	$13,861.42
3	VS7-STD-G-SSSC	Basic Support/Subscription for VMware vSphere 7 Standard for 1 processor for 1 year	$255.46	$766.38
2	VCS7-STD-PSSS-C	Production Support/Subscription VMware vCenter Server 7 Standard for vSphere 7 (Per Instance) for 1 year **Support Period:** 11/16/2020 - 11/15/2021	$1,444.81	$2,889.62
1	HZ7-ENC-100-PSSS-C	Production Support/Subscription for VMware Horizon 7 Enterprise: 100 Pack (CCU) for 1 year	$13,861.42	$13,861.42
28	VS7-EPL-P-SSS-C	Production Support/Subscription for VMware vSphere 7 Enterprise Plus for 1 processor for 1 year	$841.24	$23,554.72
100	FUS-PRO-P-SSSC	Production Support/Subscription VMware Fusion Pro for 1 year	$46.79	$4,679.00
1	VR8-VU-P-SSS-C	Production Support/Subscription for VMware vRealize Operations Manager for Horizon per Concurrent User for 1 year	$17.77	$17.77
28	VR8-OSTC-PSSS-C	Production Support/Subscription for VMware vRealize Operations 8 Standard (Per CPU) for 1 year **Support Period:** 02/16/2021 - 02/15/2022	$300.37	$8,410.36
3	VC-SRM8-25SPSSS-C	Production Support/Subscription for VMware NSX Data Center Advanced per Processor for 1 year	$1,175.32	$3,525.96
28	NX-DC-ADV-PSSS-C	Production Support/Subscription for VMware NSX Data Center Advanced per Processor for 1 year	$1,285.73	$36,000.44
28	VRNI6-ADV-CPUP-SSS-C	Production Support/Subscription for VMware vRealize Network Insight 6 Advanced (per CPU) for 1 year **Support Period:** 12/21/2020 - 12/20/2021	$303.19	$8,489.32
3	VRNI6-ADV-CPUP-SSS-C	Production Support/Subscription for VMware vRealize Network Insight 6 Advanced (per CPU) for 1 year **Support Period:** 08/26/2021 - 08/25/2022	$303.19	$909.57
28	NXA-A1XST-12PT0-C1S-523	US Data Center - VMware AppDefense - Standard **Support Period:** 12/27/2020 - 12/26/2021 **SID:** M897536428	$445.83	$12,483.24

Freeit™
DATA SOLUTIONS

Contract No:	DIR-TSO-4288
TAX ID#:	27-2209002
Term:	NET 30
FOB:	Destination

Williamson County
Rory Tierney
301 SE Inner Loop Suite 105
Georgetown, TX 78626
Ph: (512) 943-1457
rory.tierney@wilco.org

Quote Number: 242178623
Quote Date: 10/19/2020
Expiration Date: 10/31/2020

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

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

Qty	Part Number	Description	Unit Price	Ext Price
			List Total:	$164,015.00
			DIR Discounted Total:	$158,274.06
			Shipping and Tax not applicable:	$0.00
			Additional Discount:	($5,412.77)
			Grand Total:	$152,861.29

Customer Signature of Acceptance **PO#**

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the terms and conditions and RMA policy located at www.freeitdata.com/policies and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

Commissioners Court - Regular Session **57.**

Meeting Date: 11/03/2020

Software as a Service Agreement Tyler Technologies

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of Tyler Technologies Supervision Software with an annual rate of $36,000.00, professional services in the amount of $78,180.00 and with an estimate of travel expenses in the not-to-exceed-amount of $4,000.00, for a total amount of $118,180.00, per the terms of Sourcewell Contract 110515-TTI.

Background

This product allows for record keeping and data collection, completion of risk and financial assessments, and maintaining supervision documentation related to defendants who are on bond, all essential to our operation as well as the Professional Services cost for the integration with Odyssey. Point of contact is Minnie Beteille. Funding Source 01.0100.0503.005741 FY21

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/29/2020 11:14 AM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 11:20 AM
Form Started By: Andrew Portillo		Started On: 10/28/2020 08:22 AM
Final Approval Date: 10/29/2020		

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

1. **Agreement** means this Software as a Services Agreement.
2. **Business Travel Policy** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
3. **Client** means Williamson County, TX.
4. **Data** means your data necessary to utilize the Tyler Software.
5. **Defect** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
6. **Defined Users** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are [5].
7. **Developer** means a third party who owns the intellectual property rights to Third Party Software.
8. **Documentation** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
9. **Effective Date** means the last signature date set forth in the signature block.
10. **Force Majeure** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
11. **Investment Summary** means the agreed upon cost proposal for the products and services attached as Exhibit A.
12. **Invoicing and Payment Policy** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
13. **Initial Term** and **Renewal Term** have the meanings set forth in Section F(1) "Term and Termination" herein.

14. **SaaS Fees** means the fees for the SaaS Services identified in the Investment Summary.
15. **SaaS Services** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
16. **SLA** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
17. **Statement of Work** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
18. **Support Call Process** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
19. **Third Party Terms** means, if any, the end user license agreement(s) or similar terms, as applicable and attached as Exhibit D, which exhibit may be amended from time to time in accordance with this Agreement.
20. **Third Party Hardware** means the third -party hardware, if any, identified in the Investment Summary.
21. **Third Party Products** means the Third Party Software and Third Party Hardware.
22. **Third Party Software** means the third -party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
23. **Tyler** means Tyler Technologies, Inc., a Delaware corporation.
24. **Tyler Software** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
25. **we, us, our** and similar terms mean Tyler.
26. **you** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted**. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8) "Maintenance and Support".

2. **SaaS Fees**. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users. You may add additional concurrent users on the terms set forth in Section H(1) "Additional Products and Services".

3. **Ownership**.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. We reserve all rights not expressly granted to you in this Agreement. Without limiting the generality of the preceding, we retain all right, title, and interest in and to the Tyler Software, including without limitation, all software used to provide the Tyler Software and all Tyler logos and trademarks reproduced through the Tyler Software, as well as any copyright or other intellectual property rights in and to the Tyler Software.

   3.2 You do not acquire under this Agreement any rights to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.4 You retain all ownership and intellectual property rights to the Data.

4. **Restrictions**. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. **Software Warranty**. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8) "Maintenance and Support", below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software,

your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

6. **SaaS Services**.

6.1 To the extent applicable, Tyler will make available to Client, upon Client's written request, the service level terms of any third party cloud services provider that hosts the Tyler Software

6.2 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.3 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.

6.4 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.5 We provide secure data transmission paths from each of your workstations to our servers.

6.6 For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. **Other Professional Services**. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work. We will finalize that documentation with you upon execution of this Agreement.

2. **Professional Services Fees**. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. **Additional Services**. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. **Cancellation**. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you repeatedly cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. **Services Warranty**. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. **Site Access and Requirements**. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.

7. **Client Assistance**. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.

8. **Maintenance and Support**.

   8.1 For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

      8.1.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);

      8.1.2 provide telephone support during our established support hours;

      8.1.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

      8.1.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect

   8.2 For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support ; (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those

outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. **Invoicing and Payment**. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2) "Invoice Disputes".

2. **Invoice Disputes**. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, and you do not rectify that failure within a commercially reasonable timeframe after we have notified you of it, then we may demand immediate full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. **Term**. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date (the "*Initial Term*"), unless earlier terminated as set forth below. Upon expiration of the Initial Term, this Agreement will renew automatically for additional one (1) year renewal terms (each a "*Renewal Term*") at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate upon the termination or expiration of this Agreement.

2. **Termination**. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2) "Invoice Disputes".

   2.1 **Failure to Pay SaaS Fees**. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 **For Cause**. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3) "Dispute Resolution". You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the forty-five (45) day window set forth in Section H(3) "Dispute Resolution".

   2.3 **Force Majeure**. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 **Lack of Appropriations**. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

   2.5 **Fees for Termination without Cause during Initial Term**. If you terminate this Agreement during the Initial Term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the Initial Term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

      a. if you terminate during the first year of the Initial Term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the Initial Term;

      b. if you terminate during the second year of the Initial Term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the Initial Term; and

      c. if you terminate after the second year of the Initial Term, 100% of the SaaS Fees through the date of termination plus 5% of the SaaS Fees then due for the remainder of the Initial Term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. **Intellectual Property Infringement Indemnification**.

1.1 We will defend and indemnify you and your agents, officials, and employees from and against any third -party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate this Agreement and refund you the prepaid but unused SaaS Fees for the year in which the Agreement terminates. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. **General Indemnification**.

2.1 We will defend and indemnify you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER

WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1) "TERM", TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THIS SECTION G(4) "LIMITATION OF LIABILITY" AND SECTION G(5) "EXCLUSION OF CERTAIN DAMAGES" SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OR REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) "INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION" AND G(2) "GENERAL INDEMNIFICATION".

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **Insurance**. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. Upon your written request, within a commercially reasonable timeframe after the Effective Date, we will provide you with a certificate of insurance identifying you as a certificate holder. You may also request to be added as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. That additional insured status will be reflected on the certificate of insurance we provide you at your request after the Effective Date. We agree that our insurance will be primary on claims for which we are responsible. Copies of our insurance policies are only available in the event of a disputed or litigated claim.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Tyler Software, Products, and Services**. You may purchase additional Tyler Software, products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.

2. **Optional Items**. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. **Dispute Resolution**. You agree to provide us with written notice within forty-five (45) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within forty-five (45) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, we will proceed to non-binding mediation before a single mediator jointly selected by us. Nothing in this section shall prevent you or us from seeking necessary injunctive relief from a federal or state court of competent jurisdiction in your domicile during the dispute resolution procedures.

4. **Taxes**. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. **Nondiscrimination**. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. **E-Verify**. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. **Subcontractors**. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. **Binding Effect; No Assignment**. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. **Force Majeure**. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. **No Intended Third-Party Beneficiaries**. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. **Entire Agreement; Amendment**. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect on the terms of this Agreement and the terms and conditions of this Agreement shall control over any terms and conditions contained in a purchase order or similar document submitted by you. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. **Severability**. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. Additionally, any provision of this Agreement is found by a proper authority to be unenforceable, illegal, or invalid, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

13. **No Waiver**. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. **Independent Contractor**. We are an independent contractor for all purposes under this Agreement.

15. **Notices**. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. **Client Lists**. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. **Confidentiality**. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be

confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
(c) a party receives from a third party who has a right to disclose it to the receiving party.
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. **Business License**. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. **Governing Law; Jurisdiction**. This Agreement shall be governed by and construed under the laws of the state of domicile of the Client including applicable U.S. federal laws, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Without limiting the terms of the Dispute Resolution Provision set forth in Section H (3) “Dispute Resolution”, we agree that the state and federal courts in or serving your location shall have jurisdiction, as appropriate, over a dispute under this Agreement.

20. **Multiple Originals and Authorized Signatures**. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. **Cooperative Procurement**. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. **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. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on

September 1 of Client'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.

23. Right to Audit. Tyler agrees that licensee or its duly authorized representatives shall, once per year until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any and all books, documents, papers and records of Tyler which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, provided however, that any such audit shall be subject to Tyler's current confidentiality and security policies. Tyler agrees that licensee shall have access during normal working hours to all necessary Tyler facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Licensee shall give Tyler reasonable advance notice, but no less than thirty (30) days advance written notice, of intended audits. Client shall be responsible for the cost of any audit conducted under this section unless otherwise agreed to by the parties in writing pursuant to the terms of this Agreement.

24. **Contract Documents**. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work

[*Remainder of page is intentionally left blank; signature page to follow*]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed and delivered this Agreement as of the date(s) set forth below.

TYLER TECHNOLOGIES, INC.:

By: Sherry Clark

Name: Sherry Clark

Title: Senior Corporate Attorney

Date: October 27, 2020

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

With copy to:

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department

WILLIAMSON COUNTY, TX:

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:

WILLIAMSON COUNTY, TX
710 S. Main Street, Ste. 101
Georgetown, TX 78626

Attention: County Judge

EXHIBIT A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Software Fees		
SaaS Fee Annual Amount		
$36,000		
Software		
Software		**SaaS Fee (Annual)**
Tyler Supervision (20 Users @ $150/month)		**$36,000**
	Total Annual SaaS Fee	**$36,000**

Implementation Services		
Professional Services - Phase 1 Assessments		
	Hours	**Cost**
Project Services	88	$16,280
Deployment	4	$800
Tyler Supervision - Odyssey Integration	160	$28,000
Custom Forms & Report Development	106	$21,200
Setup & Configuration	48	$8,400
Training	12	$2,100
Go-Live Assistance	8	$1,400
Total Professional Services		**$78,180**
Estimated Travel Expenses - Not to Exceed		**$4,000**

EXHIBIT B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the Initial Term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the Initial Term are set forth in the Investment Summary. Your annual SaaS fees during any Renewal Term will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

3. Third Party Products (if applicable).

   3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

   3.2 *Third Party Software Maintenance*: The first -year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

   3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating

EXHIBIT B

Schedule 1: Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

   Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car
Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.
Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services

Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem. Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high -speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights

that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



EXHIBIT C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.

EXHIBIT C
Schedule 1: Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(2) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

Additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Technologies Website (http://www.tylertech.com/) - for accessing client tools, documentation, and other information including support contact information.
(2) Community Resources – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(3) Knowledge Base – a repository documentation that can assist clients in answering questions or troubleshooting and resolving commonly known issues.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday, Pacific). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

We will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Issue Handling

Incident Tracking

Every support incident is logged into our management system and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the client's needs and deadlines. Tyler and the client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has

Priority Level	Characteristics of Support Incident	Resolution Targets
	only one user or for which there is an existing circumvention procedure.	been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technologies' software support consists of the following:

(1) Account Representatives: responsible for responding to and resolving incidents, as well as day-to-day account management.
(2) Account Representatives: development staff responsible for providing technical assistance to the support representatives.
(3) Support Managers: responsible for the management of support teams.
(4) If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to your Support Manager. Your Support Manager will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect. Any issues or incidents that remain unresolved will be escalated to the General Manager of Tyler Supervision.

Remote Support Tool

Some support calls may require further analysis of the client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

EXHIBIT D
Third Party Terms

We will make commercially reasonable efforts to minimize the need for you to rely on Third Party Software or Third Party Hardware in order to operate the Tyler Software. To the any such Third Party Product is required, you are responsible for purchasing, installing and configuring all Third Party Hardware and Third Party Software at your expense. We will make available a list of Third Party Software that will be required to load a new release of the Tyler Software, if any, as well as list of Third Party Software components that have been certified as compatible with the Tyler Software.

We will have no liability for defects in the Third Party Hardware or Third Party Software. You are responsible for ensuring that you have current maintenance agreements with any Developers from whom you expect to receive maintenance and/or support on Third Party Software or Third Party Hardware.

EXHIBIT E
Statement of Work

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies ("Tyler") is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler's end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work ("SOW") documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and Client (collectively the "Project").

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

This is accomplished by Williamson Pretrial and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Client's complexity and organizational needs.



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both Williamson Pretrial and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that Williamson Pretrial and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where Williamson Pretrial's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to efficiently and effectively complete the Project.

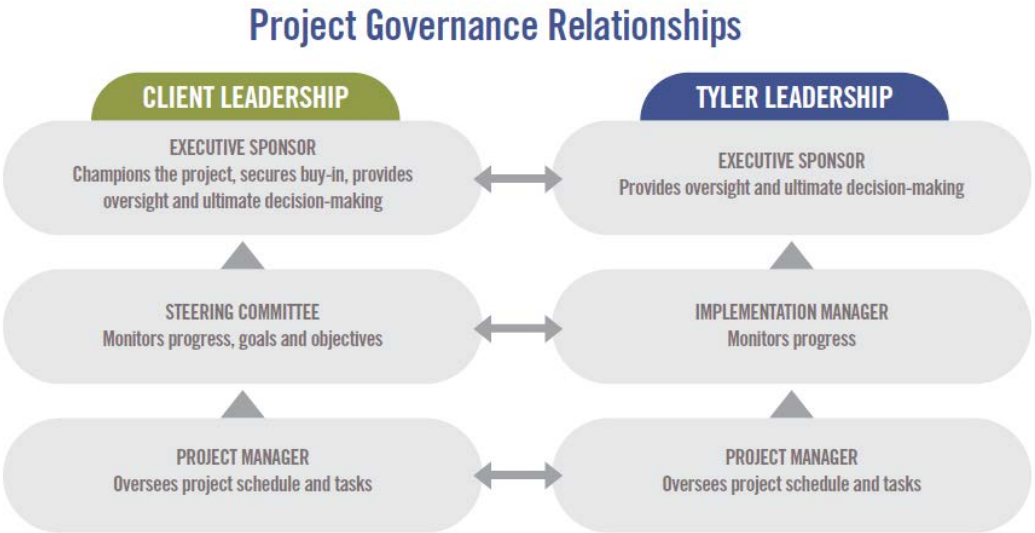
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to adequately meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and Williamson Pretrial collaborate to resolve Project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and Williamson Pretrial Steering Committee become the escalation points to triage responses prior to escalation to Williamson Pretrial and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. Williamson Pretrial and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the 'triple constraints' or Project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

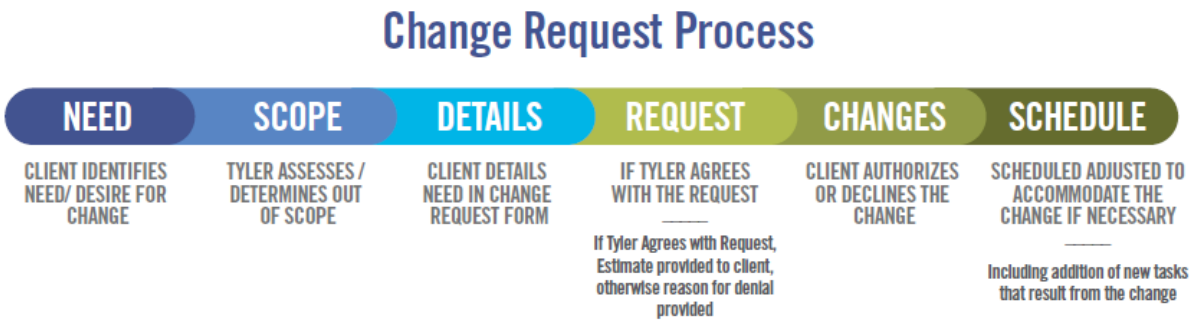
It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change in order to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and possible delays relative to the schedule, some changes may result in less cost to Williamson Pretrial; for example, Williamson Pretrial may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to Williamson Pretrial, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

Williamson Pretrial will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and Williamson Pretrial). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Williamson Pretrial office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Williamson Pretrial will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining client feedback and approval on Project deliverables will be critical to the success of the Project. The Williamson Pretrial project manager will strive to gain deliverable and decision approvals from all authorized Williamson Pretrial representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Williamson Pretrial department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Williamson Pretrial shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Williamson Pretrial does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Williamson Pretrial does not agree the particular Deliverable or Control Point meets requirements, the Williamson Pretrial shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Williamson Pretrial shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Williamson Pretrial does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for Williamson Pretrial and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at Williamson Pretrial, but are roles defined within the Project. It is common for individual resources on both the Tyler and client project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Sponsor

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed in order to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying Williamson Pretrial ’s overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to Williamson Pretrial ’s executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Williamson Pretrial management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items. As requested by the client, the Tyler Project Manager provides regular updates to the client Steering Committee and other Tyler governance members. Tyler Project Manager’s role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.

- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by Williamson Pretrial project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with Williamson Pretrial project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between Williamson Pretrial and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Williamson Pretrial any items that may impact the outcomes of the Project.
- Collaborates with Williamson Pretrial ’s project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with Williamson Pretrial ’s project manager(s) to set a routine communication plan that will aide all Project team members, of both Williamson Pretrial and Tyler, in understanding the goals, objectives, current status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.
- Interfaces closely with Tyler developers to coordinate program Modification activities.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides Williamson Pretrial through software validation process following configuration.
- Assists during Go-Live process and provides support until Williamson Pretrial transitions to Client Services.
- Facilitates training sessions and discussions with Williamson Pretrial and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

5.2 Williamson Pretrial Roles & Responsibilities

Williamson Pretrial resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Williamson Pretrial Executive Sponsor

The Williamson Pretrial executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Williamson Pretrial steering committee, project manager(s), and functional leads to make critical business decisions for Williamson Pretrial.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Williamson Pretrial Steering Committee

The Williamson Pretrial steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Williamson Pretrial project manager and Project as a whole through participation in regular internal meetings. The Williamson Pretrial steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Williamson Pretrial steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
    - Cost
    - Scope
    - Schedule
    - Project Goals
    - Williamson Pretrial Policies
    - Needs of other client projects

5.2.3 Williamson Pretrial Project Manager

Williamson Pretrial shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. Williamson Pretrial Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When Williamson Pretrial project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The client project manager(s) are responsible for reporting to client steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for Williamson Pretrial project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between Williamson Pretrial and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both Williamson Pretrial staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Williamson Pretrial resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Williamson Pretrial technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.

- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Williamson Pretrial Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to Williamson Pretrial project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
    - Task completion
    - Stakeholder Meeting
    - Project Management Plan development
    - Schedule development
    - Maintenance and monitoring of risk register
    - Escalation of issues
    - Communication with Tyler project team
    - Coordination of Williamson Pretrial resources
    - Attendance at scheduled sessions
    - Change management activities
    - Modification specification, demonstrations, testing and approval assistance
    - Data analysis assistance
    - Decentralized end user training
    - Process testing
    - Solution Validation

5.2.5 Williamson Pretrial Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on Williamson Pretrial business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.

- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to Williamson Pretrial staff during and after implementation.

5.2.6 Williamson Pretrial End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Williamson Pretrial Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Williamson Pretrial third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.

5.2.7.1 Williamson Pretrial Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage Williamson Pretrial's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Williamson Pretrial and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Williamson Pretrial Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.

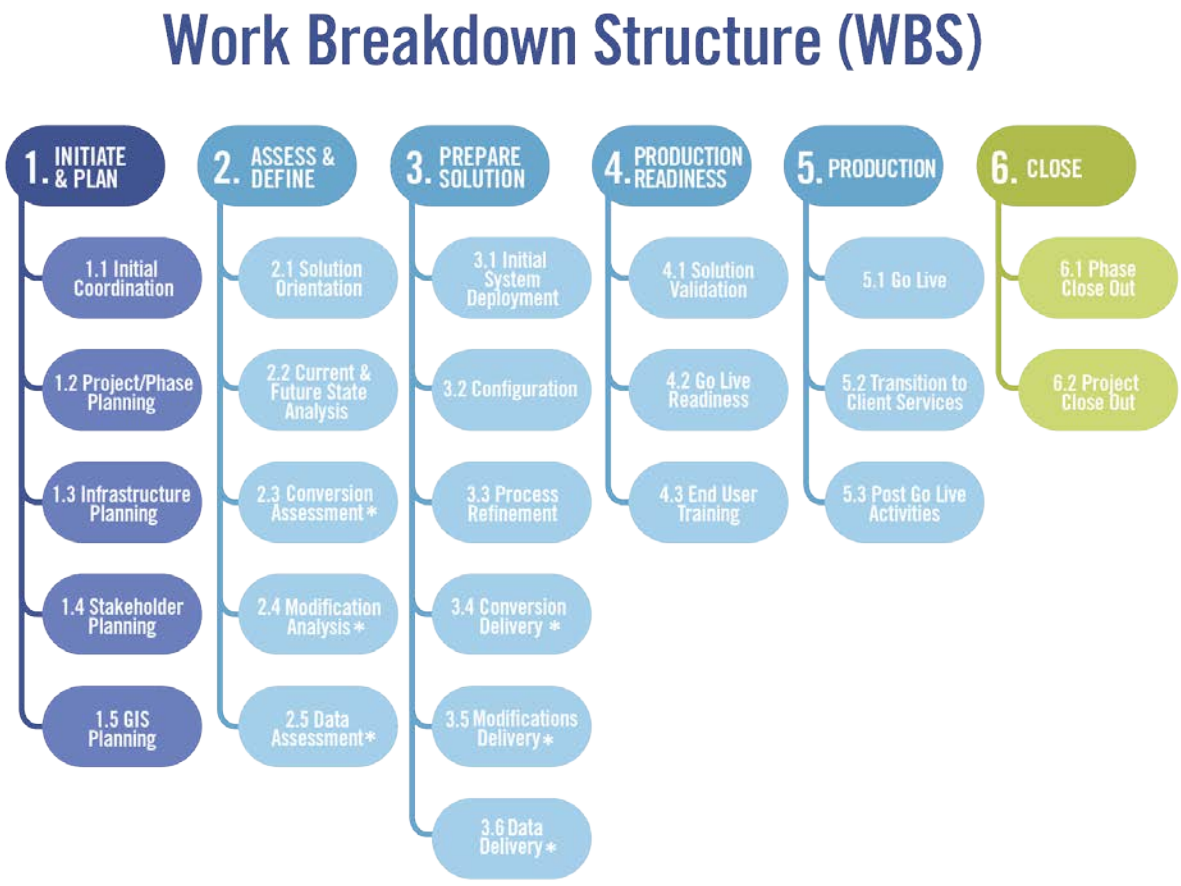
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by Williamson Pretrial.



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "Intentionally Left Blank" in Section 6 of the Statement of Work.*

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides Williamson Pretrial with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. Williamson Pretrial gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with Williamson Pretrial's team. During this step, Tyler will work with Williamson Pretrial to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify client project team.

STAGE 1	Initial Coordination																	
	Tyler								Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Client project team is assigned									A	I	R	I	I	I			

Provide initial project documents to Williamson Pretrial		A	R	C			C		I		I							
Gather preliminary information requested			I						A		R	C		C		C	C	
Sales to implementation knowledge transfer		A	R	I	I	I	I				I							
Create Project Portal to store project artifacts and facilitate communication		A	R								I							

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with Williamson Pretrial to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Williamson Pretrial Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to Williamson Pretrial's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Williamson Pretrial Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the client with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning															
	Tyler								Client							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Williamson Pretrial provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- Williamson Pretrial has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train Williamson Pretrial to install License Software. The Williamson Pretrial is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure Williamson Pretrial's infrastructure meets Tyler's application requirements.
- Ensure Williamson Pretrial's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

Work package assumptions:

- Williamson Pretrial will maintain environment (or virtual environment) for On-Premise deployments.

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Williamson Pretrial Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Williamson Pretrial team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to Williamson Pretrial
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Williamson Pretrial business processes. This information will be used to identify and define business processes utilized with Tyler software. Williamson Pretrial collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Williamson Pretrial team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Williamson Pretrial team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare Williamson Pretrial for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

Williamson Pretrial and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Williamson Pretrial will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the client's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Client current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- Williamson Pretrial attendees possess sufficient knowledge and authority to make future state decisions.
- Williamson Pretrial is responsible for any documentation of current state business processes.
- Client is able to effectively communicate current state processes.

6.2.3 Intentionally left blank.

6.2.4 Modification Analysis

Tyler strives to provide robust, off-the-shelf solutions. Tyler can offer a comprehensive solution that allows for the unique nature of each client's business processes. Though opportunities to enhance Tyler products may exist, Tyler recommends Clients utilize existing functionality and, when necessary, adjust their business practices to the products; application refinements and enhancements should only be considered when no viable solution for a given process is available within the included Tyler products. We do recognize that some Projects may require modifications to the solution(s) in order to meet certain client business needs, including interfaces with 3rd party products, custom reports or other custom product modifications. Some Projects have specific modifications included in the Project budget, others do not. If it's determined that additional, out of scope modifications are necessary to meet client needs, a Change Request is needed and additional cost estimate(s) will be provided by Tyler.

Objectives:

- Identify and define in-scope modifications.
- Identify and define out-of-scope modifications.
- Approve all modifications.

STAGE 2	Modifications analysis																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Identify which modifications are within the scope/budget of this project [where applicable]		A	R			I			I		C						
Analyze/write a Business Requirements documents for each modification		A	R	C	C	C					C	C		C			
Review/Approve Business			C	C		C			A		R	C		C			

Requirements documents																	
Refine project schedule based on included modifications		A	R		I	C					C						

Inputs	Modification Requirements
	Current & Future State Analysis Document
	Project Budget/Financial documents
	Project Schedule

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Modification Specifications	Meets Williamson Pretrial's business needs
	Change Requests for out of scope modifications	Meets Williamson Pretrial's business needs
	Revised Project Schedule	

Work package assumptions:

- 3rd party interfaces – Williamson Pretrial is responsible for coordinating with the 3rd party.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City

- Stakeholder meeting complete

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the client against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- Williamson Pretrial is able to access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																	
	Tyler								Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on Client Devices (if applicable)			I				C				A						R

Tyler System Administration Training (if applicable)			A				R				I							C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Clients (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current generally available version of the Tyler Licensed Software will be installed.
- Williamson Pretrial will provide network access for Tyler modules, printers, and Internet access to all applicable Williamson Pretrial and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with Williamson Pretrial to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Williamson Pretrial collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate Williamson Pretrial SME how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration	
	Tyler	Client

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Client configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. Williamson Pretrial is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Williamson Pretrial users on how to execute processes in the system to prepare them for the validation of the software. Williamson Pretrial collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that Williamson Pretrial understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																	
	Tyler								Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Client Responsible)			A	R							I	I		I			
Refine configuration (Tyler Responsible)			I	C							A	R		C			
Validate interface process and results			I	C			C				A	R		C			C
Update client-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration

	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed client-specific process documentation (completed by Williamson Pretrial)	

Work package assumptions:

- None

6.3.4 Intentionally left blank.

6.3.5 Modifications Delivery

Tyler consistently recommends that our clients utilize the software out-of-the-box and adjust business processes to conform, but we recognize there may be times when a modification of the software is requested in order to meet reporting obligations, functionality desires, or integrations with external systems. This work package focuses on the successful, high-quality delivery of the approved, in-scope modifications.

Objectives:

- Deliver contracted software modifications.
- Complete or update required configuration for the modifications.
- Test the delivered modifications.

STAGE 3	Modifications Delivery																	
	Tyler								Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Validate scheduled development for completion			A			R					I						

Conduct periodic scope review sessions (as applicable)			A	C		R					I	C		C			
Modify Solution Validation Plan (if applicable)			C	C							A	R		C			
Deliver (pre-production) modifications for testing			A	I	I	R	C				I	I		I			I
Test delivered modifications			I	C		C					A	R		C			I
Update configuration (if applicable)			A	R													
Update process documentation as needed			I	I							A	R		C			
Approve modifications for Production delivery			I	I							A	R		C			
Deliver modifications to Production			A	I	I	R	C				I	I		I			I

Inputs	
	Modification specification

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed modifications	Williamson Pretrial approves modification per scope
	Updated Modification Specification (if applicable)	
	Updated Solution Validation Plan	
	Updated process documentation (if applicable)	
	Revised configuration (if applicable)	Modification passes testing/approved by Williamson Pretrial after configuration is updated

Work package assumptions:

- Only approved modifications with approved scope will be provided.
- Only modifications approved for the current phase (if multi-phase) will be delivered.
- Additional scope requests may require additional budget.
- Modifications will be tested upon delivery.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Completed modifications.
- Revised configuration for modification (if applicable).

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the client team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the client to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that Williamson Pretrial verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure Williamson Pretrial organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation	
	Tyler	Client

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Williamson Pretrial updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and Williamson Pretrial will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the client has considered its ability to successfully Go-Live. Issues and concerns will be discussed and mitigation options documented. Tyler and Williamson Pretrial will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.

- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness															
	Tyler								Client							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to Williamson Pretrial

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop client specific business process documentation. Client-led training labs using client specific business process documentation if created by the client can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- Williamson Pretrial is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Client-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables

	End User Training	Williamson Pretrial signoff that training was delivered

Work package assumptions:

- The Williamson Pretrial project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with Williamson Pretrial as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Williamson Pretrial departments.
- Williamson Pretrial will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and Williamson Pretrial will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with Williamson Pretrial to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, Williamson Pretrial and Tyler will complete work assigned to prepare for Go-Live.

Tyler staff collaborates with Williamson Pretrial during Go-Live activities. Williamson Pretrial transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Client data available in Production environment.

STAGE 5	Go-Live																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Client confirms data is available in production environment

Work package assumptions:

- Williamson Pretrial will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Client business processes required for Go-Live are fully documented and tested.
- The Williamson Pretrial Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Williamson Pretrial Project Team and SME's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the Williamson Pretrial teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of Williamson Pretrial onto the Tyler Client Services team, who provides Williamson Pretrial with assistance following Go-Live, officially transitioning Williamson Pretrial to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to Williamson Pretrial teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Transfer client to Client Services and review issue reporting and	I	I	A	I	I			R	I	I	C	C		C			

resolution processes																	
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C

Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. Williamson Pretrial transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of Williamson Pretrial for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and Williamson Pretrial teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Client
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time Williamson Pretrial may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to Williamson Pretrial teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Williamson Pretrial and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Client acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.

- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Close Stage is not dependent upon Tyler's receipt of this Stage Acceptance.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and Williamson Pretrial will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a number of assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Williamson Pretrial Project Team will complete their necessary assignments in a mutually agreed upon timeframe in order to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Williamson Pretrial project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, Williamson Pretrial is responsible for making decisions based on the options available.

- Implementation of new software may require changes to existing processes, both business and technical, requiring Williamson Pretrial to make process changes.
- Williamson Pretrial is responsible for defining, documenting and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Williamson Pretrial is responsible for managing Organizational Change. Impacted Client resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted client resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- Williamson Pretrial resources will participate in scheduled activities as assigned in the Project Schedule.
- The Williamson Pretrial team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and Williamson Pretrial will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget and schedule) will be assessed and documented as part of the change control process.
- Williamson Pretrial will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- Williamson Pretrial makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- Williamson Pretrial will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- Williamson Pretrial will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Intentionally left blank.

7.5 Facilities

- Williamson Pretrial will provide dedicated space for Tyler staff to work with Williamson Pretrial resources for both on-site and remote sessions. If Phases overlap, Williamson Pretrial will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- Williamson Pretrial will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.

Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]
Infrastructure	The composite hardware, network resources and services required for the existence, operation and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).

Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.
Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. No Conversion - Intentionally left blank.

10. Additional Appendices

11. Project Timeline

11.1 Tyler Supervision Project Timeline

The implementation of Tyler Supervision is expected to be completed in 7 months. This is a Multi phased implementation with 2 Go-Live events.

Commissioners Court - Regular Session **58.**

Meeting Date: 11/03/2020

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	10/09/2020 01:51 PM
Form Started By: Vicky Edwards		Started On: 10/09/2020 01:30 PM
Final Approval Date: 10/09/2020		

Commissioners Court - Regular Session **59.**

Meeting Date: 11/03/2020

Purchase of Ford Trucks for Road and Bridge

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving purchase of three (3) 2021 Ford F-250 Regular Cab Trucks in the amount of $26,007.25 each and one(1) 2021 Ford F-350 Crew Cab Truck in the amount of $31,743.75 for a total amount of $110,365.50. Each quote includes a one-time administrative fee of $300 from Silsbee Ford as per GoodBuy Contract #20-8F000.

Background

These vehicles are being purchased for the Road and Bridge Department. Department contact: Ron Roberts, Funding Source: 01.0200.0210.005700 and approved in the FY21 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

quotes

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/29/2020 10:14 AM
County Judge Exec Asst.	Andrea Schiele	10/29/2020 10:21 AM
Form Started By: Andrew Portillo		Started On: 10/22/2020 11:03 AM
Final Approval Date: 10/29/2020		

PRODUCT PRICING SUMMARY

GOODBUY 20-8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: WILLIAMSON COUNTY
Contact: RON ROBERTS
Email:
Product Description: FORD F-250

Prepared by: MICHAEL WILEY
Phone: 254-541-9061
Email: mwiley.silsbeefleet@gmail.com
Date: September 17, 2020

A. **Bid Item:** 5 **A. Base Price:** $ 24,748.00

B. **Factory Options**

Code	Options	Bid Price	Code	Options	Bid Price
		$ -			
F2A	2021 REGULAR CAB 4X2 LWB	$ -			
	VINYL 40/20/40 SEAT; RUBBER FLOOR	INCL			
	A/C; AM/FM W/SYNC	INCL			
	TRAILER TOW PACKAGE	INCL			
	6.2L V8; 6-SPD AUTOMATIC	INCL			
90L	POWER WINDOWS AND LOCKS	$ 865.00			

Total of B. Published Options: $ 865.00

Published Option Discount (5%) $ (43.25)

C. **Additional Options [not to exceed 25%]** $= 0.0 %

Options	Bid Price	Options	Bid Price
WHITE	COLOR		
120-150 DAYS ESTIMATED	DELIVERY		

Total of C. Unpublished Options: $ -

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ -

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ -

F. **Subcontractor Equipment Price:** $ -

G. **Additional Delivery Charge:** 250 **miles** $ 437.50

H. **Subtotal:** $ 26,007.25

I. **Quantity Ordered** 3 **x K =** $ 78,021.75

J. **Trade in:** $ -

K. **GOODBUY Administrative Fee ($300 per purchase order)** $ 300.00

L. **TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE** $ 78,321.75

PRODUCT PRICING SUMMARY

GOODBUY 20-8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: WILLIAMSON COUNTY
Contact: RON ROBERTS
Email:
Product Description: FORD F-350

Prepared by: MICHAEL WILEY
Phone: 254-541-9061
Email: mwiley.silsbeefleet@gmail.com
Date: September 17, 2020

A. **Bid Item:** 7.20 ALT — **A. Base Price:** $ 29,905.00

B. **Factory Options**

Code	Options	Bid Price	Code	Options	Bid Price
		$ -			
W3AL	2021 CREW CAB 4X2 SRW	$ 400.00			
	VINYL 40/20/40 SEAT; RUBBER FLOOR	INCL			
	A/C; AM/FM STERIO; SYNC	INCL			
	6.2L V8- 10-SPD AUTOMATIC	INCL			
	TRAILER TOW PACKAGE	INCL			
	8FT BED				
90L	POWER WINDOWS AND LOCKS	$ 1,075.00			

Total of B. Published Options: $ 1,475.00

Published Option Discount (5%) $ (73.75)

C. **Additional Options [not to exceed 25%]** $= 0.0 %

Options	Bid Price	Options	Bid Price
WHITE	COLOR		
120-150 DAYS ESTIMATED	DELIVERY		

Total of C. Unpublished Options: $ -

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ -

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ -

F. **Subcontractor Equipment Price:** $ -

G. **Additional Delivery Charge:** 250 **miles** $ 437.50

H. **Subtotal:** $ 31,743.75

I. **Quantity Ordered** 1 **x K =** $ 31,743.75

J. **Trade in:** $ -

K. **GOODBUY Administrative Fee ($300 per purchase order)** $ 300.00

L. **TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE** $ 32,043.75

Commissioners Court - Regular Session **60.**

Meeting Date: 11/03/2020

LSI 2586 WA2 LTP Controlled Access Facility ROW

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 2 in the amount of $117,754.00 under Williamson County Contract for Surveying Services between Landesign Services, Inc. and Williamson County dated May 19, 2020 for On Call Surveying Project LTP Controlled Access Facility ROW. Funding source: P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LSI 2586 WA2 LTP Controlled Access Facility ROW

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/26/2020 10:30 AM
County Judge Exec Asst.	Andrea Schiele	10/26/2020 01:04 PM
Form Started By: Vicky Edwards		Started On: 10/22/2020 01:33 PM
Final Approval Date: 10/26/2020		

WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY ROAD & BRIDGE DEPARTMENT
ON-CALL SURVEYING PROJECT:
LTP Controlled Access Facility ROW

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 Landesign Services, Inc. (LSI) (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 $117,754.00.

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, 2021. 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.

Continued next page

EXECUTED this ____ day of _____, 20___.

SURVEYOR:

Landesign Services, Inc. (LSI)

By:_____
Signature

__Brandy Tabor_____
Printed Name

___President_____
Title

COUNTY:

Williamson County, Texas

By:_____
Signature

_____
Printed Name

_____
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

10/20/2020

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY FOR
Ronald Reagan Blvd

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's project manager.

2. Obtain Rights of Entry from landowners.

3. Assistance to the Surveyor, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

4. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

5. Provide timely reviews and decisions necessary for the Surveyor to maintain the project work schedule. Review recommendations offered by the Surveyor, progress of work, and final acceptance of all documents.

6. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.

7. Assist with Coordination between the Surveyor and the County's other consultants.

8. Provide an agent as necessary to secure proposed ROW and relocate/remove improvements on proposed ROW.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE SURVEYOR FOR
WA02 - RONALD REAGAN WIDENING

PROJECT DESCRIPTION

Project Limits
The project limits are from SH 29 to north of FM 3405 for approximately 5 miles.

Existing Facility
The existing road is a 2-lane roadway with asphalt pavement and with varying widths of existing ROW (200ft to 450ft).

Proposed Facility
Construct a new 2 lane roadway with shoulders, turn lanes and intersection improvements to serve as a future southbound frontage road connecting the divided highway near SH 29 and tying into existing Ronald Reagan Blvd. north of FM 3405. This facility will also include turn lanes on FM 3405 & SH 29 for the project limits mentioned above

Project Scope
Surveyor shall provide Right-of-Way mapping services to be used for acquisition of **up to 18 acquisition parcels** along Ronald Reagan from State Highway 29 to 3,200 feet north of Farm to Market Road No. 3405 near Liberty Hill, Williamson County, Texas. Surveyor's Scope of Services is limited to those items outlined below.

1. PROJECT MANAGEMENT

   a. Communication:

      - Designate one Registered Professional Land Surveyor (Texas) to be responsible for the project management, and all communications with the County and its representatives.

   b. Monthly Progress Report, Invoices, and Billings (**9** months assumed):

      - Submit monthly progress status reports to the GEC. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.

      - Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

   c. Project Coordination & Administration:

      - Correspondence and coordination will be handled through & with the concurrence of the GEC.

      - Manage project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work,

correspond with the County and its representatives, and assist the County and its representatives in preparing responses to project-related inquiries.

d. Project Schedule:

- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to County as requested.

e. Deliverables:

- Monthly Invoices and Progress Reports
- Project Schedule and Updates

2. RIGHT-OF-WAY (ROW) MAPPING

a. Research

- Surveyor shall perform records research and obtain sufficient ownership documents to prepare a working sketch (abstract map) of adjoining properties along the project route. Map will be reconciled and refined into a preliminary right-of-way map for review

b. Field Survey

- Surveyor will locate existing control (if available and provided) and reconcile any discrepancies found.

- Surveyor will establish supplemental survey control as needed to be used during the course of the survey.

- Surveyor will locate boundary monuments sufficient to determine existing right-of-way lines and parcel boundaries.

c. Parcel Acquisition Documents (up to **18** parcel documents assumed; up to **18** staking assumed):

- Surveyor shall prepare preliminary parcel descriptions with associated parcel plats for right-of-way parcel and easement acquisition. Surveyor will perform sufficient 2-dimensional location of substantial features found within 25 feet of the proposed right-of-way lines and note any improvements requiring removal/relocation.

- After receipt of title commitments, set appropriate monumentation in accordance with County requirements. Prepare signed and sealed documents for right of way parcel and easement acquisition.

- Stake proposed right of way with suitable markers as requested on a parcel by parcel basis for the purposes of fence construction, utility installation, or property owner requests.

d. Deliverables:

- Survey CADD files
- Draft Parcel Acquisition Documents (pdf)
- Final Parcel Acquisition Documents (one original and pdf)
- ASCII point file of all points located/set during the course of the survey

- Final ROW map depicting all parcels, shown in relative positions, along the project route.

3. ASSUMPTIONS

a. Vehicular and pedestrian access to the site is possible and granted. Williamson County will provide Right of Entry to adjacent tracts if required.
b. Parcel lines will be provided by Williamson County.
c. Sufficient monumentation to determine the boundary exists on the subject tract and/or the adjoining tracts. There are no encroachments, overlaps, or gores that would affect the boundary lines.
d. Williamson County or title company will furnish the current ownership information, title commitment, and Schedule B Exception Documents (if applicable).
e. The Client or owner grants permission to clear and/or cut small trees and brush.
f. Survey data will be based on the Texas State Plane Coordinate System, NAD83 – Central Zone; Vertical data will be based on the North American Vertical Datum of 1988 (NAVD88), Geoid12B, unless specified otherwise.
g. All documents will be signed, sealed and prepared under the direction of a Registered Professional Land Surveyor licensed to practice in the state of Texas.

Landesign Services, Inc.
Ronald Reagan (FM 734)
Limits: SH 29 to FM 3405

Attachment C
Work Schedule

Work Authorization 2

Prime Provider Name: Landesign Services, Inc.																								
	2020								2021															
Tasks	Sept.				Oct.				Nov.				Dec.				Jan.				Feb.			
Right of Entry																								
Admin/Mobilization																								
Research																								
Abstract Map (Working Sketch)																								
Initial Boundary Surveys (Field)																								
Boundary Analysis and Preliminary ROW																								
Secondary Boundary Surveys (Field)																								
Parcel Descriptions and Plats																								
Title Commitment Review (Parcel Updates)																								
Final ROW Map																								
Field Monumentation																								
Locate Improvements																								
QA/QC																								
FC 130 - Direct Labor Subtotal																								
WA Termination Date: December 31, 2021																								

	2021																							
Tasks	Mar.				Apr.				May				June				July				Aug.			
Right of Entry																								
Admin/Mobilization																								
Research																								
Abstract Map (Working Sketch)																								
Initial Boundary Surveys (Field)																								
Boundary Analysis and Preliminary ROW																								
Secondary Boundary Surveys (Field)																								
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QA/QC																								
FC 130 - Direct Labor Subtotal																								
WA Termination Date: December 31, 2021																								

	2021															
Tasks	Sept.				Oct.				Nov.				Dec.			
Right of Entry																
Admin/Mobilization																
Research																
Abstract Map (Working Sketch)																
Initial Boundary Surveys (Field)																
Boundary Analysis and Preliminary ROW																
Secondary Boundary Surveys (Field)																
Parcel Descriptions and Plats																
Title Commitment Review (Parcel Updates)																
Final ROW Map																
Field Monumentation																
Locate Improvements																
QA/QC																
FC 130 - Direct Labor Subtotal																
WA Termination Date: December 31, 2021																

Landesign Services, Inc.
Ronald Reagan (FM 734)
Limits: SH 29 to FM 3405

Attachment D
Fee Worksheet

Work Authorization 2

WA02 - LRTP = 18 Parcels

Prime Provider Name: Landesign Services, Inc.

TASK DESCRIPTION	PROJECT MANAGER (RPLS)	STAFF SURVEYOR (RPLS)	SENIOR SURVEY TECH	SURVEY TECH	GIS TECH	ABSTRACTOR	CLERICAL	DELIVERY	3-PERSON SURVEY CREW	2-PERSON SURVEY CREW	1-PERSON SURVEY CREW	TOTAL LABOR HRS. & COSTS
Right-of-Way Mapping												
Right of Entry	0	0	0	0	0	0	0	0	0	0	0	$0.00
Admin/Mobilization	7	5	0	0	0	0	4	0	0	0	0	$1,975.00
Research	1	3	10	18	0	0	0	0	0	0	0	$3,179.00
Abstract Map (Working Sketch)	4	10	39	15	16	0	4	0	0	0	0	$8,887.00
Initial Boundary Surveys (Field)	1	3	5	13	4	0	2	0	0	108	0	$20,482.00
Boundary Analysis and Preliminary ROW Map/Schematic	4	28	32	16	10	0	4	0	0	0	0	$10,088.00
Secondary Boundary Surveys (Field)	1	2	3	5	2	0	0	0	0	40	0	$7,934.00
Parcel Descriptions and Plats	18	72	90	16	0	0	10	0	0	0	0	$23,608.00
Title Commitment Review (Parcel Updates)	4	18	32	16	0	0	0	0	0	0	0	$7,728.00
Final ROW Map	7	16	48	16	0	0	4	0	0	0	0	$9,853.00
Field Monumentation	2	4	7	5	2	0	0	0	0	48	0	$10,089.00
Locate Improvements	0	1	5	0	0	0	0	0	0	12	0	$2,635.00
QA/QC	18	24	32	17	5	0	2	0	0	0	0	$11,296.00
FC 130 - Direct Labor Subtotal	**67**	**186**	**303**	**137**	**39**	**0**	**30**	**0**	**0**	**208**	**0**	**$117,754.00**
FC 130 SUB-TOTALS	**67**	**186**	**303**	**137**	**39**	**0**	**30**	**0**	**0**	**208**	**0**	**$117,754.00**
HOURS SUB-TOTALS	67	186	303	137	39	0	30	0	0	208	0	970
CONTRACT RATE	**$155.00**	**$130.00**	**$105.00**	**$88.00**	**$82.00**	**$65.00**	**$60.00**	**$50.00**	**$190.00**	**$165.00**	**$120.00**	
	$10,385.00	$24,180.00	$31,815.00	$12,056.00	$3,198.00	$0.00	$1,800.00	$0.00	$0.00	$34,320.00	$0.00	$117,754.00

Other Direct Expenses		**# OF UNITS**	**COST/UNIT**									
Right of Entry		0	$0.00									$0.00
FC 130 SUB-TOTAL - Other Direct Expenses												**$0.00**

SUMMARY		
DIRECT LABOR		$117,754.00
UNIT COST		$0.00
OTHER DIRECT EXPENSES		$0.00
Total Landesign Survey		**$117,754.00**

Commissioners Court - Regular Session **61.**

Meeting Date: 11/03/2020

CR 366 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 (0.1288 acres) required for the construction of CR 366, and take appropriate action. (Kyle R. Humphries and Debra R. Spelling)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Humphries Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/29/2020 09:57 AM
Form Started By: Charlie Crossfield		Started On: 10/29/2020 09:39 AM
Final Approval Date: 10/29/2020		

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 0.1288 acre (5,610 SF (Parcel 8) described by metes and bounds in Exhibit "A" owned by **KYLE R. HUMPHRIES and DEBRA R. SPELLINGS** for the purpose of constructing, reconstructing, maintaining, and operating CR 366/CR 397 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
Highway: County Road 366 September 17, 2020
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

PROPERTY DESCRIPTION FOR PARCEL 8

DESCRIPTION OF a 5,610 square foot (0.1288 of one acre) parcel of land out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, and being a portion of a that tract described as 0.39 of one acre (Tract I) conveyed to Kyle R. Humphries and Debra R. Spellings by General Warranty Deed dated October 23, 2014, as recorded in Document No. 2014087187, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 5,610 square foot (0.1288 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with a "RPLS 4249" cap found southwest corner of said 0.39 of one acre tract, and the northwest corner of that tract described as 5.832 acres conveyed to The Ridge Fellowship by Warranty Deed dated May 28, 2014, as recorded in Document No. 2014040382, O.P.R.W.C.T., being in the east line of that tract described as 2.00 acres conveyed to Bobby Leon Starling by Warranty Deed with Vendor's Lien dated December 16, 2015, as recorded in Document No. 2015111015, O.P.R.W.C.T.;

THENCE, N 69°48'49" E, along the south line of said 0.39 of one acre tract, and the north line of said 5.832 acre tract, a distance of 386.85 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**, 170.00 feet left of CR 366 Engineer's Baseline Station 43+23.22, and having Surface Coordinates of North=10,191,888.91, East=3,205,543.67;

EXHIBIT A

PROPERTY DESCRIPTION FOR PARCEL 8

1) **THENCE, N 21°27'49" W**, along the proposed west right-of-way line of CR 366, across said 0.39 of one acre tract, a distance of **29.97 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 170.00 feet left of CR 366 Engineer's Baseline Station 43+53.18, being in the north line of said 0.39 of one acre tract, also being in the south line of a that tract described as 2.499 acres conveyed to Edward C. Griffith, Jr. by Quitclaim Deed dated March 27, 2015, as recorded in Document No. 2015023462, O.P.R.W.C.T., and by Quitclaim Deed dated May 12, 2015, as recorded in Document No. 2015039912, O.P.R.W.C.T., from which a 1/2-inch iron rod with an "ALLSTAR 5729" cap found in the south line of said 2.499 acre tract, being at the northwest corner of said 2.00 acre tract, and the northeast corner of that tract described as 13.37 acres conveyed to Anh Phan by Warranty Deed with Vendor's Lien dated April 13, 2012, as recorded in Document No. 2012028315, O.P.R.W.C.T., bears S 69°48'25" W, passing at 366.91 feet a point at the northwest corner of said 0.39 of one acre tract, being the northeast corner of said 2.00 acre tract, from which a 1/2-inch iron rod with cap (illegible) found bears S 27°42'20" E, a distance of 0.43 feet, continuing an additional 200.51 feet for a total distance of 587.42 feet;

2) **THENCE, N 69°48'25" E**, along the north line of said 0.39 of one acre tract, and the south line of said 2.499 acre tract, a distance of **187.13 feet** to a point at the northeast corner of said 0.39 of one acre tract, being the southeast corner of said 2.499 acre tract, also being in the west margin of County Road 366 (CR 366, varying width), from which a 1/2-inch iron rod with a "BRYAN TEC SERVICES" cap found at the northeast corner of said 2.499 acre tract, being at the southeast corner of that tract described as 94.820 acres (Tract One) conveyed to Edward C. Griffith, Jr. by Special Warranty Deed dated May 12, 2015, as recorded in Document No. 2015039911, O.P.R.W.C.T., said 94.820 acre tract being previously described as 112.502 acres surveyed in December 1981 by Arlee Roland in an unrecorded survey, being in the west margin of CR 366, bears N 21°43'57" W, a distance of 20.68 feet;

3) **THENCE, S 21°39'05" E**, along the east line of said 0.39 of one acre tract, and the west margin of CR 366, a distance of **29.99 feet** to a 1/2-inch iron rod with a blue cap found at the southeast corner of said 0.39 of one acre tract, being the northeast corner of said 5.832 acre tract;

EXHIBIT A

PROPERTY DESCRIPTION FOR PARCEL 8

4) **THENCE, S 69°48'49" W**, along the south line of said 0.39 of one acre tract, and the north line of said 5.832 acre tract, a distance of **187.23 feet** to the **POINT OF BEGINNING** and containing 5,610 square feet (0.1288 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.

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 17th day of September, 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



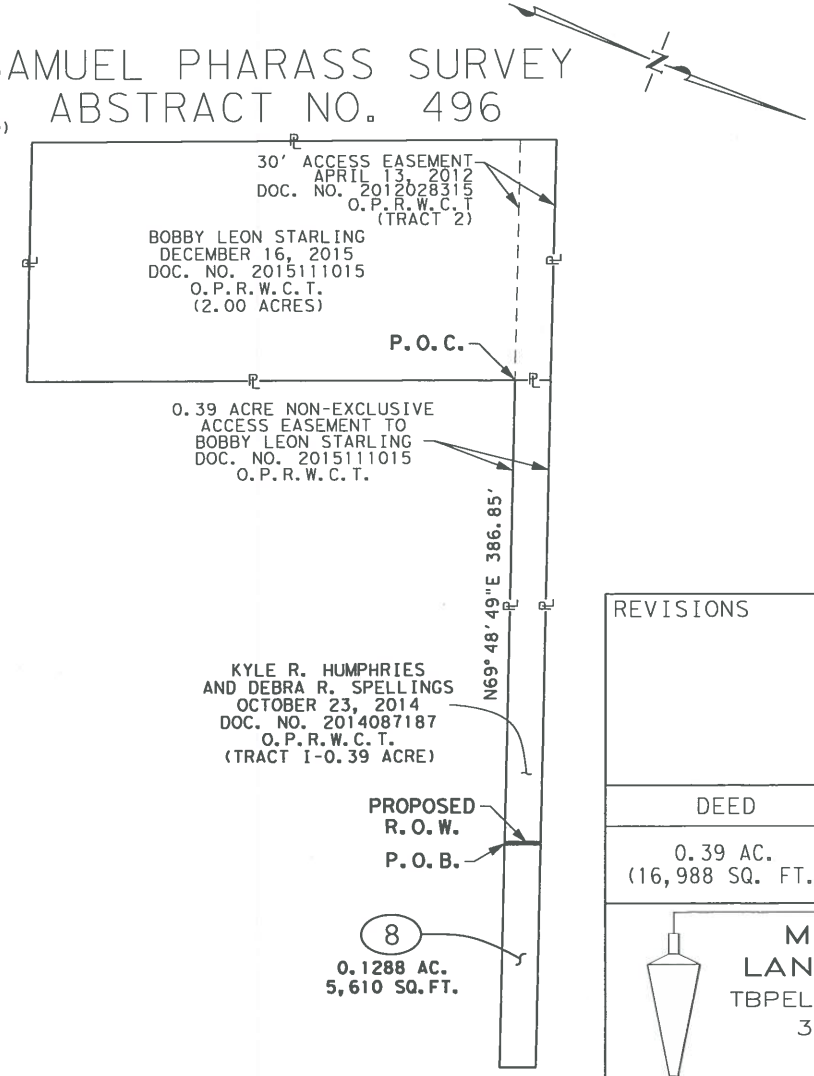
Troy R. Thomas 9/17/2020

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130

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



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

DEED	ACQUISITION	REMAINING LT
0.39 AC. (16,988 SQ. FT.)	0.1288 AC. (5,610 SQ.FT.)	0.2612 AC. (11,378 SQ. FT.)

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

STATE OF TEXAS
REGISTERED
TROY RYAN THOMAS
6130
PROFESSIONAL
LAND SURVEYOR

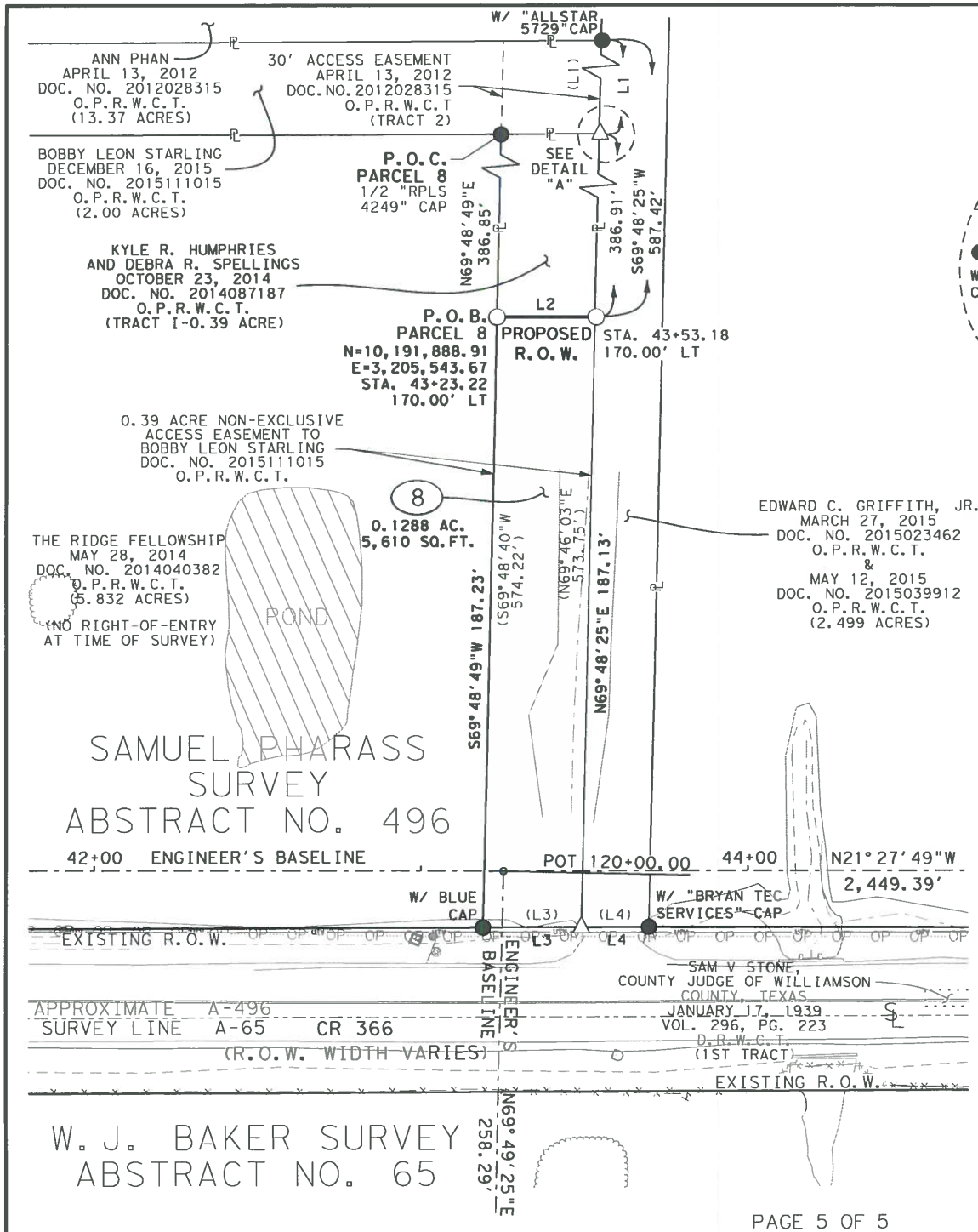
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

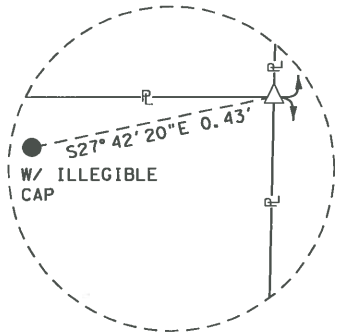
9/17/2020

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE

PARCEL PLAT SHOWING
PROPOSED R.O.W. AT
PARCEL 8
CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 2020 | SCALE: N.T.S.

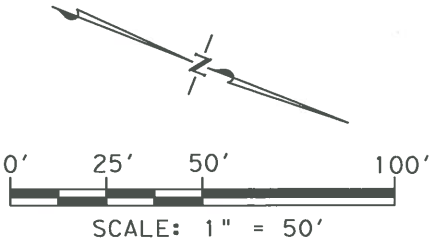




DETAIL "A"
N.T.S.

EDWARD C. GRIFFITH, JR.
MAY 12, 2015
DOC. NO. 2015039911
O.P.R.W.C.T.
(TRACT ONE-94.820 ACRES)

PREVIOUSLY DESCRIBED AS 112.502 ACRES SURVEYED IN DECEMBER 1981 BY ARLEE ROLAND (UNRECORDED SURVEY)



SCALE: 1" = 50'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S69°48'25"W	200.51'
(L1)	(N72°37'30"E)	(200.30')
L2	N21°27'49"W	29.97'
L3	S21°39'05"E	29.99'
(L3)	(S21°54'13"E)	(29.99')
L4	N21°43'57"W	20.68'
(L4)	(S21°12'08"E)	(20.66')

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 8

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 2020 | SCALE: 1"=50'

Commissioners Court - Regular Session **62.**

Meeting Date: 11/03/2020

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 James Gregory Redden and Rhonda D. Redden for right of way needed on the CR 366 project (Parcel 17). Funding Source: Road Bonds P296

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redden Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/29/2020 09:59 AM

Form Started By: Charlie Crossfield Started On: 10/29/2020 09:41 AM

Final Approval Date: 10/29/2020

REAL ESTATE CONTRACT
CR 366 Right of Way—Parcel 17

THIS REAL ESTATE CONTRACT ("Contract") is made by **JAMES GREGORY REDDEN and RHONDA D. REDDEN** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

> All of that certain 0.0288 acre (1,255 Sq. Ft.) tract of land out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas; being more particularly described by a metes and bounds description in Exhibit "A" attached hereto and incorporated herein (**Parcel 17**);

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 THREE THOUSAND FIVE HUNDRED and 00/100 Dollars ($3,500.00).

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 December 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 responsibility of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from 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.

SELLER:

James Gregory Redden

Date: 10-28-20

Address: 2210 Southwood Hills Dr
Taylor TX 76574

Rhonda Redden

Date: 10/28/2020

Address: 2210 Southwood Hills Dr
Taylor TX 76574

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date:_____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT A

County: Williamson
Highway: County Road 366 August 27, 2020
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

PROPERTY DESCRIPTION FOR PARCEL 17

DESCRIPTION OF a 1,255 square foot (0.0288 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 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, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 1,255 square foot (0.0288 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 4-inch by 6-inch concrete post found at the southeast corner of said 9.688 acre tract, 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.), and the northeast corner 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, O.P.R.W.C.T., being in the west margin of County Road 366 (CR 366, varying width), from which a 1/2-inch iron rod with a "BRYAN TEC SERVICES" cap found at the southwest corner of said 9.688 acre tract and the northwest corner of said 42.12 acre tract, bears S 68°16'19" W, along the south line of said 9.688 acre tract, with the north line of said 42.12 acre tract, a distance of 2,226.66 feet;

THENCE, N 21°30'48" W, along the east line of said 9.688 acre tract, with the west line of said 0.17 acre tract and the west margin of CR 366, a distance of 133.31 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**, 81.89 feet left of Engineer's Baseline Station 75+55.73, and having Surface Coordinates of North=10,194,958.41, East=3,204,518.91;

EXHIBIT A

PROPERTY DESCRIPTION FOR PARCEL 17

1) **THENCE, N 66°25'59" W**, along the proposed west right-of-way line of CR 366, across said 9.688 acre tract, a distance of **70.91 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 133.01 feet left of Engineer's Baseline Station 76+05.53, being in the north line of said 9.688 acre tract, the south line of that tract described as 0.52 acre conveyed to Sam V. Stone, County Judge of Williamson County, Texas, by deed dated April 16, 1951, as recorded in Volume 369, Page 512, D.R.W.C.T., and in the south margin of County Road 369 (CR 369, varying width), from which a 1/2-inch iron rod with a "BRYAN TEC SERVICES" cap found at the northwest corner of said 9.688 acre tract and the southwest corner of said 0.52 acre tract, being in the south margin of CR 369, bears S 68°34'43" W, along the north line of said 9.688 acre tract, with the south line of said 0.52 acre tract and the south margin of CR 369, a distance of 2,177.03 feet;

2) **THENCE, N 68°34'43" E**, along the north line of said 9.688 acre tract, with the south line of said 0.52 acre tract and the south margin of CR 369, a distance of **50.07** feet to a 4-inch by 6-inch concrete post found (broken) at the northeast corner of said 9.688 acre tract, being in the west line of said 0.17 acre tract and the west margin of said CR 366;

3) **THENCE, S 21°30'48" E**, along the east line of said 9.688 acre tract, with the west line of said 0.17 acre tract and the west margin of CR 366, a distance of **50.13 feet** to the **POINT OF BEGINNING** and containing 1,255 square feet (0.0288 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 August 27, 2020
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

PROPERTY DESCRIPTION FOR PARCEL 17

A parcel plat of even date was prepared in conjunction with this property description.

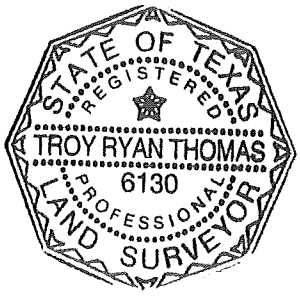
STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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 27th 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

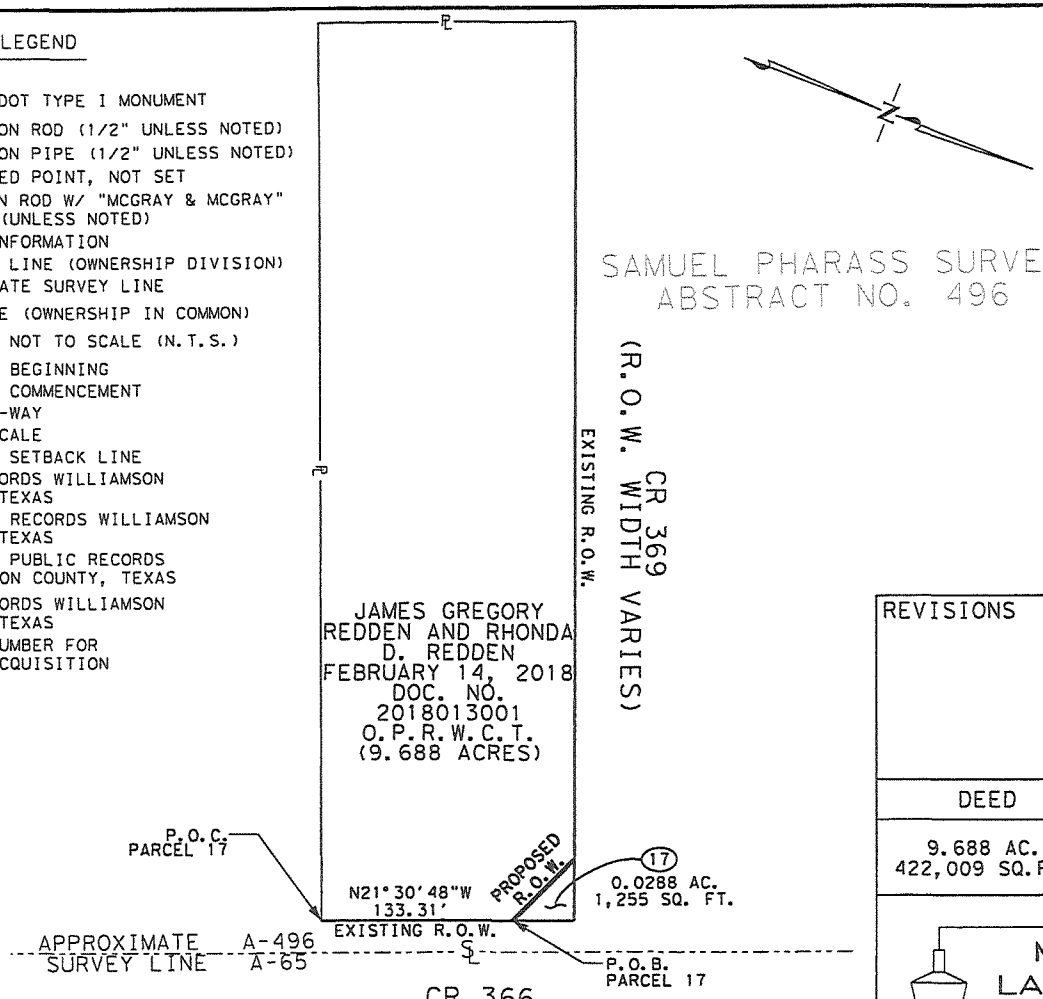


8/27/2020

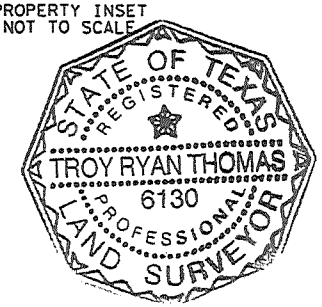
Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2020/Descriptions/CR 366 Williamson County/Parcel 17

LEGEND

■	FOUND TxDOT TYPE I MONUMENT
●	FOUND IRON ROD (1/2" UNLESS NOTED)
⊙	FOUND IRON PIPE (1/2" UNLESS NOTED)
△	CALCULATED POINT, NOT SET
○	1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
(XXX)	RECORD INFORMATION
—℄—	PROPERTY LINE (OWNERSHIP DIVISION)
—℄—	APPROXIMATE SURVEY LINE
	DEED LINE (OWNERSHIP IN COMMON)
	DISTANCE NOT TO SCALE (N.T.S.)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT-OF-WAY
N.T.S.	NOT TO SCALE
B.L.	BUILDING SETBACK LINE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION



PROPERTY INSET
NOT TO SCALE



NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED 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
9.688 AC. 422,009 SQ.FT.	0.0288 AC. 1,255 SQ.FT.	9.659 AC. 420,754 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.

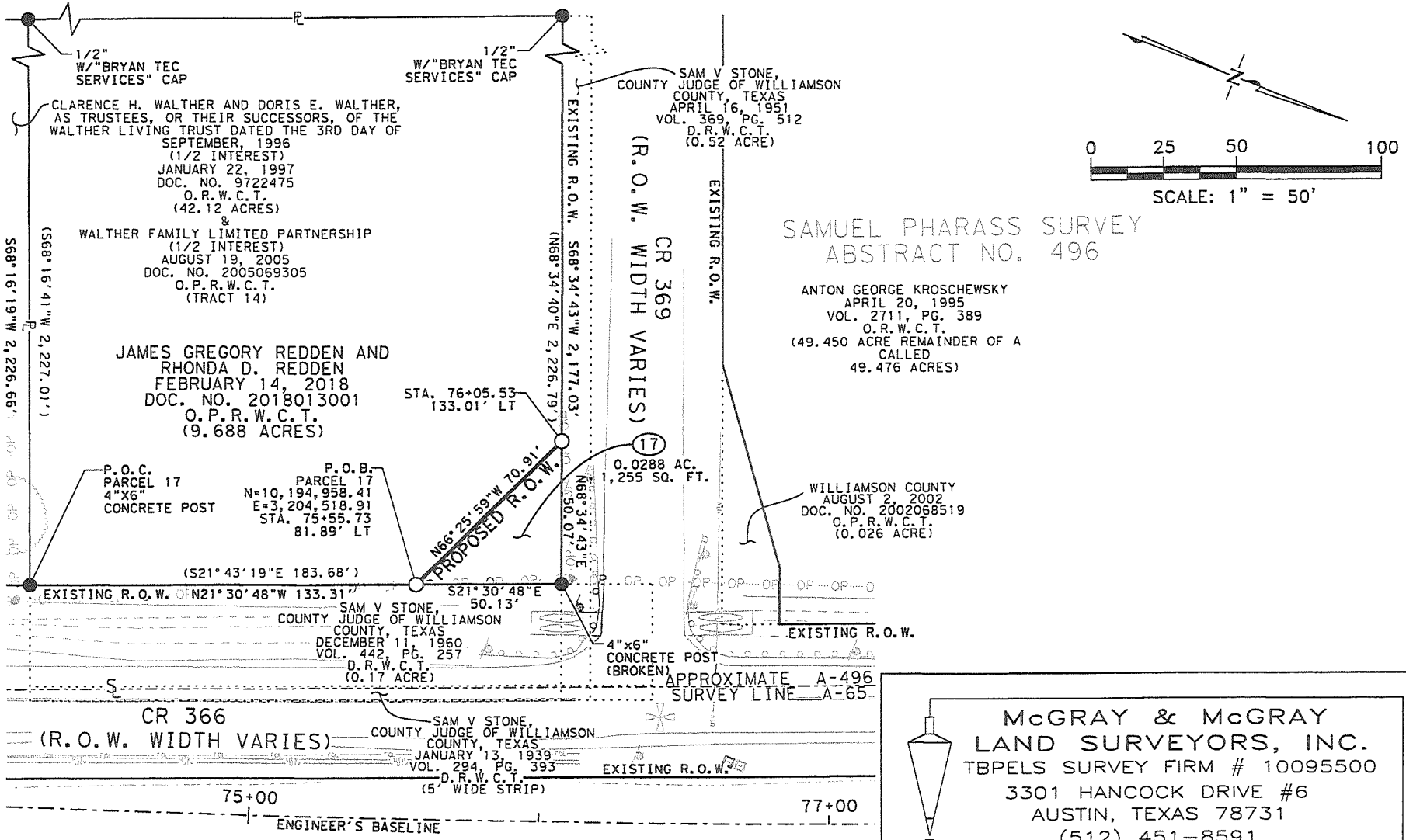
8/27/2020
DATE

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 17

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: AUGUST 2020 | SCALE: N.T.S.



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

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 17

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: AUGUST 2020 | SCALE: 1"=50'

EXHIBIT "B"

Parcel 17

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 **JAMES GREGORY REDDEN and RHONA D. REDDEN**, 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 0.0288 acre (1,255 Sq. Ft.) tract of land out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas; being more particularly described by a metes and bounds description in Exhibit "A" attached hereto and incorporated herein (**Parcel 17**)

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 pages follow]

GRANTOR:

_____

James Gregory Redden

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2020 by James Gregory Redden in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

GRANTOR:

_____

Rhonda D. Redden

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2020 by Rhonda D. Redden in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **63.**

Meeting Date: 11/03/2020

Forest North ILA

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 authorizing the County Judge to execute a First Amendment to the Forest North Utilities Relocation Interlocal Agreement with the City of Austin.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Forest North ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/29/2020 10:01 AM

Form Started By: Charlie Crossfield Started On: 10/29/2020 09:44 AM

Final Approval Date: 10/29/2020

FIRST AMENDMENT TO RELOCATION OF FOREST NORTH UTILITIES INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF AUSTIN AND WILLIAMSON COUNTY

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT (**"First Amendment"**) is made and entered into by and between the **City of Austin**, a Texas home-rule (**"City"**) and **Williamson County** ("the County").

RECITALS:

WHEREAS, on March 22, 2016, the City and the County executed an "Interlocal Agreement Regarding relocation of Forest North utilities ("Interlocal Agreement") that set forth agreed terms for the design and construction of certain utility relocations that were determined to be necessary to allow the County to improve the storm drainage in the Forest North neighborhood.

WHEREAS, the total costs in the design and construction of Water and Wastewater lines is **$1,061,753.90** higher than original Interlocal Agreement amount of **$1,096,195.15**

WHEREAS, the City and the County now desire to enter into this First Amendment to the Interlocal Agreement to reflect the City's reimbursement amount to the County for the Water and Wastewater Relocation project for a total reimbursement not to exceed **$2,157,949.05**, as detailed herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements and covenants set forth below, the City and the County, hereby amend the Interlocal Agreement as follows:

I.
AMENDMENTS TO THE WATER AND WASTEWATER RELOCATION PROJECT INTERLOCAL AGREEMENT

1.01. From and after the date of this First Amendment, all references in the Interlocal Agreement shall mean and refer to the Interlocal Agreement as amended by this First Amendment.

1.02 Section 6 (a) Financial Obligation is amended to read as follows:

6. Financial Obligations

(a) The City Agrees to pay the all costs for Utility Lines Improvements, including the cost of design and integration of the Utility Lines adjustments into the Project, construction, testing and the cost of any change orders made necessary by field changes to address unanticipated conditions under the terms and conditions on this agreement. The total amount for design and integration of PS&E services is $298,300.46 and the total

construction cost of $1,859,648.59 and a 5% contingency of $107,897.45 for a total not to exceed **$2,265,846.50**

II.
GENERAL CONDITIONS

2.01. Effect of This Amendment. The terms and conditions of the Water Line Relocation Project Agreement are incorporated by reference for all purposes. Except as specifically amended and modified by this First Amendment, the parties hereby agree that the terms and conditions of the Interlocal Agreement are in full force and effect as written.

2.02. Resolution of Conflicts. If there is any conflict or inconsistency between the provisions of this First Amendment and the Water Line Relocation Interlocal Agreement, the provisions of this First Amendment will control.

2.03. Defined Terms. All terms in this First Amendment that are defined in the Interlocal Agreement shall have the same meaning in this First Amendment as in the Interlocal Agreement. Other terms have the meanings commonly ascribed to them.

2.04. Duplicate Originals. This First Amendment may be executed in duplicate originals, each of equal dignity.

2.05. Effective Date. This First Amendment will be effective from and after the date of execution by the City and Williamson County,

IN WITNESS WHEREOF, the authorized representatives of the City and Williamson County, have executed this First Amendment, as of the date(s) indicated below.

(signatures on the following page)

CITY OF AUSTIN:

By: _____

Greg Meszaros
Director, Austin Water

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this 20th day of October, 2020, by Greg Meszaros, Director of Austin Water of the City of Austin, a Texas home-rule municipality, on behalf of said municipality.

DEBORAH L. OCKLETREE
Notary Public, State of Texas
Comm. Expires 06-21-2021
Notary ID 5173787

_____
Notary Public, State of Texas

Approved as to form:

Clark Cornwell
Assistant City Attorney

WILLIAMSON COUNTY, TEXAS

By: _____

William Gravell, Jr., County Judge

Date: _____

ATTEST:

_____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2020, by William Gravell, Jr., County Judge on behalf of Williamson County.

_____
Notary Public, State of Texas

Commissioners Court - Regular Session **64.**

Meeting Date: 11/03/2020

Sam Bass 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 Aqua Texas Inc. for right of way needed on the Sam Bass Rd. Project (Parcel 53). Funding Source: Road Bonds P462

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Aqua Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/29/2020 10:02 AM
Form Started By: Charlie Crossfield		Started On: 10/29/2020 09:46 AM
Final Approval Date: 10/29/2020		

REAL ESTATE CONTRACT
Sam Bass/Corridor H Right of Way – Parcel 53

THIS REAL ESTATE CONTRACT ("Contract") is made by and between AQUA TEXAS, INC, (referred to in this Contract as "Seller", whether one or more) and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.029 acre (1,252 square feet) tract of land located in the J.H. Dillard Survey, Abstract 179, Williamson County, Texas and the W. Kincaid Survey, Abstract 374, Williamson County, Texas, being a portion of Lot WW, Great Oaks Subdivision, a subdivision of record in Cabinet B, Slide 372, Plat Records of Williamson County, Texas (P.R.W.C.TX.), Vested to Aqua Texas, Inc., as per Williamson County Appraisal District, Parcel ID No. R35351; Said 0.029 acre (1,252 Sq. Ft.) tract of land being more particularly described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 53**);

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 in Exhibit "A" not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, compensation for any improvements on the Property, and for any damage or cost of cure for the reconfiguration of the remaining property of Seller shall be the sum of ELEVEN THOUSAND THREE HUNDRED THREE and 00/100 Dollars ($11,303.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. 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 20, 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 Williamson County, Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", 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.

(3) Provide reasonable assistance as requested and at no cost to Seller to cause Title Company to provide 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 Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property 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 respectively as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII

MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

AQUA TEXAS, INC.

By: _____

Name: Robert L. Laughman

Its: President

Date: October 20, 2020

Address: 1106 Clayton Ave.
Suite 400W
Austin, Texas 78762

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT "A"

County: Williamson
Parcel No.: 53
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

PROPERTY DESCRIPTION FOR PARCEL 53

DESCRIPTION OF A 0.029 ACRE (1,252 SQ. FT.) PARCEL LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS AND THE W. KINCAID SURVEY, ABSTRACT 374, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT WW, GREAT OAKS SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET B, SLIDE 372, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO TAL/TEX INC., RECORDED IN VOLUME 1301, PAGE 850, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.), NOW KNOWN AS AQUASOURCE UTILITY, INC., BY MERGER RECORDED IN DOCUMENT NO. 2001082279, O.P.R.W.C.TX.; SAID 0.029 ACRE (1,252 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 found 22.12 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 334+05.69 on the existing south right-of-way line of County Road 175 (Sam Bass Road), a variable width right-of-way, no record information found, for the northeast corner of Lot 17, of said Great Oaks Subdivision, described in a deed to Chad Frers and Brandi Frers, recorded in Document No. 2008057823, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), same being the northwest corner of Lot 18, of said Great Oaks Subdivision, described in a deed to Chad Taylor and Jennifer Taylor, recorded in Document No. 2009040031, O.P.R.W.C.TX.;

THENCE S 57°41'08" E, departing the common corner of said Lot 17 and said Lot 18, with the existing south right-of-way line of said Sam Bass Road, a distance of 158.93 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (1/2-inch iron rod found replaced with 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY") set 17.36 feet right of Sam Bass Road E.C.S. 335+65.60 on the proposed south right-of-way line of Sam Bass Road, for the northeast corner of said Lot 18, same being the northwest corner of Lot 19, of said Great Oaks Subdivision, described in a deed to The JHK Trust, recorded in Document No. 2016030052, O.P.R.W.C.TX.;

THENCE S 32°12'52" W, departing the existing south right-of-way line of said Sam Bass Road, with the proposed south right-of-way line of said Sam Bass Road, a distance of 1.65 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 19.00 feet right of Sam Bass Road E.C.S. 335+65.68;

THENCE S 55°04'08" E, continuing with the proposed south right-of-way line of said Sam Bass Road, over and across said Lot 19, a distance of 204.33 to a calculated point** (Surface Coordinates: N=10,168,766.36, E=3,113,380.96) 19.00 feet right of Sam Bass Road E.C.S. 337+70.01 on the common line of said Lot 19 and said Lot WW, for the southwest corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 32°31'56" E, departing the proposed south right-of-way line of said Sam Bass Road, with the common line of said Lot WW and said Lot 19, crossing at a distance of 5.97 feet the south line of a 5-feet wide Road Widening Easement show on the said Great Oaks subdivision plat, and continuing for a total distance of 10.97 feet to a 1/2-inch iron rod found on the existing south right-of-way line of said Sam Bass Road, for the northeast corner of said Lot 19, same being the northwest corner of said Lot WW and the parcel described herein;

THENCE departing the common corner of said Lot WW and said Lot 19, continuing with the existing south right-of-way line of said Sam Bass Road and the north line of said 5-feet wide Road Widening Easement, the following two (2) courses and distances numbered 2-3:

EXHIBIT "A"

County: Williamson
Parcel No.: 53
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

2) S 56°56'50" E, a distance of 56.49 feet to a calculated point, and

3) S 57°20'01" E, a distance of 44.98 feet to a calculated point, for the northwest corner of Lot 1, of said Great Oaks Subdivision, described in a deed to Joseph George Goergen and Barbara Anne Goergen, Trustees of Goergen Family Trust Dated October 15, 2008, recorded in Document No. 2008079392, O.P.R.W.C.TX., same being the northeast corner of said Lot WW and the parcel described herein, from which a 1/2-inch iron rod found bears N 80°16'56" W, a distance of 0.31 feet;

4) **THENCE** S 52°00'16" W, departing the existing south right-of-way line of said Sam Bass Road, with the common line of said Lot WW and said Lot 1, crossing at a distance of 5.06 feet the south line of said 5-feet wide Road Widening Easement, and continuing for a total distance of 15.27 feet to a calculated point** 19.00 feet right of Sam Bass Road E.C.S. 338+66.47 on the proposed south right-of-way line of said Sam Bass Road, for the southeast corner of the parcel described herein;

5) **THENCE** N 55°04'08" W, departing the common line of said Lot WW and said Lot 1, with the proposed south right-of-way line of said Sam Bass Road, over and across said Lot WW, a distance of 96.46 feet to the **POINT OF BEGINNING**, and containing 0.029 acre (1,252 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.

**Unable to set at time of survey, 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional land surveyor.

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

That I, Marvin Dearbonne Jr., 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

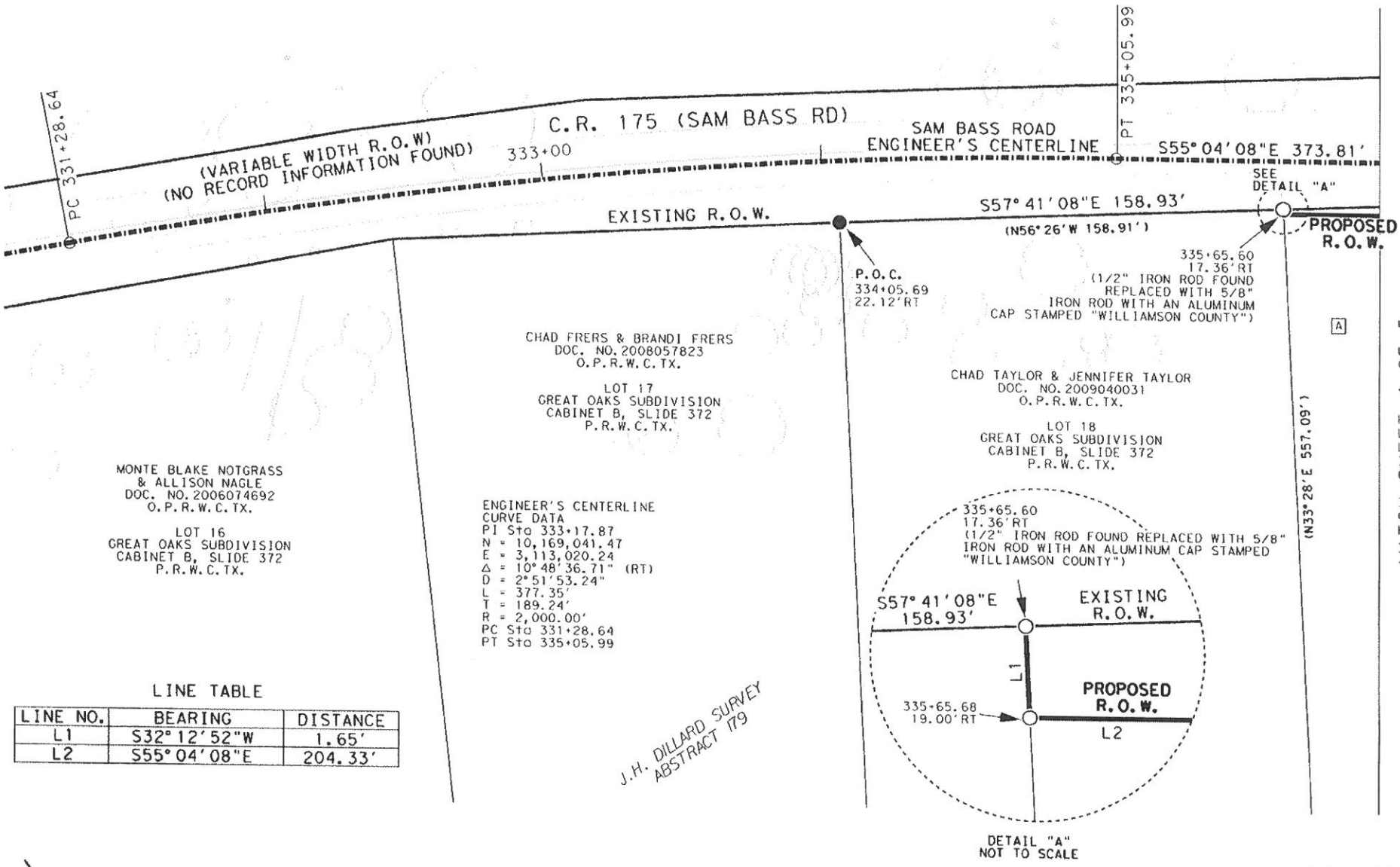


Marvin Dearbonne Jr. 18 JUNE 2020
Marvin Dearbonne Jr. Date
Registered Professional Land Surveyor
No. 5697 – State of Texas

FN 45971

SAM Job No. 38216

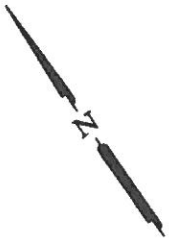
EXHIBIT "A"

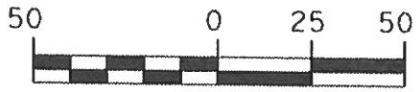


DETAIL "A"
NOT TO SCALE

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S32°12'52"W	1.65'
L2	S55°04'08"E	204.33'





GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 45971

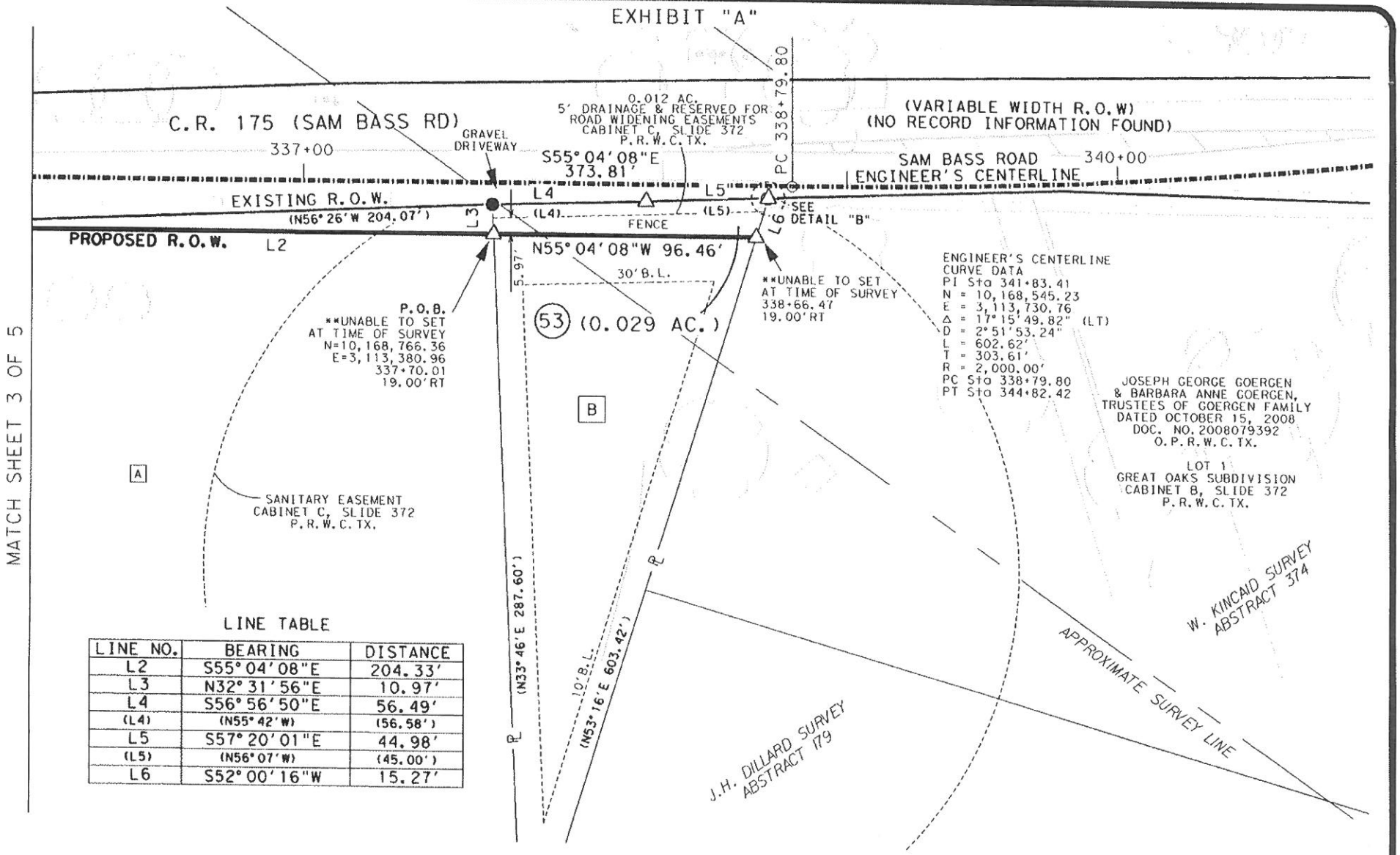
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EXISTING	*0.335 AC.	ACQUIRE	0.029 AC.	REMAINING	0.306 AC. RIGHT

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
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
AQUASOURCE UTILITY, INC.
PARCEL 53
0.029 AC. (1,252 SQ. FT.)

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L2	S55°04'08"E	204.33'
L3	N32°31'56"E	10.97'
L4	S56°56'50"E	56.49'
(L4)	(N55°42'W)	(56.58')
L5	S57°20'01"E	44.98'
(L5)	(N56°07'W)	(45.00')
L6	S52°00'16"W	15.27'

N

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 45971
FILE:\\saminc\aus\PROJECTS\10170382l6\100\Survey\03Exhibits\53\PLAT\00\P-53_4.dgn

EXISTING	*0.335 AC.	ACQUIRE	0.029 AC.	REMAINING	0.306 AC. RIGHT

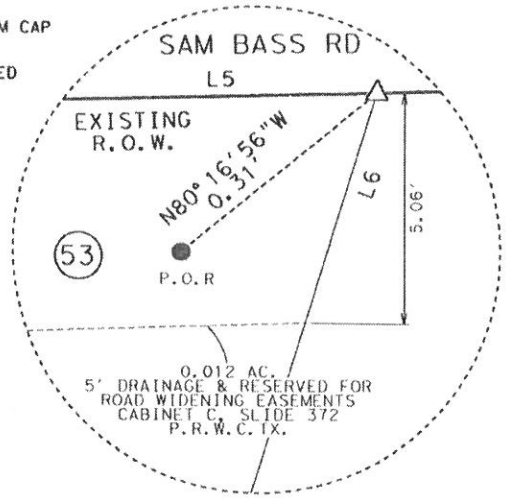
SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10084300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
AQUASOURCE UTILITY, INC.
PARCEL 53
0.029 AC. (1,252 SQ. FT.)

EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—/—	DISTANCE NOT TO SCALE
——1——	DEED LINE (COMMON OWNERSHIP)



DETAIL "B"
NOT TO SCALE

[A]

THE JHK TRUST
DOC. NO. 2016030052
O.P.R.W.C.TX.

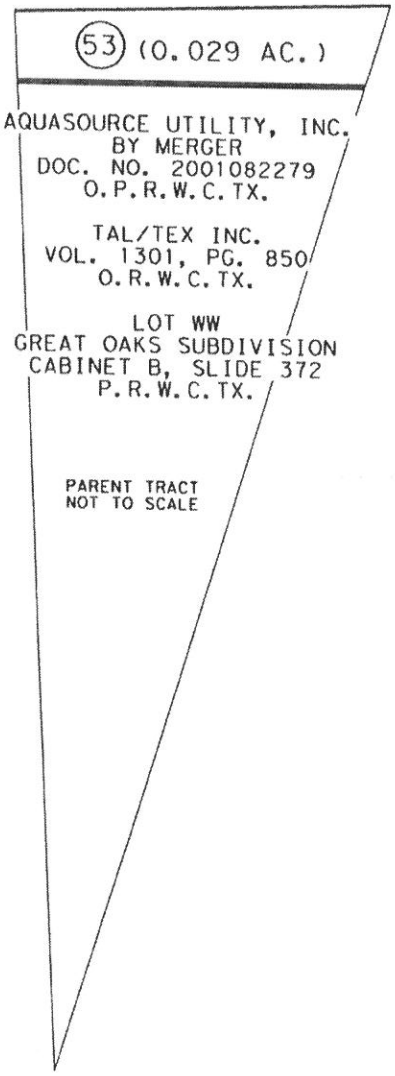
LOT 19
GREAT OAKS SUBDIVISION
CABINET B, SLIDE 372
P.R.W.C.TX.

[B]

AQUASOURCE UTILITY, INC.
BY MERGER
DOC. NO. 2001082279
O.P.R.W.C.TX.

TAL/TEX INC.
VOL. 1301, PG. 850
O.R.W.C.TX.

LOT WW
GREAT OAKS SUBDIVISION
CABINET B, SLIDE 372
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 1.00012. 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 WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 1952120, EFFECTIVE DATE JANUARY 7, 2020, AND ISSUED DATE JANUARY 15, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.

4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM,LLC.

**UNABLE TO SET AT TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR.

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.



MARVIN DEARBONNE JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5697, STATE OF TEXAS

18 JUNE 2020
DATE

REF. FIELD NOTE NO. 45971

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\53\PLAT\00\P-53_4.dgn

EXISTING	*0.335 AC.	ACQUIRE	0.029 AC.	REMAINING	0.306 AC. RIGHT

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
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
AQUASOURCE UTILITY, INC.
PARCEL 53
0.029 AC. (1,252 SQ. FT.)

Exhibit "B"

Parcel 53

DEED
Sam Bass/Corridor H 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 MEN BY THESE PRESENTS:

That AQUA TEXAS, INC., 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 the certain tracts or parcels 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 0.029 acre (1,252 square feet) tract of land located in the J.H. Dillard Survey, Abstract 179, Williamson County, Texas and the W. Kincaid Survey, Abstract 374, Williamson County, Texas, being a portion of Lot WW, Great Oaks Subdivision, a subdivision of record in Cabinet B, Slide 372, Plat Records of Williamson County, Texas (P.R.W.C.TX.), Vested to Aqua Texas, Inc., as per Williamson County Appraisal District, Parcel ID No. R35351; Said 0.029 acre (1,252 Sq. Ft.) tract of land being more particularly described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 53**);

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 be removed within 60 days after the date of this conveyance, or as otherwise designated by Grantee, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Corridor C/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.

Acknowledgements on following pages

GRANTOR:

AQUA TEXAS, INC.

By:_____ Address:_____

Name: Robert Laughman, President _____

Date:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by Robert Laughman, 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:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

Commissioners Court - Regular Session **65.**

Meeting Date: 11/03/2020

CR 258 Real Estate Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Marion Shipman for right of way needed on the CR 258 project (Parcel 23). Funding Source: Road Bonds P256

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Shipman contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/29/2020 10:03 AM

Form Started By: Charlie Crossfield Started On: 10/29/2020 09:52 AM

Final Approval Date: 10/29/2020

REAL ESTATE CONTRACT

CR 258 Right of Way—Parcel 23

THIS REAL ESTATE CONTRACT ("Contract") is made by and between MARION SHIPMAN (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 0.485 acre (21,144 Sq. Ft.) tract of land in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas, being a portion of a 88.6365 acre tract conveyed to MARION SHIPMAN in General Warranty Deed dated September 25, 2013, Recorded in Document No. 2013092374 of the Official Public Records of Williamson County, Texas; Said 0.485 acre tract of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 23**);

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", and any damage to or cost to cure the remaining property of Seller shall be the sum of FIFTY THOUSAND and 00/100 Dollars ($50,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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 20, 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 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 Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be

upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. 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 respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

Marion Shipman
Marion Shipman (Oct 27, 2020 12:34 CDT)
Marion Shipman

Address: PO Box 1119
Cedar Park, Tx. 78630

Date: Oct 27, 2020

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

Commissioners Court - Regular Session **66.**

Meeting Date: 11/03/2020

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 David Curtis Belt and Patricia Carol Belt for right of way needed on the Corridor C Project (Parcel 8). Funding Source: Road Bonds P459

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Belt Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/29/2020 10:03 AM

Form Started By: Charlie Crossfield Started On: 10/29/2020 09:53 AM

Final Approval Date: 10/29/2020

REAL ESTATE CONTRACT
Corridor C—SH29 Bypass

THIS REAL ESTATE CONTRACT ("Contract") is made by DAVID CURTIS BELT AND PATRICIA CAROL BELT (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 15.025 acres (654,465 Sq. Ft.) tract of land in the Woodruff Stubblefield Survey, Abstract No. 556 in Williamson County, Texas, being a portion of the remainder of that called 101.06 acre (Tract II) described in Warranty Deed with vendor's lien to David Curtis Belt and Patricia Carol Belt, Husband and Wife, Recorded in Volume 2206, Page 720 of the Official Records of Williamson County, Texas; said 15.025 acre tract of land being more particularly described by metes and bounds in EXHIBIT "A," attached hereto and incorporated herein (**Parcel 8**);

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 FOUR HUNDRED THIRTY-THREE THOUSAND ONE HUNDRED FORTY-EIGHT and 00/100 Dollars ($433,148). The $433,148 Purchase Price consists of $338,060 for the acquisition and $95,088 for costs to cure.

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 Location. As additional consideration for this transaction, and as an obligation and agreement which shall survive Closing, Purchaser agrees to construct at its own expense one (1) driveway connection between the proposed Corridor C roadway interim improvements and the remaining property of Seller, and to provide reasonable assistance to Seller in the issuance of any permit or approval necessary for such driveway construction. This paragraph (Section 2.03) does not limit any potential future access points that may be allowed by Purchaser or other applicable regulatory jurisdiction. The driveway permitted herein shall be located according to Exhibit "B" attached hereto and incorporated herein, 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.

Edge of roadway facilities and edge of new ROW line acquired herein

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before November 30, 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

Leaseback

8.01. Exhibit "D" is incorporated herein and herewith to reflect the parties' leaseback agreement until construction begins on the Corridor C roadway improvements.

Notice

8.02. 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

8.03. 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

8.04. 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

8.05. 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

8.06. 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

8.07. Time is of the essence in this Contract.

Gender

8.08. 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

8.09. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.10. 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

8.11. 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

8.12. 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 Pages Follow)

SELLER:

By: David C Belt
David Curtis Belt

Date: 10/27/2020

Address: 1201 Patriot Way
Georgetown, Tx
78626

By: David C Belt aes POA
Patricia Carol Belt

Date: 10/27/2020

Address: Same as above

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 8

DESCRIPTION OF A 15.025 ACRE (654,465 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 101.06 ACRE (TRACT II) DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO DAVID CURTIS BELT AND PATRICIA CAROL BELT, HUSBAND AND WIFE, RECORDED IN VOLUME 2206, PAGE 720 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 15.025 ACRE (654,465 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with aluminum cap stamped "FOREST RPLS 1847" found in the existing southeasterly Right-of-Way (ROW) line of Patriot Way (C.R. 104) (variable width ROW), being the northerly corner of that called 82.94 acre (East Tract) described in Warranty Deed to River City Partners, Ltd. recorded in Document No. 2016005898 of the Official Public Records of Williamson County, Texas, same being the westerly corner of said remainder of the 101.06 acre tract;

THENCE, departing said ROW line, with the common boundary line of said remainder of the 101.06 acre tract and said 82.94 acre tract, S 27°26'56" E for a distance of 3402.55 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10199314.36, E=3154135.08 TxSPC Zone 4203) set 203.00 feet left of proposed Corridor C baseline station 142+15.69, in the proposed northerly Right-of-Way (ROW) line of Corridor C (variable width ROW), for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said 82.94 acre tract, through the interior of said remainder tract, with said proposed northerly ROW line, the following six (6) courses:

1) **N 68°37'35" E** for a distance of **357.03** feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet left of proposed Corridor C baseline station 145+72.71, for an ell corner;

2) **S 21°22'25" E** for a distance of **10.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet left of proposed Corridor C baseline station 145+72.71, for an ell corner;

3) **N 68°37'35" E** for a distance of **800.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet left of proposed Corridor C baseline station 153+72.71, for an ell corner;

4) **N 21°22'25" W** for a distance of **20.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 153+72.71, for an ell corner;

5) **N 68°37'35" E** for a distance of **447.11** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 158+19.82, for the point of beginning of a curve to the left;

6) Along said curve to the left, having a delta angle of **04°05'31"**, a radius of **1987.00** feet, an arc length of **141.91** feet and a chord which bears **N 66°34'50" E** for a distance of **141.88** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 159+76.94 in the easterly boundary line of said remainder tract, same being in the westerly boundary line of that called 172.51 acre tract of land described in Warranty Deed to Richard Charles Schmickrath and Wife, Carol Jean Schmickrath recorded in Volume 959, Page 961 of the Deed Records of Williamson County, Texas, for the northeasterly corner of the herein described tract;

7) **THENCE**, departing said proposed ROW line, with the common boundary line of said remainder tract and said 172.51 acre tract, **S 27°08'36" E** for a distance of **392.83** feet to an iron rod found, being the southeasterly corner of said remainder tract, same being the southwesterly corner of said 172.51 acre tract, same being in the ostensible survey line of said Woodruff Stubblefield Survey and the John McQueen Survey, Abstract No. 426, also being in the northerly boundary line of that called 55.2342 acre tract of land described in Warranty Deed to Thomas Dee Langston recorded in Document No. 2009047006 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described tract;

8) **THENCE**, departing said 172.51 acre tract, being the southerly boundary line of said remainder tract, same being the northerly boundary line of said 55.2342 acre tract, **S 68°35'21" W** for a distance of **857.93** feet to an axel found, being the northwesterly corner of said 55.2342 acre tract, same being the northeasterly corner of the remainder of that called 52.4 acre tract of land described in Deed to Ronny Jay Meinardus recorded in Volume 483, Page 462 of the Deed Records of Williamson County, Texas;

9) **THENCE**, continuing with the southerly boundary line of said remainder tract, same being said remainder of the 52.4 acre tract **S 68°43'43" W** for a distance of **833.09** feet to a 3/4" ID iron pipe found, being the northwesterly corner of said remainder of the 52.4 acre tract, for an angle point herein;

10) **THENCE**, continuing with said remainder of the 101.06 acre tract, same being the easterly remainder of that called 46.75 acre tract of land cited in Warranty Deed to La Miraj, Ltd recorded in Volume 2055, Page 142 of the Official Records of Williamson County, Texas and described in Volume 847, Page 898 of the Deed Records of Williamson County, Texas, **S 67°38'12" W** for a distance of **54.41** feet to a 1/2" iron rod found, being the southwesterly corner of said remainder of the 101.06 acre tract, same being the southeasterly corner of said 82.94 acre, for the southwesterly corner of the herein described tract, and from which, an iron rod with plastic cap stamped "FOREST RPLS 1847" found in the existing northeasterly ROW line of S.H. 130 (variable width ROW) bears with the common boundary line of said 82.94 acre and said easterly remainder of the 46.75 acre tract, S 68°34'43" W at a distance of 61.20 feet;

11) **THENCE**, departing said easterly remainder of the 46.75 acre tract, with the common boundary line of said remainder of the 101.06 acre tract and said 82.94 acre tract, **N 27°26'56" W** for a distance of **377.91** feet to the **POINT OF BEGINNING**, containing 15.025 acre, (654,465 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 — 3 DEC 2019
Date

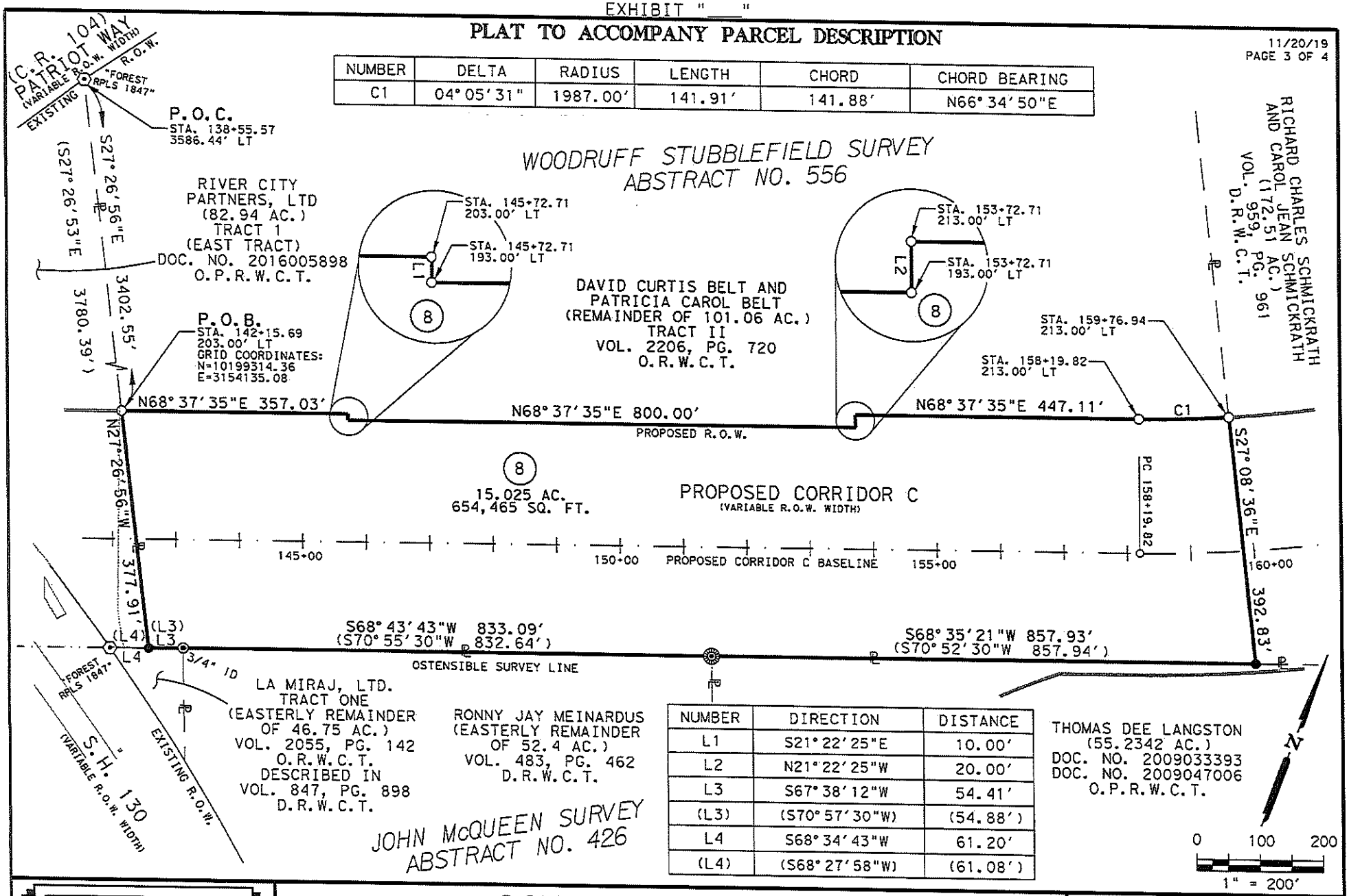
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	04°05'31"	1987.00'	141.91'	141.88'	N66°34'50"E



NUMBER	DIRECTION	DISTANCE
L1	S21°22'25"E	10.00'
L2	N21°22'25"W	20.00'
L3	S67°38'12"W	54.41'
(L3)	(S70°57'30"W)	(54.88')
L4	S68°34'43"W	61.20'
(L4)	(S68°27'58"W)	(61.08')

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

DAVID CURTIS BELT AND PATRICIA CAROL BELT

SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 8

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 8-BELT\PARCEL 8-BELT-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
℞	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.1933223-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 13, 2019, ISSUE DATE AUGUST 22, 2019.

10A. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 299, PAGE 518, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

B. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 371, PAGE 588, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

C. EASEMENT TO THE SOUTHWESTERN STATES TELEPHONE CO. RECORDED IN VOLUME 426, PAGE 79, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

D. EASEMENT GRANTED TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 563, PAGE 558, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

E. EASEMENT GRANTED TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 563, PAGE 559, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

F. TERMS, CONDITIONS, STIPULATIONS IN THE BOUNDARY AGREEMENT RECORDED IN VOUME 959, PAGE 967, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

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 3 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

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

	ACRES	SQUARE FEET
ACQUISITION	15.025	654,465
CALC/DEED AREA	101.06	4,402,174
REMAINDER AREA	86.04	3,747,709

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

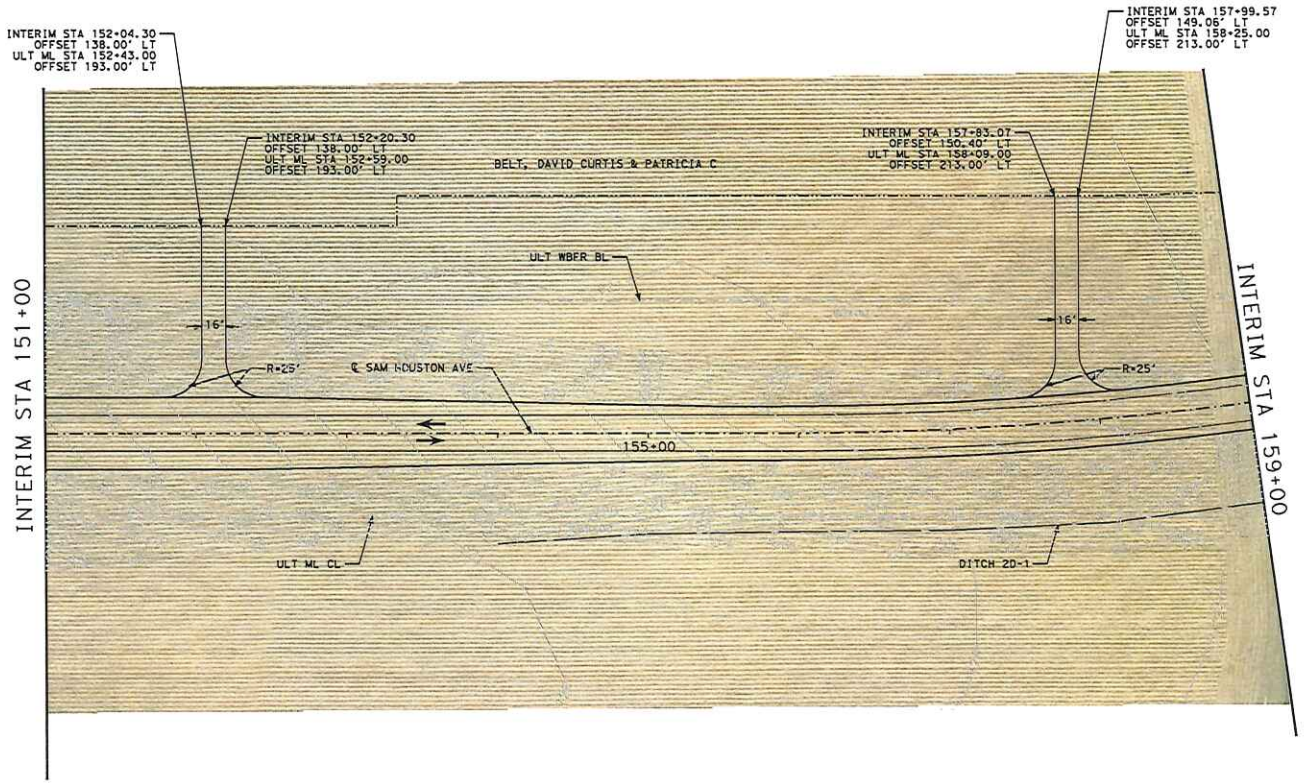
DAVID CURTIS BELT AND PATRICIA CAROL BELT

SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 8

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 8-BELT\PARCEL 8-BELT-REV.dgn

Exhibit "B"



LEGEND

→ TRAFFIC DIRECTION

PROPOSED R.O.W.

PRELIMINARY

Document Incomplete: not intended for permit, bidding or construction.

Engineer: CHRISTOPHER FOURNIER

P.E. Serial No. 123633

Date: 9/21/2020

NOTES:
1) THE EXACT LOCATION OF THE DRIVEWAYS MAY BE ADJUSTED BY THE PROPERTY OWNER PRIOR TO CONSTRUCTION. PROPERTY OWNER APPROVAL OF LOCATION IS REQUIRED BEFORE CONSTRUCTION.
2) DRIVEWAY LOCATIONS SHALL BE SEPARATED BY A MINIMUM OF 425' AND BE LOCATED BETWEEN ULT ML STA 158+81.42 AND ULT ML STA 148+51.17

WILLIAMSON COUNTY
1848

ATKINS
TBPE REG. # F-474

CORRIDOR C / 29 BYPASS
BELT DRIVEWAY EXHIBIT

SCALE: 1"=80'H

SHEET 1 OF 1

DESIGNED: CAF	F.D. NO DIV. NO.	STATE	PROJECT No.	HIGHWAY No.
CHECKED: SRL		TEXAS		CORRIDOR C
DRAWN: ALY	STATE DISTRICT	COUNTY	CONTROL No.	SECTION No.	JOB No.	SHEET No.
CHECKED: RRG	AUSTIN	WILLIAMSON				1

PLOT DRIVER: ROx11x17xColor*PDF.plt
PEN TABLE: PenTable.tbl
FILE: pw:\\SUSD036343.wsatkins.com:ATKNATX01\Documents\Roads and Bridges\Projects\100065091 Corridor C PS&E\CADD\PAVE\Belt Interim Driveway Exhibit.dgn 9/21/2020TIME: 5:03:08 PM

Exhibit "C"

Parcel 8

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 DAVID CURTIS BELT AND PATRICIA CAROL BELT, 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 15.025 acres (654,465 Sq. Ft.) tract of land in the Woodruff Stubblefield Survey, Abstract No. 556 in Williamson County, Texas, being a portion of the remainder of that called 101.06 acre (Tract II) described in Warranty Deed with vendor's lien to David Curtis Belt and Patricia Carol Belt, Husband and Wife, Recorded in Volume 2206, Page 720 of the Official Records of Williamson County, Texas; said 15.025 acre tract of land being more particularly described by metes and bounds in EXHIBIT "A," attached hereto and incorporated herein (**Parcel 8**);

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 be removed within 60 days after the date of this conveyance, or as otherwise designated by Grantee, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Corridor C.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2020.

[signature pages follow]

GRANTOR:

_____
David Curtis Belt

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by David Curtis Belt, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Patricia Carol Belt

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by Patricia Carol Belt, 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:
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

Exhibit "D"

FARM LEASE

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS FARM LEASE (the "Lease") is made and entered into by and between WILLIAMSON COUNTY, TEXAS, hereinafter referred to as "Lessor", and DAVID BELT, hereinafter referred to as "Lessee."

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of one tract of land containing approximately **15.025 acres**, more or less, situated in Williamson County, Texas, as described in Exhibits "A" (the "Premises"), subject to the following terms and conditions:

ARTICLE 1: TERM OF LEASE

The total term of this Lease shall be four (4) years, commencing on the 1st day of January, 2021 (the "Commencement Date") and terminating on the 31st day of December 2021 (the "Termination Date"), unless sooner terminated in accordance with this Lease. The four (4) separate lease periods that make up the total term of this Lease are as follows:

First Lease Period:	**January 1, 2021 to December 31, 2021 (12 months)**
Second Lease Period:	**January 1, 2022 to December 31, 2022 (12 months)**
Third Lease Period:	**January 1, 2023 to December 31, 2023 (12 months)**
Fourth Lease Period:	**January 1, 2024 to December 31, 2024 (12 months)**

ARTICLE 2: RENT; PAYMENT OF RENT

A. **Rent for First Lease Period:** Lessee agrees to pay to Lessor, as rent for the Premises, the sum of one hundred fifty dollars ($150) for the First Lease Period.

B. **Rent Adjustments Following First Lease Period:** Following the First Lease Period, the rent will be adjusted on the first day of each successive Lease Period (the "Adjustment Date") to reflect increases in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100) issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjustments in the then current rent will be determined by multiplying the rental amount paid during the First Lease Period ("Initial Base Rent") by a fraction, the numerator of which is the index number for most recently

released index before the annual anniversary date of the current Lease Period and the denominator of which is the index number for the first month of the First Lease Period. If the product is greater than the Initial Base Rent, Lessee will pay this greater amount as base rent until the next rental adjustment. The base rent for any Lease Period will never be less than the Initial Base Rent.

C. **Payment of Rent:** The payment of the total rental amount for each lease period shall be paid in two (2) separate equal installments, with the first installment being due on or before January 1st and the second installment being due on or before July 1st.

D. **Place of Payment:** All rental payments must be made payable to Lessor and be hand delivered or mailed to the address provided, in writing, to Lessee by Lessor.

ARTICLE 3: TAXES

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises and any ad valorem taxes assessed against the Premises. If any taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf. **Lessee further agrees to pay, within thirty (30) days of receiving a statement from Lessor, all taxes, assessments and governmental charges of any kind and nature whatsoever levied or assessed against the Lessor's real property (*i.e.* ad valorem taxes) and any such amount shall be deemed to be additional Rent for purposes of this Lease and Lessee's failure to pay such amounts shall constitute a default hereunder.** .

ARTICLE 4: SUBORDINATION

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any debt holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property.

ARTICLE 5: USE OF PREMISES

Lessee shall use the Premises solely for the purpose of farming, together with all other purposes and activities usually and customarily associated with a farming operation in Williamson County, Texas. Lessee agrees to not use the Premises for any purpose other than to farm the Premises, including clearing new roads, moving existing fences or erecting any new fences, or locating on the Premises any type of permanent or temporary improvement without Lessor's prior written consent. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so. Lessee may not place any other animal other than cattle on the premises. Thus, there shall be no bison or other form of livestock, including, but not limited to horses; mules; asses; sheep; goats; llamas; alpacas; exotic

livestock, including elk and elk hybrids; and hogs kept on the Premises unless otherwise consented to in writing by Lessor in advance.

ARTICLE 6: UTILITIES

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the term of this Lease, including any costs of installation and connection fees.

ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

A. To pay and provide the Rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the land and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises.

B. In relation to farming, use the highest standards of farming the Premises, employing the best methods of farming customarily practiced on in the area.

C. Construct, keep, repair and maintain all fencing, either existing or constructed during the terms of this Lease, in such manner and condition so that such fencing is sufficient and adequate to restrain cattle that Lessee may place upon the Premises.

D. Keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.

E. Lessee assumes the risk of loss on all property and all improvements, including any crops on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.

F. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the term of this Lease.

G. To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.

H. Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the local municipality, the County of Williamson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

I. In the event this Lease is terminated early by Lessor, whether such termination is for cause or convenience, Lessee shall pay Lessor any and all rents and amounts, on a pro-rata basis, which were incurred and due prior to or as of the date this Lease is terminated. If Lessee has paid any portion of the annual rental amount in advance, Lessor shall return to Lessee, on a pro-rata basis, the proportion of rents that have been prepaid for any unused portion of a lease period.

ARTICLE 8: LESSOR'S COVENANTS

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the term of this Lease, subject to the termination rights set forth herein.

ARTICLE 9: INDEMNIFICATION & INSURANCE

A. INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND

EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.

B. Insurance: In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during the Term of this Lease, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least $1,000,000.00, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during the Term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up.

Lessee shall, upon execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year.

ARTICLE 10: DEFAULTS BY LESSEE

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for ten (10) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in default and Lessor may:

A. enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or

B. may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or

immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as additional rent within five (5) calendar days after same is sent to Lessee by Lessor; or

C. terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the tenth (10^{th}) day after such notice is given (the "Termination Date") and Lessee shall within such ten (10) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any default, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

ARTICLE 11: DEFAULTS BY LESSOR

Defaults by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its default within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

ARTICLE 12: VOLUNTARY TERMINATION

Lessor or Lessee may terminate this Lease, without cause or liability, upon giving ninety (90) calendar days written notice to the other party. Upon the termination of this Lease, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all rental amounts owing as of the date of termination, on a pro-rata basis, and any other amounts that may be due hereunder as of the date of termination. In the event that Lessor exercises its right to terminate this Lease pursuant to this provision, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of a lease period.

ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

ARTICLE 14: LESSOR TO HAVE LIEN

Lessor will have a lien against all goods, equipment and other personal property of Lessee brought, stored, or kept on the Premises during the term of this Lease, in the aggregate amount of all rent, consideration, damages, and other sums that may at any time be owed by Lessee to Lessor under this Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

ARTICLE 15: RIGHT TO SELL

It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Premises, in whole or in part, at any time during the term of this Lease. If during the term of this Lease, the Premises are assigned or sold by Lessor to a third party, the Lessor or its successor may terminate this Lease by providing Lessee with its election to terminate and, in such event, Lessee shall vacate the Premises no later than one hundred eighty (180) calendar days from the date in which Lessor gives Lessee notice of its election to terminate.

ARTICLE 16: ELECTION BY LESSOR NOT EXCLUSIVE

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by Lessee shall not act to waive any other additional consideration, rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

ARTICLE 17: LIMITATIONS OF WARRANTIES

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN,

PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, STRUCTURES, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT AND CONSIDERATION TO BE PAID AND TENDERED FOR LESSEE'S USE OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

ARTICLE 18: CONDEMNATION

If during the term of this Lease, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the premises. If only a part of the premises shall be so taken or sold, but the remainder of the premises is not capable of being used for the purposes set forth herein, Lessor may terminate this Lease, without liability, at any time within forty-five (45) calendar days following such taking or sale. Any and all payments made for or arising from any such taking or for

damages to the premises resulting therefrom shall belong and be payable entirely to Lessor.

ARTICLE 19: MISCELLANEOUS PROVISIONS

A. Gender, Number and Headings. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

B. Place of Performance. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

C. Terms Inclusive. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

D. Severability. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

E. Governmental Immunity. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

F. No Assignment or Lease by Lessee. Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.

G. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

H. No Indemnification by Lessor. Lessee acknowledges and agrees that Lessor, that Lessor is not agreeing to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

I. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following address:

LESSOR: DAVID BELT
1201 Patriot Way, Georgetown, Texas 78626

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

J. Compliance with All Statutes and Regulations. Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.

K. Day. Unless otherwise specifically set forth in this Lease, a reference to a "day" shall mean a calendar day and not a business day.

L. Entire Agreement. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

(Signature Page Follows)

EXECUTED to be effective this _____ day of _____, 20_____.

Lessor:

By: _____
Printed Name: _____
Address: _____
_____, ___ _____

Lessee:

By: David Belt

Printed Name: David Belt
Address: 1201 Patriot Way
Georgetown, Texas 78626

Commissioners Court - Regular Session **67.**

Meeting Date: 11/03/2020

Line Item Transfer

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 a Line Item Transfer for Non-Departmental.

Background

Industry wide insurance premiums are rising, as well as, we have had an increase in claims during the past fiscal year. Renewal rates were not received until the last of September.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004419	Property Insurance	$22,444.61
From	0100-0409-004998	Contingencies	$239,224.24
To	0100-0409-004413	Personal Liability Insurance	$261,668.85

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	10/29/2020 11:55 AM
Budget Office	Ashlie Koenig	10/29/2020 12:15 PM
Form Started By: Melissa Goins		Started On: 10/29/2020 11:42 AM
Final Approval Date: 10/29/2020		

Meeting Date: 11/03/2020

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 258
e) Discuss the acquisition of real property for County Facilities.
f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
g) Discuss the acquisition of real property for SH 29 @ DB Wood.
h) Discuss the acquisition of real property for CR 366.
i) Discuss the acquisition of real property for N. Mays.
j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
k) Discuss the acquisition of real property for CR 111.
l) Discuss the acquisition of real property for Corridor H
m) Discuss the acquisition of real property for future SH 29 corridor.
n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
o) Discuss the acquisition of right-of-way for Corridor C.
p) Discuss the acquisition of right-of-way for Corridor F.
q) Discuss the acquisition of right-of-way for Corridor D.
r) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
s) Discuss the acquisition of right-of-way for Reagan extension.
t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
y) Discuss the acquisition of the MKT Right of Way

B. Property or Real Estate owned by Williamson County

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

a) Discuss County owned real estate containing underground water rights and interests.

b) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
c) Potential governmental uses for 8th Street downtown parking lot
d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
e) Discuss property usage at Longhorn Junction
f) Discuss sale of excess 183A right of way to abutting property owner.
g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
h) Discuss Blue Springs Boulevard
i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas

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

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

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/29/2020 10:05 AM
Form Started By: Charlie Crossfield		Started On: 10/29/2020 09:55 AM
Final Approval Date: 10/29/2020		

Commissioners Court - Regular Session **69.**

Meeting Date: 11/03/2020

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	10/29/2020 10:05 AM

Form Started By: Charlie Crossfield Started On: 10/29/2020 09:56 AM

Final Approval Date: 10/29/2020