

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
November 24, 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 – 25)

4. Discuss, consider, and take appropriate action on a line item transfer for Regional Animal Shelter Fund.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|----------------|------------------|--------------------|---------------|
| From | 0545.0545.004211 | Telephone Service | \$1000 |
| From | 0545.0545.003010 | Computer Equipment | \$652 |
| From | 0545.0545.003100 | Office Supplies | \$458.89 |
| To | 0545.0545.004419 | Property Insurance | \$2110.89 |

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

6. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, October 2020 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
7. Discuss, consider and take appropriate action on appointing Tommy Sladeczek to the Jarrell ESD #5 board to fill the vacancy left by Gary Neel. The term is to commence immediately and continue until December 31, 2021.
8. Discuss, consider and take appropriate action on appointing David Glenn to Round Rock ESD #9 board to fill the open place two position. The term is to commence immediately and continue until December 31, 2022.
9. Discuss, consider and take appropriate action on reappointing Dianne Howell, Paulette McConchie and Rochelle Hall-Schwartz to the Williamson County Child Welfare Board.
10. Discuss, consider and take appropriate action on a First Amendment to that Certain Restated and Amended Professional Services Agreement For Coronavirus Disease (COVID-19) Testing, between Williamson County, Texas and Family Emergency Room, LLC and exempting the procurement of such services from the competitive bidding requirements pursuant to Texas Local Government Code Discretionary Exemption 262.024(a)(2) - an item necessary to preserve the health and safety of the residents of Williamson County.
11. Discuss, consider and take appropriate action on a Professional Services Agreement For Coronavirus Disease (COVID-19) Vaccination Services, between Williamson County, Texas and Family Emergency Room, LLC and exempting the procurement of such services from the competitive bidding requirements pursuant to Texas Local Government Code Discretionary Exemption 262.024(a)(2) - an item necessary to preserve the health and safety of the residents of Williamson County.
12. Discuss, consider and take appropriate action on approving the lease with Sharp Electronics Corp. for one (1) Sharp MX-6071 digital copier for the Williamson County Human Resources Department, in the amount of \$239.21 per month, pursuant to DIR Contract #DIR-CPO-4433.
13. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Web-Based Enrollment System for Williamson County under RFP #T2590.
14. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Jail Pharmaceuticals under RFP #T2585.
15. Discuss, consider and take any necessary action to ratify agreement for a higher dollar amount than what was previously approved (\$57,927.00, Oct. 20, 2020, Agenda Item #12) between Williamson County and Mobile Wireless LLC, revising to a new amount of \$64,329.80, to provide Netmotion Complete Conversion, per the terms of DIR Contract #DIR-TSO-3810 and authorizing execution of the agreement.
16. Discuss, consider and take appropriate action on approving a purchase for ServiceNow Management from Carahsoft, per quote #17800338, in the amount of \$77,527.74 per GSA Schedule No: GS-35F-119Y and authorize the execution of all associated documents.

17. Discuss, consider and take appropriate action on approving a copier lease with TLC Customized Solution for the Williamson County Expo Center, in the amount \$147.31 per month, pursuant to DIR Contract #DIR CPO-4433.
18. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #33 in the amount of \$29,511.00. This change order is being funded by owner's contingency from within the original project budget.
19. Discuss, consider and take appropriate action on a First Amended and Restated Agreement for Architectural and Engineering Services by and between Williamson County and Talex Inc., Engineers relating to Architectural and Engineering Services for Small Project Architectural Services that said firm is providing pursuant to the original Agreement for Architectural and Engineering Services dated effective January 30, 2019.
20. Discuss, consider and take appropriate action on a First Amended and Restated Agreement for Architectural and Engineering Services by and between Williamson County and KGA Architecture, Inc. relating to Architectural and Engineering Services for Small Project Architectural Services that said firm is providing pursuant to the original Agreement for Architectural and Engineering Services dated effective January 30, 2019.
21. Discuss, consider and take appropriate action on a First Amended and Restated Agreement for Architectural and Engineering Services by and between Williamson County and MWM Design Group, Inc. relating to Architectural and Engineering Services for Small Project Architectural Services that said firm is providing pursuant to the original Agreement for Architectural and Engineering Services dated effective January 30, 2019.
22. Discuss, consider and take appropriate action on a First Amended and Restated Agreement for Architectural and Engineering Services by and between Williamson County and Reliance Architecture Inc. relating to Architectural and Engineering Services for Small Project Architectural Services that said firm is providing pursuant to the original Agreement for Architectural and Engineering Services dated effective January 19, 2019.
23. Discuss, consider and take appropriate action on a First Amended and Restated Agreement for Architectural and Engineering Services by and between Williamson County and Steinbomer & Associates, Architects, Inc. relating to Architectural and Engineering Services for Small Project Architectural Services that said firm is providing pursuant to the original Agreement for Architectural and Engineering Services dated effective January 20, 2019.
24. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Engineering Services for CR 255/CR 289 from CR 254 to Ronald Reagan BLVD for Williamson County under RFQ #T2448. Funding source is P546.

25. Discuss, consider and take appropriate action on approval of the final plat for the Mesa Vista Ranch Phase 2 subdivision – Precinct 2.

REGULAR AGENDA

26. Discuss, consider and take any necessary action to approve order for funding interment by cremation of deceased (Louie A. Chester) who died in Precinct No. 4 of Williamson County, TX pursuant to Tex. Health & Safety Code §§ 711.002(e)(1) & (2).
27. Discuss, consider, take appropriate action and hear a presentation on We Are Blood - COVID-19 Convalescent Plasma (CCP).
28. 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.
29. Discuss, consider and take appropriate action on the Fiscal Year 2021 Animal Shelter Donation Fund.
30. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the District Attorney's Office from State Judiciary Apportionment Funds.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|------------------|-----------------------------|------------|
| | 0100.0000.335602 | Dist Atty Salary Supplement | \$7,500.00 |

31. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Attorney's Office from State Judiciary Apportionment Funds.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|------------------|--------------------------|------------|
| | 0100.0440.001940 | Apportionment Supplement | \$6,138.50 |
| | 0100.0440.002010 | FICA | \$469.58 |
| | 0100.0440.002020 | Retirement | \$891.92 |

32. 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.
33. Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the Southeast Loop (Corridor E1) contract between Williamson County and Rodriguez Transportation Group, Inc. (RTG) relating to the 2019 Road Bond Program. Project: P463. Fund Source: Road Bonds.
34. Discuss, consider and take appropriate action on a relocation claim for moving expenses with Brian and Tina Miller (Parcel 12) in relation to the right of way acquisition for the Southeast Loop project. Funding Source: Road Bonds P463

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)."

35. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
- A. Real Estate Owned by Third Parties
- Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
- a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
 - b) Discuss the acquisition of real property for CR 176 at RM 2243
 - c) Discuss the acquisition of real property: O'Connor Signal Project
 - d) Discuss the acquisition of real property: CR 278
 - e) Discuss the acquisition of real property for County Facilities.
 - f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
 - g) Discuss the acquisition of real property for SH 29 @ DB Wood.
 - h) Discuss the acquisition of real property for CR 366.
 - i) Discuss the acquisition of real property for N. Mays.
 - j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
 - k) Discuss the acquisition of real property for CR 111.
 - l) Discuss the acquisition of real property for Corridor H
 - m) Discuss the acquisition of real property for future SH 29 corridor.
 - n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
 - o) Discuss the acquisition of right-of-way for Corridor C.
 - p) Discuss the acquisition of right-of-way for Corridor F.
 - q) Discuss the acquisition of right-of-way for Corridor D.

- r) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
- s) Discuss the acquisition of right-of-way for Reagan extension.
- t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
- u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
- v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
- x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
- y) Discuss the acquisition of the MKT Right of Way
- B. Property or Real Estate owned by Williamson County
 - Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
 - a) Discuss County owned real estate containing underground water rights and interests.
 - b) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
 - c) Potential governmental uses for 8th Street downtown parking lot
 - d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
 - e) Discuss property usage at Longhorn Junction
 - f) Discuss sale of excess 183A right of way to abutting property owner.
 - g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
 - h) Discuss Blue Springs Boulevard
 - i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
- D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
- E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

36. 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

37. 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) Case Number 1:20-cv-01068-LY; *Javier Ambler, Sr., et al. v. Williamson County, Texas*, , In the United States District Court for the Western District of Texas, Austin Division.
 - 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).

z) Claim of the Estate of Okey Floyd Jones, Sr.

- 38.** 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)

- 39.** Discuss and take appropriate action concerning economic development.
- 40.** Discuss and take appropriate action concerning real estate.
- 41.** 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.
 - 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) Case Number 1:20-cv-01068-LY; *Javier Ambler, Sr., et al. v. Williamson County, Texas*, , In the United States District Court for the Western District of Texas, Austin Division.
- 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).
- z) Claim of the Estate of Okey Floyd Jones, Sr.

- 42.** 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.
- 43.** 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 20th day of November 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:** 11/24/2020

Animal Shelter Line Item Transfer

Submitted For: Misty Valenta**Submitted By:** Misty Valenta, Animal Services**Department:** Animal Services**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for Regional Animal Shelter Fund.

Background

Property and Inland Marine Lee Insurance increased in price as of October 1, 2020 and requires additional funding in Property Insurance Line 01.0545.0545.4419. The line is short \$2110.89. We are requesting moving \$1,000 from 01.0545.0545.4211 (telephone service), \$652 from 01.0545.0545.3010 (computer equipment), and \$458.89 from 01.0545.0545.3100 (office supplies) to cover the deficit.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|------------------|--------------------|-----------|
| From | 0545.0545.004211 | Telephone Service | \$1000 |
| From | 0545.0545.003010 | Computer Equipment | \$652 |
| From | 0545.0545.003100 | Office Supplies | \$458.89 |
| To | 0545.0545.004419 | Property Insurance | \$2110.89 |

Attachments

Property Insurance

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Misty Valenta

Final Approval Date: 11/17/2020

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

11/17/2020 08:32 AM

11/17/2020 08:36 AM

Started On: 11/16/2020 04:40 PM



INSURANCE AGENCY

EST. 1952

8727 FM 1960 Rd E
Humble, TX 77346

Phone: (281) 812-8400

Invoice # 1618

Page 1 of 1

Account Number

Date

WILLCOU-01

10/8/2020

BALANCE DUE ON

10/1/2020

AMOUNT PAID

Amount Due

\$328,442.00

**Heather Kirkwood
Williamson County
100 Wilco Way Suite HR101
Georgetown, TX 78626**

Property

PolicyNumber: H-630-8N138384-IND-20

Effective: 10/1/2020 to 10/1/2021

| Item # | Trans Eff Date | Due Date | Trans | Description | Amount |
|--------|----------------|-----------|-------|---|--------------|
| 40522 | 10/1/2020 | 10/1/2020 | RENB | Renewal of Property Effective 10/01/2020 | \$314,481.00 |
| 40523 | 10/1/2020 | 10/1/2020 | RENB | Renewal of Inland Marine Effective 10/01/2020 | \$13,961.00 |

Total Invoice Balance:

\$328,442.00

Thank you for your business!

Commissioners Court - Regular Session**5.****Meeting Date:** 11/24/2020

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**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kayla Marek

Final Approval Date: 11/19/2020

Reviewed By

Rebecca Clemons

Andrea Schiele

Date

11/19/2020 08:47 AM

11/19/2020 08:54 AM

Started On: 11/19/2020 08:33 AM

| Department | Position | Emp Num | Current Annual Salary | Merit % | Lumpsum Merit | Pay Proposal Reason | Effective Date of Change |
|--------------------|-----------------------------|------------|--------------------------|---------|------------------|------------------------|-----------------------------|
| 911 Communications | TCO Specialist.0156.001100. | 13702 | \$ 50,936.43 | 2.00% | \$ 1,018.72 | MERIT | 27-Nov-20 |

| | | | | (TO) | (FROM) |
|--------|------|------|--------|---------|---------|
| entity | fund | dept | object | dr | cr |
| 01 | 0100 | 0581 | 001100 | 1018.72 | |
| 01 | 0100 | 0581 | 002010 | 77.93 | |
| 01 | 0100 | 0581 | 002020 | 148.33 | |
| 01 | 0100 | 8004 | 001130 | | 1018.72 |
| 01 | 0100 | 8004 | 002010 | | 77.93 |
| 01 | 0100 | 8004 | 002020 | | 148.33 |

| Department Number and Name | 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 | 1162 | 15002 | \$47,000.00 | N/A | \$56,809.73 | \$55,351.44 | \$1,458.29 | N/A | Reallocation of position budget to facilitate external hire at base+15% max as allowed by policy. Surplus salary moving to PCN 1169 | 11/27/2020 |
| 0576-Juv Svcs | 1169 | vacant | N/A | N/A | \$46,360.43 | \$47,816.08 | N/A | \$1,458.29 | Reallocation of position budget to facilitate external hire at base+15% max as allowed by policy. Surplus salary from PCN 1162 | 11/27/2020 |
| 0560 Sheriff's Office | 1276 | vacant | N/A | N/A | \$74,661.50 | \$57,931.36 | \$16,730.14 | N/A | Reallocation of position budget from position 1276 to position 1413, making max step to fill L3.18 | 11/27/2020 |
| 0560 Sheriff's Office | 1413 | vacant | N/A | N/A | \$68,741.96 | \$85,472.10 | N/A | \$16,730.14 | Reallocation of position budget to accommodate tenure promotion to L3.18 | 11/27/2020 |
| 0560 Sheriff's Office | 1868 | vacant | N/A | N/A | \$64,997.34 | \$62,733.16 | \$2,264.18 | N/A | Reallocation of position funds from position 1868 to position 1342 and position 1269 | 11/27/2020 |
| 0560 Sheriff's Office | 1342 | 15270 | N/A | N/A | \$57,715.74 | \$58,870.23 | N/A | \$1,154.49 | Reallocation of position funds to correct position budget. Surplus salary from PCN 1868 | 11/27/2020 |
| 0560 Sheriff's Office | 1269 | 14854 | N/A | N/A | \$55,474.54 | \$56,584.23 | N/A | \$1,109.69 | Reallocation of position funds to correct position budget. Surplus salary from PCN 1868 | 11/27/2020 |

| | | | | | | | | | | |
|---------------------------|------|--------|-----|-----|-------------|-------------|------------|------------|---|------------|
| 0210 Unified Road Systems | 1526 | vacant | N/A | N/A | \$42,224.76 | \$40,824.76 | \$1,400.00 | N/A | Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary moving to PCN 1519 | 11/27/2020 |
| 0210 Unified Road Systems | 1519 | vacant | N/A | N/A | \$35,500.00 | \$36,900.00 | N/A | \$1,400.00 | Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1526 | 11/27/2020 |

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session**6.****Meeting Date:** 11/24/2020

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

Background

Fiscal Impact

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

Attachments

Oct 2020

Form Review**Inbox****Reviewed By****Date**

County Judge Exec Asst.

Andrea Schiele

11/19/2020 11:07 AM

Form Started By: Veronica Bolander

Started On: 11/19/2020 10:06 AM

Final Approval Date: 11/19/2020

**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 October 2020.**

Stacy Hackenberg

**STACY HACKENBERG
JUSTICE OF THE PEACE
PRECINCT FOUR**

APPROVED

By Stacy Hackenberg at 8:54 am, Nov 19, 2020



Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 10/01/2020 - 10/31/2020 Case Categories: All
Locations: JP4

| Final Totals | | Fee Totals | Transaction Totals |
|--------------------------------------|--------------------------------|------------|--------------------|
| Total Payments | | 21,367.14 | 21,367.14 |
| Total Adjustments Impacting Payments | | (211.00) | (211.00) |
| Final Fee Code Totals | | 21,156.14 | 21,156.14 |
| Tender Method Summary | | | |
| Tender Types | Cashier's Check | 116.00 | 116.00 |
| | Certified Payments Credit Card | 7,458.39 | 7,458.39 |
| | Check | 2,027.00 | 2,027.00 |
| | E-File Credit Card | 10,115.75 | 10,115.75 |
| | Money Order | 1,650.00 | 1,650.00 |

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 10/01/2020 - 10/31/2020 Case Categories: All
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 | 508.16 |
| 01-0100-0000-209700 - JP COURTS-REFUNDS | L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds | 67.00 |
| 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 | 4,368.34 |
| 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 | 4,310.00 |
| 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 | 220.46 |
| 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 | 4.91 |
| 01-0100-0000-351304 - FINES, JP PCT-4 | L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4 | 2,595.62 |
| 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 | 805.00 |
| 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 | 398.02 |
| 0100 - General Fund Total: | | 13,277.51 |
| 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 | 21.40 |
| 0361 - JP Security Fund Total: | | 21.40 |
| 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 | 26.79 |
| 0369 - JP-4 Truancy Program Fund Total: | | 26.79 |
| 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 | 21.42 |
| 0372 - Justice Court Technology Fund Total: | | 21.42 |

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 10/01/2020 - 10/31/2020 Case Categories: All
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 | 1,610.00 |
| 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 | 10.69 |
| 01-0399-0000-208160 - CCC FEES DUE TO STATE COMP | L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs | 214.16 |
| 01-0399-0000-208165 - CCC 01.2020 Fee's Due to State | L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3 | 1,762.68 |
| 01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE | L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee | 21.42 |
| 01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE | L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund | 32.12 |
| 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 | 82.62 |
| 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 | 0.27 |
| 01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE | L-004-4-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee | 56.62 |
| 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 | 1,133.65 |
| 01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST | L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee | 10.70 |
| 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 | 966.00 |
| 01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO | L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines | 1,121.83 |
| 01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE | L-004-4-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment | 36.26 |
| 0399 - State Agency Fund Total: | | 7,059.02 |
| JP BOND | | |
| 01-0100-0000-207008 - JP4 Bond Liability Account | L-004-4-01-02-00002: JP4 Registry Bond Account Liability | 750.00 |
| JP BOND Total: | | 750.00 |
| Fee Totals for All Funds: | | 21,156.14 |

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 10/01/2020 - 10/31/2020 Case Categories: All
Locations: JP4

| Fee Code Summary | | | | | | | | | |
|------------------|---|----------|--------|----------------------|--------|----------------------|--------|----------|--------|
| Code Word | Description | Gross | | Positive Adjustments | | Negative Adjustments | | Net | |
| | | Amount | Number | Amount | Number | Amount | Number | Amount | Number |
| 2020AFDPS | Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e) | 86.32 | 18 | 0.00 | 0 | (5.00) | 1 | 81.32 | 19 |
| 2020AFSO | Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e) | 60.84 | 13 | 0.00 | 0 | 0.00 | 0 | 60.84 | 13 |
| 2020CCC | State Cons Court Cost LGC 133.102(a)(3) | 1,824.68 | 31 | 0.00 | 0 | (62.00) | 1 | 1,762.68 | 32 |
| 2020DSCM | Driving Safety Course Mandatory CCP 45.0511(f)(1) | 62.64 | 7 | 0.00 | 0 | 0.00 | 0 | 62.64 | 7 |
| 2020LCCC-C | LOCAL Consolidated Court Cost LGC 134.103(a) | 412.02 | 31 | 0.00 | 0 | (14.00) | 1 | 398.02 | 32 |
| 2020LTF | Local Traffic Fine (TC 542.403) | 65.78 | 26 | 2.22 | 1 | (3.00) | 1 | 65.00 | 28 |
| 2020STF | State Traffic Fine (TC 542.4031) | 1,096.58 | 26 | 37.07 | 1 | (50.00) | 1 | 1,083.65 | 28 |
| AFDPS | Arrest Fee - DPS (CCP 102.011) | 1.30 | 1 | 0.00 | 0 | 0.00 | 0 | 1.30 | 1 |
| AFHISD | Hutto ISD PD - JP4 Conversion | 5.00 | 1 | 0.00 | 0 | 0.00 | 0 | 5.00 | 1 |
| AFSO | Arrest Fee - Sheriff's Office (CCP 102.011) | 20.46 | 6 | 0.00 | 0 | 0.00 | 0 | 20.46 | 6 |
| CB | Cash Bond | 750.00 | 4 | 0.00 | 0 | 0.00 | 0 | 750.00 | 4 |
| CCC | Consolidated Court Costs [Loc. Gov't Code, 133.102] | 214.16 | 8 | 0.00 | 0 | 0.00 | 0 | 214.16 | 8 |
| CCOP | Civil Copies | 4.75 | 3 | 0.00 | 0 | 0.00 | 0 | 4.75 | 3 |
| CERT | Certified Copy | 2.00 | 1 | 0.00 | 0 | 0.00 | 0 | 2.00 | 1 |
| CFINE | County Fine | 2,711.91 | 31 | 0.00 | 0 | (116.29) | 2 | 2,595.62 | 33 |
| CHS | Courthouse Security Fee (CCP 102.017) | 16.06 | 8 | 0.00 | 0 | 0.00 | 0 | 16.06 | 8 |
| CHSJC | JP Security Fee (CCP 102.017) | 5.34 | 8 | 0.00 | 0 | 0.00 | 0 | 5.34 | 8 |
| CJS | Criminal Judicial Support Fee (LGC 103.105) | 32.12 | 8 | 0.00 | 0 | 0.00 | 0 | 32.12 | 8 |
| COLLFEE | Collection Agency Fee | 508.16 | 6 | 0.00 | 0 | 0.00 | 0 | 508.16 | 6 |
| CONT4 | Constable Service Fee Pct #4 | 3,710.00 | 38 | 0.00 | 0 | 0.00 | 0 | 3,710.00 | 38 |
| CRFEEOVER | Criminal Overpayment Fee | 67.00 | 1 | 0.00 | 0 | 0.00 | 0 | 67.00 | 1 |
| DDF | Deferred Disposition Fee | 50.00 | 1 | 0.00 | 0 | 0.00 | 0 | 50.00 | 1 |
| EFF | Electronic Filing Fee | 1,610.00 | 161 | 0.00 | 0 | 0.00 | 0 | 1,610.00 | 161 |
| IDF | Indigent Defense Fee (LGC 133.107) | 10.70 | 8 | 0.00 | 0 | 0.00 | 0 | 10.70 | 8 |
| ISF | Indigent Legal Services Fee | 966.00 | 161 | 0.00 | 0 | 0.00 | 0 | 966.00 | 161 |
| JCF | Civil Filing Fee | 3,900.00 | 156 | 0.00 | 0 | 0.00 | 0 | 3,900.00 | 156 |
| JCTF | Judicial/Court Training Fee Due to State | 805.00 | 161 | 0.00 | 0 | 0.00 | 0 | 805.00 | 161 |
| JCTF | Justice Court Technology Fee (CCP 102.0173) | 21.42 | 8 | 0.00 | 0 | 0.00 | 0 | 21.42 | 8 |
| JFR | Jury Reimbursement Fee (CCP 102.0045) | 21.42 | 8 | 0.00 | 0 | 0.00 | 0 | 21.42 | 8 |
| JTP | Juvenile Truancy Program (CCP 102.0174) | 26.79 | 8 | 0.00 | 0 | 0.00 | 0 | 26.79 | 8 |

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 10/01/2020 - 10/31/2020 Case Categories: All
Locations: JP4

| Fee Code Summary | | | | | | | | | |
|-------------------------|---|-----------|--------|----------------------|--------|----------------------|--------|-----------|--------|
| Code Word | Description | Gross | | Positive Adjustments | | Negative Adjustments | | Net | |
| | | Amount | Number | Amount | Number | Amount | Number | Amount | Number |
| JURY | Jury Fee | 44.00 | 2 | 0.00 | 0 | 0.00 | 0 | 44.00 | 2 |
| MVF | Moving Violation Fee (CCP 102.022) | 0.27 | 4 | 0.00 | 0 | 0.00 | 0 | 0.27 | 4 |
| SCFF | Small Claims Filing Fee | 125.00 | 5 | 0.00 | 0 | 0.00 | 0 | 125.00 | 5 |
| SFMCWV | State Fine - Motor Carrier Weight Violation | 1,121.83 | 2 | 0.00 | 0 | 0.00 | 0 | 1,121.83 | 2 |
| STF | State Traffic Fee (TC 542.4031) | 56.62 | 3 | 0.00 | 0 | 0.00 | 0 | 56.62 | 3 |
| STFS | State Traffic Fine Due To State (HB2048) | 50.00 | 1 | 0.00 | 0 | 0.00 | 0 | 50.00 | 1 |
| TFC | Traffic | 8.65 | 4 | 0.00 | 0 | 0.00 | 0 | 8.65 | 4 |
| TP | Time Payment Fee | 11.70 | 2 | 0.00 | 0 | 0.00 | 0 | 11.70 | 2 |
| TPC | Time Payment Fee - County | 4.91 | 3 | 0.00 | 0 | 0.00 | 0 | 4.91 | 3 |
| TPDF | Truancy Prevention and Diversion Fund - JP4 eDoc Conversion | 10.69 | 8 | 0.00 | 0 | 0.00 | 0 | 10.69 | 8 |
| TPS | Time Payment Fee - State | 24.56 | 3 | 0.00 | 0 | 0.00 | 0 | 24.56 | 3 |
| WARC4 | Warrant Fee - Constable Pct. 4 | 220.46 | 6 | 0.00 | 0 | 0.00 | 0 | 220.46 | 6 |
| WPOSS | Writ of Possession | 20.00 | 4 | 0.00 | 0 | 0.00 | 0 | 20.00 | 4 |
| WSF4 | JP4 - Writ Service Fee | 600.00 | 4 | 0.00 | 0 | 0.00 | 0 | 600.00 | 4 |
| Fee Code Summary Totals | | Gross | | Positive Adjustments | | Negative Adjustments | | Net | |
| | | Amount | Number | Amount | Number | Amount | Number | Amount | Number |
| | | 21,367.14 | 999 | 39.29 | 2 | (250.29) | 7 | 21,156.14 | 1,008 |

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 10/01/2020-10/31/2020

| | <u>DR</u> | <u>CR</u> | <u>GL Code</u> | <u>GL Description</u> | <u>ALLOCATION %</u> |
|---|-----------|-----------|---------------------|---|---------------------|
| Local CCC-Class C | | \$398.02 | 99-9999-9999-000003 | Local CCC-Class C Due to County | |
| Court Security Fee | \$139.31 | | 01.0361.0000.341154 | COURTHOUSE SECURITY FEES | 35.000000% |
| Local Truancy Prevention & Diversion Fund Fee | \$142.15 | | 01.0369.0000.370000 | Local Truancy Prevention & Diversion Fund Fee | 35.714300% |
| Justice Court Technology Fund | \$113.72 | | 01.0372.0000.341144 | Justice Court Technology Fund | 28.571400% |
| County Jury Fund Fee | \$2.84 | | 01.0100.0000.342853 | County Jury Fund Fee | 0.714300% |
| Percentage Distribution Total: | \$398.02 | \$398.02 | | | 100.000000% |
| Collected | \$398.02 | | | | |

Commissioners Court - Regular Session**7.****Meeting Date:** 11/24/2020

Tommy Sladeczek ESD 5 Appointment

Submitted For: Valerie Covey**Submitted By:** Debra Babcock,
Commissioner
Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on appointing Tommy Sladeczek to the Jarrell ESD #5 board to fill the vacancy left by Gary Neel. The term is to commence immediately and continue until December 31, 2021.

Background

Fiscal Impact

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

Attachments

Tommy Sladeczek ESD 5

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Debra Babcock

Final Approval Date: 11/19/2020

Reviewed By

Andrea Schiele

Date

11/19/2020 11:35 AM

Started On: 11/19/2020 11:00 AM

September 8, 2020

To Whom It May Concern,

My name is Tommy Sladeczek and I was born in Williamson County and have resided here for the past 67 years. My wife and I have three grown children who with their families reside in Williamson County also.

I have been an employee of Eagle Bank for the past 47 years. I have held several officer positions with the bank and served as President of the bank for 22 years. I currently am the Senior Vice President and Branch Manager of the Jarrell location of Eagle Bank, a Branch of Round Top State Bank. I also served as a Director of the Bank and currently am an Advisory Director.

I currently serve on the City of Jarrell's Economic Development Committee as Treasurer. I also serve as the Financial Council Chairman at Holy Trinity Catholic Church.

Some of my past involvements in different organizations are:

Member- Jarrell ISD School Board

Director- Jarrell Chamber of Commerce

Director- Moravian Musical & Educational Association

Director and Chairman of the Board- Catholic Life Insurance, San Antonio, Tx.

I would like the opportunity to serve on the ESD#5 board as I feel that with the growth coming to the Jarrell area that the district will need individuals that can help the district in providing needed protection to people that it serves. I feel that I am qualified to help with the financial guidance of the district as it moves forward with this anticipated growth.

Sincerely,



Tommy Sladeczek

Commissioners Court - Regular Session**8.****Meeting Date:** 11/24/2020

David Glenn ESD 9 Appointment

Submitted For: Valerie Covey**Submitted By:** Debra Babcock,
Commissioner
Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on appointing David Glenn to Round Rock ESD #9 board to fill the open place two position. The term is to commence immediately and continue until December 31, 2022.

Background

David Glenn is a strategist for Deloitte Consulting. He has had P&L responsibilities for a \$2.9 billion product line. He has helped to fund and manage five start-up companies including financial and staffing responsibilities. He has built entire organizations and departments of teams ranging from 35 people to over 250, and is currently a consultant to three state governments as well as a DOD client.

David has served as the Treasurer for Vista Oaks HOA and subsequently served as the Board President for Vista Oaks HOA. He is a long term resident of Round Rock/Vista Oaks and a father of four children, and is deeply motivated to support his community. Having extensive leadership, management and financial responsibilities he believes he can contribute by his experience to help ESD 9 continuously grow and develop its capabilities to serve the community.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Debra Babcock

Final Approval Date: 11/19/2020

Reviewed By

Andrea Schiele

Date

11/19/2020 11:41 AM

Started On: 11/19/2020 11:16 AM

Commissioners Court - Regular Session**9.****Meeting Date:** 11/24/2020

Reappointment to Williamson County Child Welfare Board

Submitted For: Bill Gravell**Submitted By:** Andrea Schiele, County Judge**Department:** County Judge**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on reappointing Dianne Howell, Paulette McConchie and Rochelle Hall-Schwartz to the Williamson County Child Welfare Board.

Background

These reappointments are for a 3-year term beginning October 2020 to September 2023.

Fiscal Impact

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

Attachments

WCCWB Letter

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 11/19/2020

Reviewed By

Andrea Schiele

Date

11/19/2020 01:26 PM

Started On: 11/19/2020 12:47 PM



November 11, 2020

Judge Bill Gravell Jr.
Williamson County Courthouse
710 Main Street, Suite 101
Georgetown, TX 78626

The Honorable Bill Gravell and Williamson County Commissioners,

As I believe you are aware, Rebecca O'Bryan-Lieb stepped down as the President of the Williamson County Child Welfare Board last month. I am very honored to be newly appointed as the president of the board. While I have only been a member of the board a short time, during my tenure with Child Protective Services, I had the opportunity to be acquainted with this board and their great work for over 20 years. It is a true privilege to be able to serve with this very dedicated group of women.

I am sad to let you know that former President Rebecca O'Bryan-Lieb and Board Member Amanda Bradley have both resigned from the board due to family responsibilities.

It has also come to my attention that we have three board members that were due for reappointment in fiscal year 2020. As such, I am requesting the Commissioner's Court approve the reappointment of Dianne Howell, Paulette Mcconchie and Rochelle Hall-Schwartz to the Williamson County Child Welfare Board for another three-year term, October 2020 to September 2023. Each of these ladies actively engages with the board in the support of Williamson County children in foster care.

Please place the request for the reappointment of Ms. Howell, Ms. Mcconchie and Ms. Hall-Schwartz to the board on your agenda at your earlier convenience. If you have any questions, please do not hesitate to contact me.

Thank you for your support of the board and the privilege you afford us to support Williamson County children in foster care.

Respectfully submitted,

Kim Gibbons
WCCWB President
512-415-9609
kimgibbons@gmail.com

Commissioners Court - Regular Session**10.****Meeting Date:** 11/24/2020

FEM Testing Amd 2

Submitted For: Bill Gravell**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a First Amendment to that Certain Restated and Amended Professional Services Agreement For Coronavirus Disease (COVID-19) Testing, between Williamson County, Texas and Family Emergency Room, LLC and exempting the procurement of such services from the competitive bidding requirements pursuant to Texas Local Government Code Discretionary Exemption 262.024(a)(2) - an item necessary to preserve the health and safety of the residents of Williamson County.

Background

To continue testing until December 30, 2020, it has become necessary to amend the current agreement with Family Emergency Room, LLC in order to add an additional \$100,000.00 of funding to the current not to exceed funding amount of \$350,000.00 for a new total not to exceed funding amount of \$450,000.00.

Fiscal Impact

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

Attachments

Amd FEM Testing - Funding Increase

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 11/19/2020

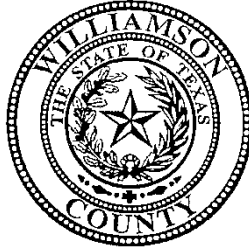
Reviewed By

Andrea Schiele

Date

11/19/2020 09:10 AM

Started On: 11/18/2020 08:41 AM



**FIRST AMENDMENT TO
WILLIAMSON COUNTY
RESTATED AND AMENDED
PROFESSIONAL SERVICES AGREEMENT
FOR
CORONAVIRUS DISEASE (COVID-19) TESTING**

THIS FIRST AMENDMENT TO THAT CERTAIN RESTATED AND AMENDED PROFESSIONAL SERVICES AGREEMENT FOR CORONAVIRUS DISEASE (COVID-19) TESTING, hereinafter “First Amendment”, is entered into effective as of the date of the last party’s execution hereof, between **Williamson County, Texas**, a body corporate and politic under the laws of the State of Texas, hereinafter “County”, and **Family Emergency Room, LLC**, hereinafter “Provider”.

RECITALS

WHEREAS, County and Provider executed that certain agreement entitled Restated and Amended Professional Services Agreement for Coronavirus Disease (COVID-19) Testing dated June 30, 2020 (“Restated Agreement”), which was extended thereafter until December 30, 2020 pursuant to an Agreement to Extend Williamson County Restated and Amended Professional Services Agreement for Coronavirus Disease (COVID-19) Testing dated effective June 30, 2020;

WHEREAS, it has become necessary to amend the Restated Agreement in order to add an additional \$100,000.00 of funding to the current not to exceed funding amount of \$350,000.00 for a new total not to exceed funding amount of \$450,000.00;

NOW, THEREFORE, premises considered, County and Provider agree that the Restated Agreement is amended as follows:

AGREEMENTS

1. Section IV., Paragraph (A) of the Restated Agreement shall be amended as follows:

Costs. Provider shall bill and County shall pay \$125.00 per test in exchange for the services and costs associated with the services provided by Provider pursuant to this Agreement. The total amount to be paid to Provider hereunder shall not exceed

\$450,000.00 during the term of this Agreement unless the parties agree, in writing, to increase the said not-to-exceed amount prior to the expiration of this Agreement.

2. Each party represents and warrants that it has due power and lawful authority to execute and deliver this First Amendment and to perform its obligations under the Restated Agreement; and, furthermore, the Agreement and this First Amendment are the valid, binding and enforceable obligations of such party.
3. All other terms of the Restated Agreement and any prior amendments and extensions thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

PROVIDER:

Family Emergency Room, LLC

By: _____

Printed Name: _____ Henry Higgins

Representative
Capacity: _____ CEO

Date: _____ November 17th, 2020

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Representative
Capacity: As Presiding Officer of Williamson County Commissioners Court

Date: _____, 20____

Commissioners Court - Regular Session**11.****Meeting Date:** 11/24/2020

Professional Services Agreement For Coronavirus Disease (COVID-19) Vaccination Services

Submitted By: Michael Shoe, Emergency Management**Department:** Emergency Management**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a Professional Services Agreement For Coronavirus Disease (COVID-19) Vaccination Services, between Williamson County, Texas and Family Emergency Room, LLC and exempting the procurement of such services from the competitive bidding requirements pursuant to Texas Local Government Code Discretionary Exemption 262.024(a)(2) - an item necessary to preserve the health and safety of the residents of Williamson County.

Background

The Office of Emergency Management would like to contract with Family Emergency Room, LLC to provide the COVID vaccine to select people within the county and its municipalities.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Michael Shoe

Final Approval Date: 11/19/2020

Reviewed By

Andrea Schiele

Date

11/19/2020 10:15 AM

Started On: 11/19/2020 09:32 AM

Commissioners Court - Regular Session**12.****Meeting Date:** 11/24/2020

Sharp copier for HR

Submitted By: Kerstin Hancock, 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) Sharp MX-6071 digital copier for the Williamson County Human Resources Department, in the amount of \$239.21 per month, pursuant to DIR Contract #DIR-CPO-4433.

Background

Approval of this lease will support the operations of the Williamson County Human Resources office. New lease term is 60 months effective 1/1/2021. Includes 1 machine at \$239.21 per month; overages on 5,000 black copies will be billed at \$0.008 each and 1,000 color copies will be billed \$0.050 each. Lease includes delivery, installation, training, parts, labor, toner and staples. The expenditure will be charged 50/50 between 01.0885.0886.004621 and 01.0100.0402.004621. Department contact is Malea Schmitt.

Fiscal Impact

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

Attachments

quote

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 11/19/2020

Reviewed By

Randy Barker

Andrea Schiele

Date

11/19/2020 09:48 AM

11/19/2020 10:26 AM

Started On: 11/18/2020 10:51 AM

SHARP ELECTRONICS CORPORATION

STATE OF TEXAS DIR-CPO-4433 QUOTE

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

| | |
|-----------|----------|
| Date: | 06/30/20 |
| Quote No: | WCTAC |

| | |
|-----------------------------------|-----------------------------------|
| Customer Name/Invoice Address: | Delivery Address: |
| Williamson County Human Resources | Williamson County Human Resources |
| 100 Wilco Way HR101 | 100 Wilco Way HR101 |
| Georgetown, TX 78626 | Georgetown, TX 78626 |
| | |

| | | | |
|---|--------------------------|--|--|
| Contact Name | Malea Schmitt | Phone: | |
| | | E-Mail: | Malea.Schmitt@wilco.org |
| SHARP Business Systems, M.D. Leonard | Quoting SBS Office: | SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL | |
| Dealer Authorized Signature <i>M. Leonard 10/09/20</i> | Installing Sharp Dealer: | SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL | |

| Item | Description | QTY | Price/ Mo. | Total/ Mo. |
|-----------------------------------|---|-----|---------------|------------|
| 1 | <p>Sharp MX-6071, 60ppm Networked Color Digital Copier w/ 150 Sheet Single pass Doc. Feed. and one 550 sheet paper drawer</p> <p>MX-DE26N, Stand w/ two 550 Sheet paper Drawers (3 total)</p> <p>MX-FN27N, Inner Finisher</p> | 1 | \$127.83 | \$239.21 |
| | Includes Full Service: | | | |
| | 5,000 BLK Copies/Prints per month; Overages @ \$0.008 ea. | | | |
| | 1,000 CLR Copies/Prints per month; Overages @ \$0.050 ea. | | | |
| | Includes: Delivery, Installation, Training, Parts, Labor, Toner, and Staples. | | | |
| State of Texas DIR 60 Month Lease | | | Monthly Total | \$239.21 |

Commissioners Court - Regular Session**13.****Meeting Date:** 11/24/2020

Authorize issuing RFP T2590 Web-Based Enrollment System

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Web-Based Enrollment System for Williamson County under RFP #T2590.

Background

Williamson County is seeking a solution partner to provide a hosted, web-based information, enrollment, and tracking system for benefits, with the capability of real time reporting and compliance while being educational, user-friendly, and informative for Williamson County employees. Shelley Loughrey is the Point of Contact. Funding source for FY21: 01.0885.0886.004208.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

| Inbox | Reviewed By | Date |
|----------------------------------|----------------|---------------------------------|
| Purchasing (Originator) | Randy Barker | 11/19/2020 10:14 AM |
| County Judge Exec Asst. | Andrea Schiele | 11/19/2020 10:27 AM |
| Form Started By: Johnny Grimaldo | | Started On: 11/18/2020 04:53 PM |
| Final Approval Date: 11/19/2020 | | |

Commissioners Court - Regular Session**14.****Meeting Date:** 11/24/2020

Jail Pharm RFP Advertisement

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

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Jail Pharmaceuticals under RFP #T2585.

Background

This request for proposals will be issued to solicit responses for pharmaceuticals for the Williamson County Jail. Current contract is currently in survivability set to expire January 15th. Funding was approved in the FY21 budget. This expenditure will be charged to 01.0100.0570.003307. Department contact is Lt. Doug Wheless.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox****Reviewed By****Date**

Purchasing (Originator)

Randy Barker

11/19/2020 11:26 AM

County Judge Exec Asst.

Andrea Schiele

11/19/2020 11:40 AM

Form Started By: Erica Smith

Started On: 11/19/2020 10:35 AM

Final Approval Date: 11/19/2020

Commissioners Court - Regular Session**15.****Meeting Date:** 11/24/2020

NetMotion Complete Conversion - DIR-TSO-3810

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

Information**Agenda Item**

Discuss, consider and take any necessary action to ratify agreement for a higher dollar amount than what was previously approved (\$57,927.00, Oct. 20, 2020, Agenda Item #12) between Williamson County and Mobile Wireless LLC, revising to a new amount of \$64,329.80, to provide Netmotion Complete Conversion, per the terms of DIR Contract #DIR-TSO-3810 and authorizing execution of the agreement.

Background

This is our annual maintenance for the NetMotion VPN used by our first responders. Due to a change in the licensing model by the vendor, our annual support costs have increased over the planned amount, however we can cover this increase in our current budget allocation. The new licensing model does increase our ability to modify licenses in use more easily. Department point of contact is Tammy McCulley. Funding Source 01.0100.0503.004505 for FY21.

Fiscal Impact

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

Attachments

quote

Form Review

| Inbox | Reviewed By | Date |
|----------------------------------|----------------|---------------------------------|
| Purchasing (Originator) | Randy Barker | 11/19/2020 10:22 AM |
| County Judge Exec Asst. | Andrea Schiele | 11/19/2020 10:27 AM |
| Form Started By: Andrew Portillo | | Started On: 11/19/2020 08:19 AM |
| Final Approval Date: 11/19/2020 | | |



10/21/2020

Presented by – Mobile Wireless LLC

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

Re: NetMotion Complete Conversion -- DIR-TSO-3810

NetMotion Complete conversion

| Item | SKU | QTY | Price | Extended Price |
|--|------------|------|---------|--------------------|
| NetMotion Conversion from Perpetual Licensing to COMPLETE Platform Full access to the NetMotion platform and all of its features, powering security, visibility and connectivity use-cases. Includes the software defined perimeter (SDP), enterprise VPN and experience monitoring solutions. (Effective from 11/16/2020 through 11/15/2021) | NMCOMPCONV | 1052 | \$61.15 | \$64,329.80 |
| Total | | | | \$64,329.80 |

Respectfully,

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

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

Commissioners Court - Regular Session**16.****Meeting Date:** 11/24/2020

Service Now Additional Licenses/Renewal Status

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 a purchase for ServiceNow Management from Carahsoft, per quote #17800338, in the amount of \$77,527.74 per GSA Schedule No: GS-35F-119Y and authorize the execution of all associated documents.

Background

This quote entails ServiceNow IT Service Management Fulfiller User and ServiceNow Additional Non-Production Instance US Data Center. Department Contact is Allison Gleason. Funding Source is 418P.

Fiscal Impact

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

Attachments

Addendum and Proposal

Form Review

| Inbox | Reviewed By | Date |
|----------------------------------|----------------|---------------------------------|
| Purchasing (Originator) | Randy Barker | 11/19/2020 10:02 AM |
| County Judge Exec Asst. | Andrea Schiele | 11/19/2020 10:22 AM |
| Form Started By: Andrew Portillo | | Started On: 11/10/2020 12:57 PM |
| Final Approval Date: 11/19/2020 | | |

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 Carahsoft Technology Corp. (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 11.12.2020;
- 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: Carahsoft Technology
Corporation

Authorized Signature

Date: _____, 2020

Kristina Smith

Authorized Signature

Date: November 12th _____, 2020

GOVERNMENT - PRICE QUOTATION



CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: Michelle Kleen
 PMP
 Williamson County
 301 SE Inner Loop
 Suite 105
 Georgetown, TX 78626

FROM: Michael Edwards
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: MKleen@wilco.org

EMAIL: Michael.Edwards@carahsoft.com

PHONE: (512) 943-1459

PHONE: (703) 889-9761

FAX: (703) 871-8505

TERMS: GSA Schedule No: GS-35F-0119Y
 Term: December 20, 2011 - December 19, 2021
 FTIN: 52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 Business Size: Other than Small
 Sales Tax May Apply

QUOTE NO: 17800338
QUOTE DATE: 12/04/2019
QUOTE EXPIRES:
RFQ NO: Early Renewal
SHIPPING: ESD
TOTAL PRICE: \$77,527.74

TOTAL QUOTE: \$77,527.74

| LINE NO. | PART NO. | DESCRIPTION | RATE PER MONTH | NO.MONTHS | QTY | EXTENDED PRICE |
|--------------------------------------|---------------|---|-------------------|-----------|--------|----------------|
| EARLY RENEWAL- DUE AT SIGNING | | | | | | |
| 1 | PROD11353-120 | ServiceNow® IT Service Management - Fulfiller User v2 *CREDIT* 1 Month, 1 Day QTY:60 ServiceNow - PROD11353 Start Date: 11/30/2020 End Date: 12/31/2020 | RATE: -\$4,643.80 | GSA | 1 | -\$4,643.80 |
| 2 | PROD00065 | ServiceNow® Additional Non-Production Instance - US Data Center (Monthly) *CREDIT* 1 Month, 1 Day 188- VOPADDINSTDCUS Start Date: 11/30/2020 End Date: 12/31/2020 | RATE: -\$967.46 | OM | 1 | -\$967.46 |
| 3 | PROD11353-120 | ServiceNow® IT Service Management - Fulfiller User v2 Start Date: 11/30/2020 End Date: 11/29/2021 | RATE: \$74.90 | 12 | GSA 60 | \$53,928.00 |
| 4 | PROD00065 | ServiceNow® Additional Non-Production Instance - US Data Center (Monthly) 188- VOPADDINSTDCUS Start Date: 11/30/2020 End Date: 11/29/2021 | RATE: \$936.25 | 12 | OM 1 | \$11,235.00 |
| 5 | PROD11353-120 | ServiceNow® IT Service Management - Fulfiller User v2 Start Date: 11/30/2020 End Date: 11/29/2021 | RATE: \$74.90 | 12 | GSA 20 | \$17,976.00 |

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

| LINE NO. | PART NO. | DESCRIPTION | RATE PER MONTH | NO.MONTHS | QTY | EXTENDED PRICE |
|--------------|----------|-------------|----------------|-----------|-----|----------------|
| SUBTOTAL: | | | | | | \$77,527.74 |
| TOTAL PRICE: | | | | | | \$77,527.74 |
| TOTAL QUOTE: | | | | | | \$77,527.74 |

- License subscriptions are invoiced upon contract award
- Learning credits are invoiced upfront and are non-refundable
- On-site training has a \$2,000 travel & expense fee per class
- Include the End-User contact information (i.e., the responsible party that manages the ServiceNow instance) on the PO to Carahsoft.
- Subscription renewals are subject to an uplift not to exceed 10% year-over-year. Multi-year renewals incur one uplift. Each Renewal Order is subject to the following conditions: (i) the Subscription Products in the expiring order continue to be made commercially available by ServiceNow and if not, then the Renewal Order shall be for ServiceNow's then available Subscription Product that is substantially equivalent to the Renewal Product in the expiring order; (ii) the sales model for the expiring order continues to be made available by ServiceNow in a commercially equivalent model; (iii) the units of each Renewal Product in the Renewal Order are equal to or greater than the sum of all the Units for that Renewal Product in all the order forms placed by Customer during the subscription term of the then expiring order form; (iv) each Renewal Order is for a twelve (12) month subscription term; (v) Customer places the Renewal Order before the expiration of the Subscription Term of the expiring order form; and (vi) the Renewal Order is on mutually agreeable terms and conditions.
- Carahsoft and ServiceNow reserve the right to suspend access to the instance if payment is not made within payment terms.

Customer accepts ServiceNow flow down terms <https://www.carahsoft.com/Eula/ServiceNow>.

ServiceNow App Store Terms of Use:

https://static.carahsoft.com/concrete/files/1215/8152/4436/App_Store_Terms_of_Use.pdf

ServiceNow Software Asset Management Addendum:

https://static.carahsoft.com/concrete/files/5715/8412/6705/SAM_ADDENDUM_1.pdf

-

SUGGESTED OPTIONS

| LINE NO. | PART NO. | DESCRIPTION | RATE PER MONTH | NO.MONTHS | QTY | EXTENDED PRICE |
|----------|---------------|---|----------------|-----------|--------|----------------|
| YEAR 2 | | | | | | |
| 6 | PROD11353-120 | ServiceNow® IT Service Management - Fulfiller User v2 Start Date: 11/30/2021 End Date: 11/29/2022 | RATE: \$74.90 | 12 | GSA 60 | \$53,928.00 |
| 7 | PROD00065 | ServiceNow® Additional Non-Production Instance - US Data Center (Monthly) 188-VOPADDINSTDCUS Start Date: 11/30/2021 End Date: 11/29/2022 | RATE: \$936.25 | 12 | OM 1 | \$11,235.00 |
| 8 | PROD11353-120 | ServiceNow® IT Service Management - Fulfiller User v2 Start Date: 11/30/2021 End Date: 11/29/2022 | RATE: \$74.90 | 12 | GSA 20 | \$17,976.00 |

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

| LINE NO. | PART NO. | DESCRIPTION | RATE PER MONTH | NO.MONTHS | QTY | EXTENDED PRICE | |
|---------------------|---------------|--|----------------|-----------|-----|----------------|-------------|
| YEAR 2 SUBTOTAL: | | | | | | \$83,139.00 | |
| YEAR 3 | | | | | | | |
| 9 | PROD11353-120 | ServiceNow® IT Service Management - Fulfiller User v2 Start Date: 11/30/2022 End Date: 11/29/2023 | RATE: \$74.90 | 12 | GSA | 60 | \$53,928.00 |
| 10 | PROD11353-120 | ServiceNow® IT Service Management - Fulfiller User v2 Start Date: 11/30/2022 End Date: 11/29/2023 | RATE: \$74.90 | 12 | GSA | 20 | \$17,976.00 |
| 11 | PROD00065 | ServiceNow® Additional Non-Production Instance - US Data Center (Monthly) 188- VOPADDINSTDCUS Start Date: 11/30/2022 End Date: 11/29/2023 | RATE: \$936.25 | 12 | OM | 1 | \$11,235.00 |
| YEAR 3 SUBTOTAL: | | | | | | \$83,139.00 | |
| SUGGESTED SUBTOTAL: | | | | | | \$166,278.00 | |

ServiceNow® Order Form - Product and Use Definitions

USER TYPE DEFINITIONS

"User" means any employee or contractor of Customer or Customer Affiliate that is assigned a unique username and password and has a user profile in the Subscription Service designated as "active". Only Users may be given access to the subscription service by Customer. A use right may not be shared or transferred. Customer shall not use the subscription service in a manner that circumvents usage restrictions.

"Approver User" is any User performing any of the functions set forth in the table below for an Approver User. An Approver User may only perform the functions set forth in the table below for an Approver User.

"Requester User" is any User that performs only the functions set forth in the table below for a Requester User.

"End User" has the same use rights as **"Requester User."**

"Fulfiller User" is any User other than an Approver User or Requester User. Without limitation, a Fulfiller User is any User that performs any function other than an Approver User function or Requester User function, including those set forth in the table below for a Fulfiller User.

"Process User" has the same use rights as **"Fulfiller User."**

| FUNCTION / USE RIGHTS AUTHORIZED | USER TYPES | | |
|---|------------|----------|----------------------|
| | REQUESTER | APPROVER | FULLFILLER |
| Create its own request | included | included | included |
| View its own request | included | included | included |
| Modify its own request | included | included | included |
| Search the Service Catalog | included | included | included |
| Search the Knowledge Base | included | included | included |
| Access public pages | included | included | included |
| Take surveys | included | included | included |
| Set its own notification preferences | included | included | included |
| View assets assigned to user | included | included | included |
| Access and post to Live Feed | included | included | included |
| Initiate Chat sessions | included | included | included |
| Participate in a Watch List | included | included | included |
| View a report published to them | included | included | included |
| Approve requests by email that are routed to user | - | included | included |
| Approve requests routed to user via system | - | included | included |
| Create any record | - | - | included |
| Delete any record | - | - | included |
| Modify any record | - | - | included |
| Drill through any report | - | - | included |
| Create any report | - | - | included |
| Delete any report | - | - | included |
| Modify any report | - | - | included |
| Perform development activities | - | - | included (see below) |
| Perform administrative activities | - | - | included |

CUSTOM TABLE CREATION AND INSTALLATION

The creation or installation of Custom Tables in a production instance requires either the purchase of the Now Platform App Engine product or an express Custom Table entitlement that is granted with the purchase of another product.

Table use rights are as set forth in the Custom Table Guide on <https://www.servicenow.com/upgrade-schedules.html> and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at legal.request@servicenow.com.

| SUBSCRIPTION PRODUCTS | |
|--|---|
| Subscription Product Code/Name | Included ServiceNow Applications and Use Rights |
| PROD11353 ServiceNow® IT Service Management Standard | <p>Included Applications: Incident Management; Problem Management; Change Management; Release Management; Asset Management; Request Management; Cost Management and Walk-Up Experience</p> <p>Customer is granted the rights for Fulfiller User as defined in the User Type Definitions Section.</p> <p>Bundled Custom Tables: Customer is granted the right to create or install up to 25 Custom Tables and to grant each Fulfiller User the right to access those Custom Tables.</p> <p>The following Application(s) became available according to the release indicated below. Walk-Up Experience - London</p> |
| PROD00065 ServiceNow® Additional Non-Production Instance | <p>Additional non-production 4TB storage limit instance in ServiceNow's data center.</p> |
| PROD03378 ServiceNow® IT Service Management Standard | <p>Incident Management; Problem Management; Change Management; Release Management; Asset Management; Request Management; Cost Management and Walk-Up Experience</p> <p>Customer is granted the rights for Fulfiller User as defined in the User Type Definitions Section.</p> <p>The following application(s) became available according to the release indicated below. Walk-Up Experience - London</p> |

Commissioners Court - Regular Session**17.****Meeting Date:** 11/24/2020

TLC Office Copiers Expo Center

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 with TLC Customized Solution for the Williamson County Expo Center, in the amount \$147.31 per month, pursuant to DIR Contract #DIR CPO-4433.

Background

Approval of this lease will support the operations of the Williamson County Expo Center. New lease term is for 36 months, lease effective 12/1/2020. The copier is priced at \$147.31 per month, includes 3,500 black and white copies and 500 color copies. Overages will be billed at \$.0084. The current contract expires at the end of November. The expenditure will be charged to 01.0100.3106.004621. Point of contact will be Monica Holland.

Fiscal Impact

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

Attachments

TLC copier - Expo

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Laura Zavala

Final Approval Date: 11/19/2020

Reviewed By

Randy Barker

Andrea Schiele

Date

11/19/2020 09:59 AM

11/19/2020 10:23 AM

Started On: 11/13/2020 10:44 AM

DIR-CPO-4433**TLC Customized Solution****Recommended Equipment**

| Qty | Model |
|-----|--|
| 1 | Sharp 3051 30 PPM Color Printer/Copier/Color Scanner |
| | <ul style="list-style-type: none"> • 10.1-inch touchscreen • 100-sheet reversing document feeder • PCL & Postscript • Color Consistency feature • End-of-lease Security • Scans 80 ipm |

New Solution Pricing

| Monthly Total- Includes 3,500 B/W & 500 Color | |
|---|-----------------|
| 36 MONTH Lease + Maintenance TOTAL | \$147.31 |
| B&W RATE | .0084 |
| PROFESSIONAL COLOR | .05 |
| *Overages are the same rate | |
| *does not include paper | |



- **Service & Supply Agreement includes all Parts, Labor, Travel and Supplies (excluding paper & staples)**
- **4-Hour Response Time Guarantee**
- **Loaner/Replacement Program**
- **Automated Reporting of Meters, Toner Orders and Error Codes**

* Delivery, Installation and Training are Included

Shay Mata | Cell: 512-731-0561
smata@tlcofficesystems.com
Sr. Account Executive



CONFIDENTIAL INFORMATION
 This quote is good if signed by December 1st.

Commissioners Court - Regular Session**18.****Meeting Date:** 11/24/2020

Inner Loop Annex Renovation (P434) - Vaughn Change Order #33

Submitted For: Dale Butler**Submitted By:** Wendy Danzoy, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #33 in the amount of \$29,511.00. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is to provide two 60 FT Finelite sections in Open Office 200. There are no time extensions included. On January 7, 2020, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders up to \$30,000 in relation to Williamson County Inner Loop Annex Project, pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

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

Attachments

Inner Loop Annex (P434) – Vaughn Construction Change Order No. 33

Form Review**Inbox**

| | Reviewed By | Date |
|-----------------------------------|--------------------|---------------------------------|
| Hal Hawes | Hal Hawes | 11/12/2020 10:51 AM |
| Building Maintenance (Originator) | Wendy Danzoy | 11/12/2020 11:01 AM |
| Hal Hawes | Hal Hawes | 11/12/2020 11:13 AM |
| County Judge Exec Asst. | Andrea Schiele | 11/12/2020 12:12 PM |
| Building Maintenance (Originator) | Wendy Danzoy | 11/19/2020 11:10 AM |
| Hal Hawes | Hal Hawes | 11/19/2020 04:13 PM |
| County Judge Exec Asst. | Andrea Schiele | 11/20/2020 08:20 AM |
| Form Started By: Wendy Danzoy | | Started On: 11/12/2020 10:19 AM |
| Final Approval Date: 11/20/2020 | | |

VAUGHN
CONSTRUCTION

301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

September 17, 2020

Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Re: Annex Renovation

Job No: 279101

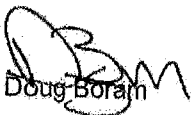
Subj: Change Proposal No. 279101-0033

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$29,511 (twenty-nine thousand five hundred eleven) dollars to provide two 60 FT Finelite sections in Open Office 200 per ASI #5 for the above referenced project.

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION


Doug Boran

Attachments: Form B and Backup

CC:

FORM B

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0033

QUOTATION :

| Item | Labor | Materials | Subs | Total |
|---|--------|-----------|-------------|-------------|
| Ttuo 60 FT Finelite sections in Open Office 200 per ASI #5 | \$0.00 | \$0.00 | \$26,493.00 | \$26,493.00 |

| | | | | |
|-----------------------------------|--------|--------|-------------|-------------|
| Totals | \$0.00 | \$0.00 | \$26,493.00 | \$26,493.00 |
| Insurance, Tax, Benefits on Labor | | | | \$0.00 |
| Overhead | | | | \$0.00 |
| Fee on Subs | | | | \$2,649.30 |
| Fee on JTV | | | | \$0.00 |
| Bond | | | | \$368.83 |
| Remodel Tax | | | | \$0.00 |
| TOTAL | | | | \$29,511.13 |

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 9/17/2020

Accepted

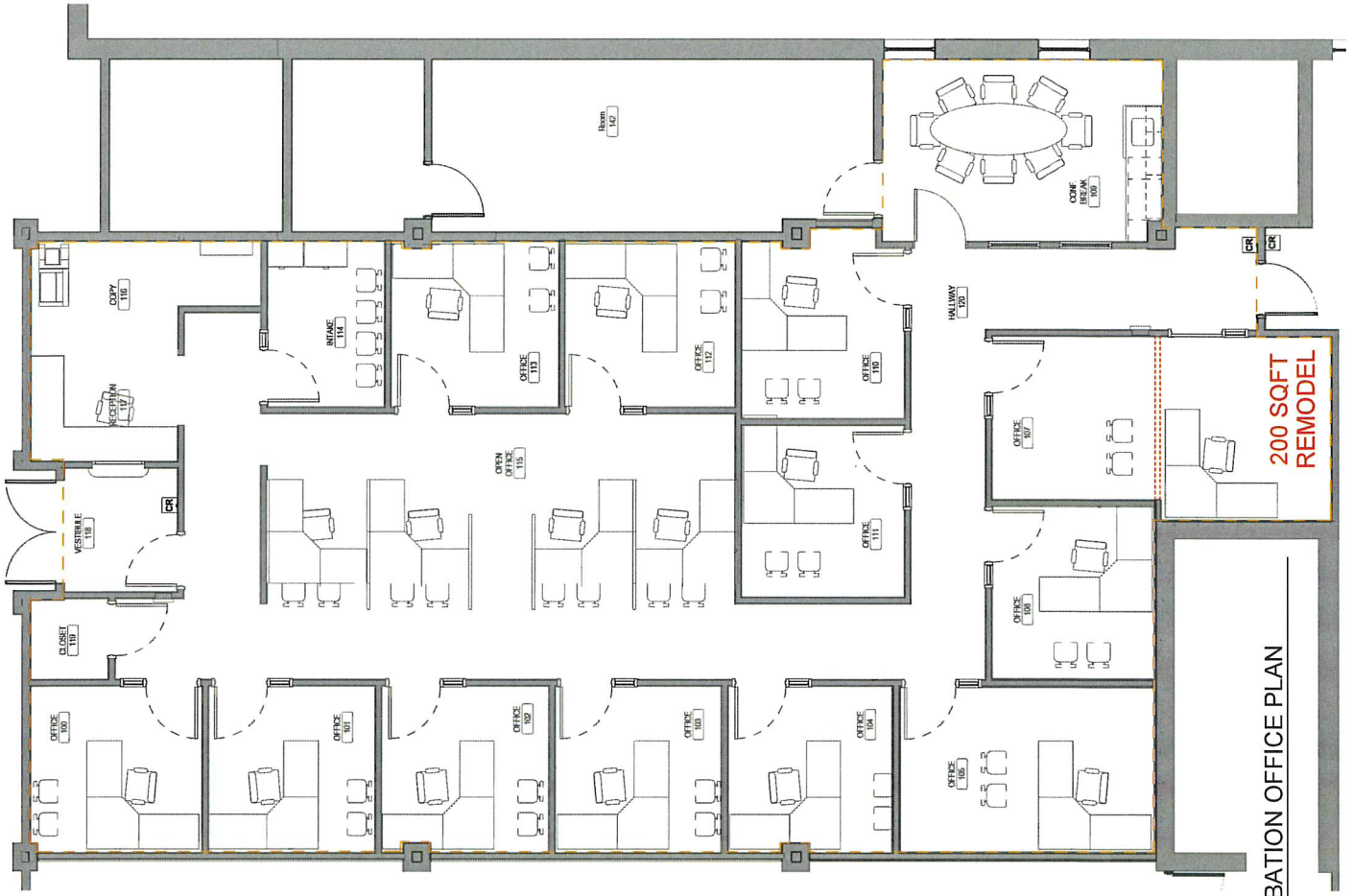
VAUGHN CONSTRUCTION

By: Devaughn Jones

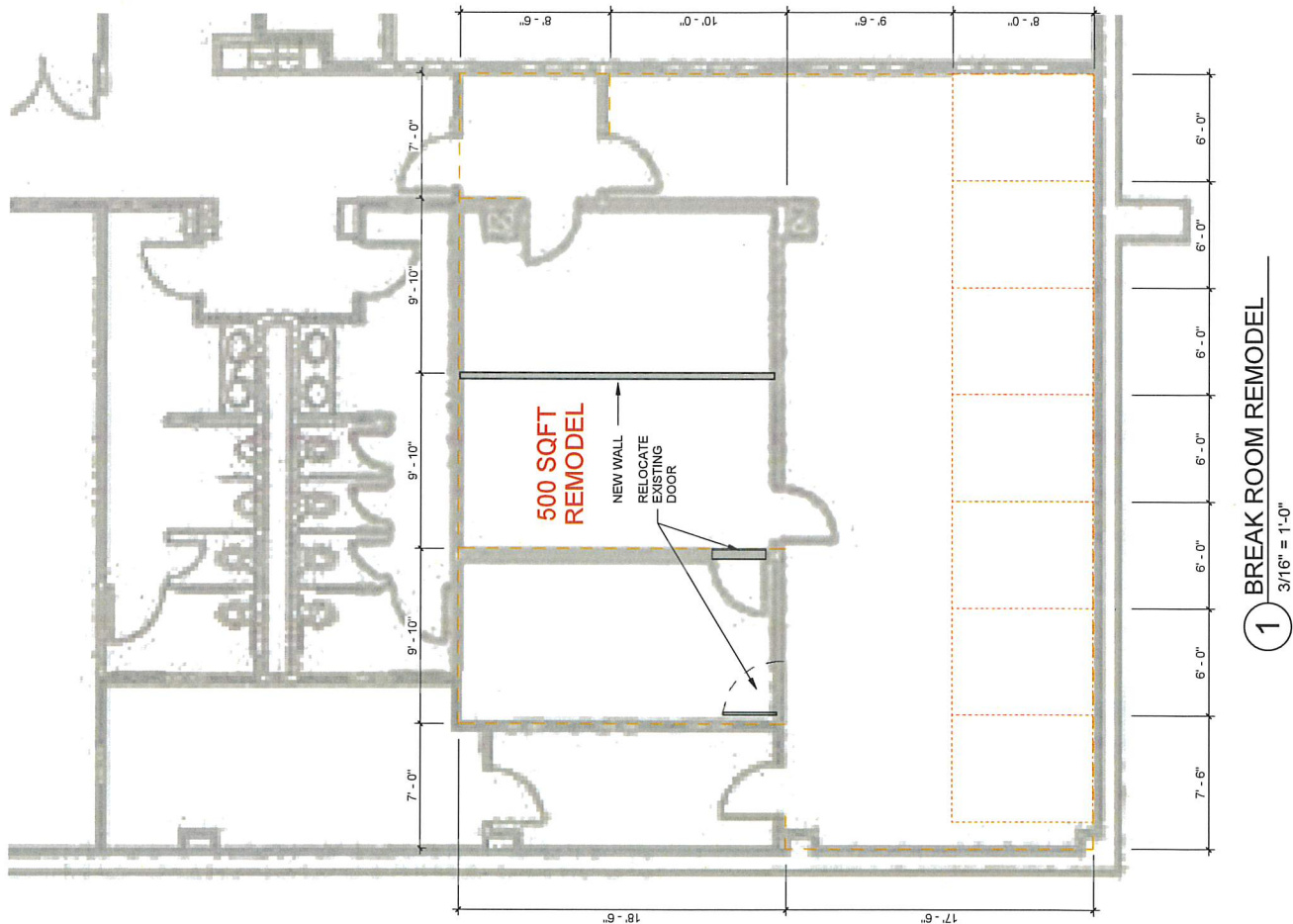
By: Doug Beram

Date _____

Proposal Valid for Days



1 ADULT PROBATION OFFICE PLAN
3/16" = 1'-0"

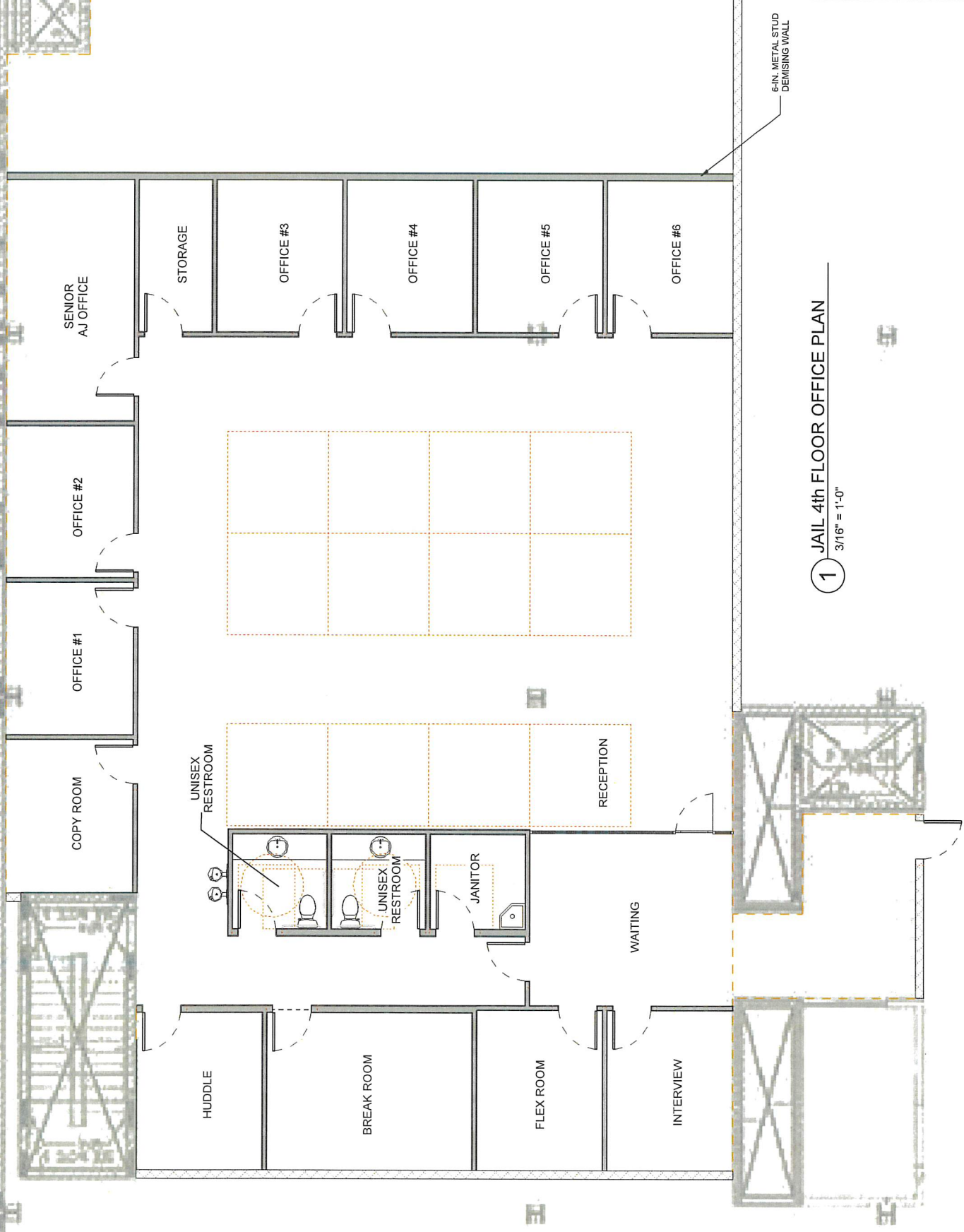


4,500 SQFT
BUILD-OUT



PRE-TRIAL SERVICES
FEASIBILITY STUDIES
306 W 4th ST. GEORGETOWN, TX 78626
PROJECT NO. 2020

ISSUED: N/A
DRAWN BY: THJ
REVISIONS:
MAGISTRATE
ADMIN.
C
THIS DRAWING CREATED
BY: THJ
DATE: 11/11/2020
8.5" X 11" SHEET SIZE
DO NOT SCALE PRINTS.
COPYRIGHT © 2020



1 JAIL 4th FLOOR OFFICE PLAN
3/16" = 1'-0"

Pretrial Services & Magistrate Court Program & Costs

Def Monitoring & Indigent Def Management Unit Def Screening & Magistrate Court Svcs Unit Magistrate Administration Magistrate Court

| Division/Staff Position | Space Type | sqft | | | |
|---|------------|------|---|----|-------|
| Pretrial Services | | | | | |
| * Kiosk for Indigent Defense | | 28 | x | 28 | 784 |
| Director | Office | 12 | x | 14 | 168 |
| Def Monitoring & Indigent Def Management Unit | | | | | |
| Pretrial Services Manager | Office | 10 | x | 12 | 120 |
| Pretrial Services Officer Sr. | Office | 10 | x | 12 | 120 |
| Pretrial Services Officer #1 | Office | 10 | x | 12 | 120 |
| Pretrial Services Officer #2 | Office | 10 | x | 12 | 120 |
| Pretrial Services Officer #3 | Office | 10 | x | 12 | 120 |
| Pretrial Services Officer #4 | Office | 10 | x | 12 | 120 |
| Pretrial Services Officer #5 | Office | 10 | x | 12 | 120 |
| Pretrial Services Officer #6 | Office | 10 | x | 12 | 120 |
| Pretrial Services Specialist #1 | Cubicle | 8 | x | 8 | 64 |
| Pretrial Services Specialist #2 | Cubicle | 8 | x | 8 | 64 |
| Conference Room | | 12 | x | 24 | 288 |
| ** Break Room | | 12 | x | 16 | 192 |
| ** Supply Storage Space | | 10 | x | 12 | 120 |
| ** Reception Space | | 12 | x | 24 | 288 |
| ** Restrooms (Staff) | | 24 | x | 8 | 192 |
| Circulation/Partitions | | | | | 1,168 |
| Def Screening & Magistrate Court Svcs Unit | | | | | |
| Pretrial Services Manager | Office | 10 | x | 12 | 120 |
| Court Services Lead | Office | 10 | x | 12 | 120 |
| Court Services Specialist #1 | Cubicle | 8 | x | 8 | 64 |
| Court Services Specialist #2 | Cubicle | 8 | x | 8 | 64 |
| Court Services Specialist #3 | Cubicle | 8 | x | 8 | 64 |
| Pretrial Services Officer, Sr. | Office | 10 | x | 12 | 120 |

Assumptions

| | |
|---|------------------------------|
| \$125 /sqft | Justice Center |
| \$189 /sqft | Jail 4th Floor |
| \$347 /sqft | Jail 1st Floor |
| 50% | circulation/partition factor |
| 20% | contingency |
| 18% | consultant fees |
| 10% | FFE |
| Estimate does not include security: Add \$100,000 to final configuration | |

| | |
|-------------------------------|--------------|
| Court - Jail 1st Floor | |
| 3,000 sqft | \$ 1,541,000 |

Opinion of Probable Cost

| | |
|------------------------------------|-----------|
| Remodel CJC Adult Probation | |
| 200 sqft | \$ 66,000 |

*includes FFE for entire suite
Opinion of Probable Cost

| | |
|-------------------------------|------------|
| Remodel CJC Break Room | |
| 500 sqft | \$ 105,000 |

*includes FFE for entire suite
Opinion of Probable Cost

| | |
|------------------------------------|--------------|
| New Office - Jail 4th Floor | |
| 4,500 sqft | \$ 1,259,000 |

Opinion of Probable Cost

Commissioners Court - Regular Session**19.****Meeting Date:** 11/24/2020

Talex Inc., Engineers First Amended and Restated Agreement for Architectural and Engineering Services

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 a First Amended and Restated Agreement for Architectural and Engineering Services by and between Williamson County and Talx Inc., Engineers relating to Architectural and Engineering Services for Small Project Architectural Services that said firm is providing pursuant to the original Agreement for Architectural and Engineering Services dated effective January 30, 2019.

Background

This First Amended and Restated Agreement for Architectural and Engineering Services modifies the compensation method of the original agreement by setting forth that payment of fees will be based on a percentage of completion of a scope of services as opposed to the current hourly billing basis for services; sets forth that a maximum cap will be set on the amount of reimbursable expenses that may be paid for an assigned scope of services on each specific project; provides invoicing requirements in relation to payment requests to the county; and revises the Work Authorization template that is to be used under the agreement. The remainder of the original agreement will remain in place and continue in full force.

Fiscal Impact

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

Attachments

Talex Amended and Restated Agreement

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 11/20/2020

Reviewed By

Hal Hawes

Andrea Schiele

Date

11/19/2020 04:13 PM

11/20/2020 08:21 AM

Started On: 11/19/2020 10:49 AM



FIRST AMENDED AND RESTATED AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

THIS FIRST AMENDED AND RESTATED AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES ("First Amended Agreement") is made and entered into by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas, hereinafter "County", and **Talex Inc., Engineers**, hereinafter "A/E".

RECITALS

The County intends to **Secure Architectural and Engineering Services for Small Project Architectural Services**, hereinafter called the "Project"; and

The County desires that the A/E perform certain professional architectural and engineering services in connection with the Project; and

The A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, the County and the A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1

CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this First Amended Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this First Amended Agreement), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in **Article 14**) which are subsequently issued. These form the entire contract, and all are as fully a part of this First Amended Agreement as if attached to this First Amended Agreement or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. National Environmental Policy Act (NEPA);

- B. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions;
- C. Americans with Disabilities Act (ADA) Regulations;
- D. International Building Code, current edition as updated
- E. National Electrical Code, latest edition;
- F. Williamson County Design Criteria & Project Development Manual, latest edition; and
- G. All other local, state and federal documents, codes and regulations to which the Project must comply.

ARTICLE 2

NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. A/E warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this First Amended Agreement, and that he/she/it has not paid or agreed to pay any company or A/E any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this First Amended Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this First Amended Agreement without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. A/E must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. A/E covenants and represents that A/E, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3

ARCHITECTURAL AND ENGINEERING SERVICES

A/E shall perform Architectural and Engineering Services as generally described in **Exhibit B** entitled "Architectural and Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the A/E to perform one or more specified tasks of the Architectural and Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by

County and A/E of all Architectural and Engineering Services and a fixed fee amount agreed upon by the County and A/E. The Work Authorization will not waive the A/E's responsibilities and obligations established in this First Amended Agreement. The executed Work Authorizations shall become part of this First Amended Agreement.

All work must be completed on or before the date specified in the Work Authorization. The A/E shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the A/E from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Architectural and Engineering Services take longer than shown on the Work Authorization, through no fault of A/E, A/E may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4 **CONTRACT TERM**

A. Term. The A/E is expected to complete the Architectural and Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If A/E does not perform the Architectural and Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this First Amended Agreement as set forth below in **Article 20**. So long as the County elects not to terminate this First Amended Agreement, it shall continue from day to day until such time as the Architectural and Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Architectural and Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. A/E shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Architectural and Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. A/E acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Architectural and Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in **Article 3** herein, A/E shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Architectural and Engineering Services required under this First Amended Agreement in a professional manner.

C. Commencement of Architectural and Engineering Services. After execution of this First Amended Agreement, A/E shall not proceed with Architectural and Engineering Services

until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in **Article 8**.

ARTICLE 5

COMPENSATION AND EXPENSES

The maximum amount payable under this First Amended Agreement, without modification, is **One Million Dollars (\$ 1,000,000)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation and reimbursable expenses authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Architectural and Engineering Services set forth in **Exhibit B**, as authorized by County. Should the actual costs of all labor and non-labor costs rendered under this First Amended Agreement for all Work Authorizations and Supplemental Work Authorizations be less than the above stated Compensation Cap, then A/E shall receive compensation for only actual fees and costs of the Architectural and Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The firm fixed fee amount to be paid under each Work Authorization and any applicable Supplemental Work Authorization shall be based upon all estimated labor costs required in the performance of all tasks and milestones set forth in each Work Authorization and any applicable Supplemental Work Authorization. A/E shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Architectural and Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Architectural and Engineering Services shall be an absolute condition of payment. Compensation for tasks and milestones will be paid by County by monthly invoices of percentage completion. County will only be obligated to pay A/E for the performance of tasks and milestones actually rendered and incurred, which may be less than the firm fixed fee set forth in each Work Authorization.

The Compensation Cap herein referenced may be adjusted for Additional Architectural and Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this First Amended Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Each Work Authorization and any applicable Supplemental Work Authorization shall set forth the maximum allowable amount of reimbursable expenses that may be charged in relation to the Architectural and Engineering Services to be provided under such Work Authorization and any applicable Supplemental Work Authorization. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to A/E without mark-up.

In the event County and A/E agree that the compensation for Architectural and Engineering Services performed under a particular Work Authorization or Supplemental Work Authorization shall be paid on an hourly rate with a not-to-exceed fee amount as opposed to a firm fixed fee, the basis of compensation for A/E's principals and employees engaged in the performance of the Architectural and Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

ARTICLE 6

METHOD OF PAYMENT

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of tasks and milestones under an applicable Work Authorization, or Supplemental Work Authorizations related thereto, and the compensation which is due for percentage completion. The charges shall be accompanied by an affidavit signed by an officer or principal of A/E certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct. For Additional Architectural and Engineering Services performed pursuant to this First Amended Agreement, a separate invoice or itemization of the Additional Architectural and Engineering Services must be presented with the same aforementioned requirements. The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve A/E of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Payments shall be made by County based upon Architectural and Engineering Services actually provided and performed.^a Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within **thirty (30) days** of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Architectural and Engineering Services performed. A/E has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7

PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete,

^a See also, Art. 32(P) "Termination of Work Authorization".

or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later.

A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between A/E and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Architectural and Engineering Services performed which causes the payment to be late; or
- D. The invoice is not submitted to Williamson County^b in strict accordance with instructions, if any, on the purchase order, or this First Amended Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8

COMMENCEMENT OF ARCHITECTURAL AND ENGINEERING SERVICES

The A/E shall not proceed with any task of the Architectural and Engineering Services until A/E has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Architectural and Engineering Services. The County shall not be responsible for work performed or costs incurred by A/E related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. A/E shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9

PROJECT TEAM

County's Designated Representative for purposes of this First Amended Agreement is as follows:

^b See Art. 6, *supra*.

Williamson County Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this First Amended Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this First Amended Agreement, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this First Amended Agreement, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this First Amended Agreement is as follows:

Talex Inc., Engineers
Attn: Thomas R. Alexander
6300 La Calma Dr., Suite 100
Austin, TX 78752

A/E shall have the right, from time to time, to change the A/E's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by A/E under this First Amended Agreement, the A/E's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this First Amended Agreement, in which case, actions taken by the A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and First Amended Agreement Amendments on behalf of A/E.

ARTICLE 10

PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Architectural and Engineering Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Architectural and Engineering Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Architectural and Engineering Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Architectural and Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Architectural and Engineering Services, including but not limited to the following:

- A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Architectural and Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11

SUSPENSION

Should County desire to suspend the Architectural and Engineering Services, but not to terminate this First Amended Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Architectural and Engineering Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Architectural and Engineering Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this First Amended Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this First Amended Agreement and, in the event, A/E shall be compensated for all Architectural and Engineering Services performed and reimbursable expenses incurred, provided such Architectural and Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Architectural and Engineering Services, the contract period as determined in **Article 4**, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Architectural and Engineering Services performed or costs incurred prior to the date authorized by County for A/E to begin Architectural and Engineering Services, and/or during periods when Architectural and Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12

ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES

If A/E forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this First Amended Agreement, as set forth in **Exhibit B** or within an executed Work Authorization and any applicable Supplemental Work Authorization, and as such constitutes extra work ("Additional Architectural and Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Architectural and Engineering Services, County shall so advise A/E and a written Contract Amendment will be executed between the parties as provided in **Article 14**. Any increase to the Compensation Cap due to Additional Architectural and Engineering Services must be set forth in such Contract Amendment. A/E shall not perform any proposed Additional Architectural and Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Architectural and Engineering Services, a written Work Authorization, which sets forth the Additional Architectural and Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by A/E nor for any costs incurred by A/E relating to Additional Architectural and Engineering Services not directly associated with the performance of the Architectural and Engineering Services authorized in this First Amended Agreement, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13

CHANGES IN COMPLETED ARCHITECTURAL AND ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Architectural and Engineering Services or parts thereof which involve changes to the original Architectural and Engineering Services or character of Architectural and Engineering Services under this First Amended Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Architectural and Engineering Services and paid for as specified under **Article 12**.

A/E shall make revisions to Architectural and Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Architectural and Engineering Services.

ARTICLE 14

CONTRACT AMENDMENTS

The terms set out in this First Amended Agreement may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this First Amended Agreement (i.e. changes to the overall scope of Architectural and Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15

USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as “Architectural and Engineering Work Products”) prepared by A/E and its subcontractors/subconsultants are related exclusively to the services described in this First Amended Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E’s designs under this First Amended Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County’s sole risk and without liability to A/E.

By execution of this First Amended Agreement and in confirmation of the fee for services to be paid under this First Amended Agreement, A/E hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this First Amended Agreement. Copies may be retained by A/E. A/E shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by A/E or anyone connected with A/E, including agents, employees, A/E or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this First Amended Agreement, A/E grants to County permission to reproduce A/E’s work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this First Amended Agreement. A/E shall obtain similar permission from A/E’s subcontractors/subconsultants consistent with this First Amended Agreement. If and upon the date A/E is adjudged in default of this First Amended Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Architectural and Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Architectural and Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Architectural and Architectural and Engineering Work Products shall be at County's sole risk and without liability to A/E and its A/E.

Prior to A/E providing to County any Architectural and Engineering Work Products in electronic form or County providing to A/E any electronic data for incorporation into the Architectural and Engineering Work Products, County and A/E shall by separate written contract set forth the specific conditions governing the format of such Architectural and Engineering Work Products or electronic data, including any special limitations not otherwise provided in this First Amended Agreement. Any electronic files are provided by A/E for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other A/E subsequent to the completion of the Project. Any such change shall be sealed by the A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16

PERSONNEL, EQUIPMENT AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Architectural and Engineering Services, and adequate and sufficient personnel and equipment to perform the Architectural and Engineering Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Architectural and Engineering Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Architectural and Engineering Services required under this First Amended Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 17

SUBCONTRACTING

A/E shall not assign, subcontract or transfer any portion of the Architectural and

Engineering Services under this First Amended Agreement without prior written approval from County. All subcontracts shall include the provisions required in this First Amended Agreement. No subcontract shall relieve A/E of any responsibilities under this First Amended Agreement.

ARTICLE 18

REVIEW OF ARCHITECTURAL AND ENGINEERING SERVICES

A/E's Architectural and Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this First Amended Agreement. The completeness of any Architectural and Engineering Services submitted to County shall be determined by County within **thirty (30) days** of such submittal and County shall notify A/E in writing within such **thirty (30) day** period if such Architectural and Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify A/E and County's technical review process will begin.

If the submission is not Complete, County shall notify A/E, who shall perform such professional services as are required to complete the Architectural and Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Architectural and Engineering Services for compliance with this First Amended Agreement. If necessary, the completed Architectural and Engineering Services shall be returned to A/E, who shall perform any required Architectural and Engineering Services and resubmit it to County. This process shall be repeated until the Architectural and Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this First Amended Agreement has been achieved.

C. Final Approval. After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Architectural and Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, A/E shall, without additional compensation, perform any work required as a result of A/E's development of the work which is found to be in error or omission due to A/E's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Architectural and Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of A/E's Architectural and Engineering Services as Complete, Accepted, or having attained Final Approved under this First Amended Agreement, the decision of the County shall be final and binding on A/E , subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on A/E. A/E'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE A/E BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE A/E'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ARCHITECTURAL AND ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19

VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this First Amended Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E .

ARTICLE 20

TERMINATION

This First Amended Agreement may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Architectural and Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days'** written notice to A/E
- E.** By satisfactory completion of all Architectural and Engineering Services and obligations described herein.

Should County terminate this First Amended Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E In determining the value of the Architectural and Engineering Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Architectural and Engineering Services at termination will be based on a percentage of the Architectural and Engineering Services completed at that time. Should County terminate this First Amended Agreement under Subsection (D) immediately above, then the amount charged during

the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this First Amended Agreement or if County terminates this First Amended Agreement for fault on the part of A/E , then County shall give consideration to the actual costs incurred by A/E in performing the Architectural and Engineering Services to the date of default, the amount of Architectural and Engineering Services required which was satisfactorily completed to date of default, the value of the Architectural and Engineering Services which are usable to County, the cost to County of employing another firm to complete the Architectural and Engineering Services required and the time required to do so, and other factors which affect the value to County of the Architectural and Engineering Services performed at the time of default.

The termination of this First Amended Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this First Amended Agreement. If the termination of this First Amended Agreement is due to the failure of A/E to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Architectural and Engineering Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Architectural and Engineering Services under this First Amended Agreement.

ARTICLE 21

COMPLIANCE WITH LAWS

A. Compliance. A/E shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this First Amended Agreement, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of his/her/its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Architectural and Engineering Services contracted for herein.

B. Taxes. A/E will pay all taxes, if any, required by law arising by virtue of the Architectural and Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22

INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E , A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS FIRST AMENDED AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS FIRST AMENDED AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS FIRST AMENDED AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE FIRST AMENDED AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF A/E , ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN A/E IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. A/E SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT A/E , ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL

COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E , ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

A/E'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of his/her/its Architectural and Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 33**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24

PROFESSIONAL SEALS

The responsible architect and engineer shall sign, seal and date all appropriate submissions to County in accordance with the rules of the Texas Board of Architectural Examiners and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25

INSURANCE

A/E must comply with the following insurance requirements at all times during this First Amended Agreement:

A. Coverage Limits. A/E, at A/E's sole cost, shall purchase and maintain during the entire term while this First Amended Agreement is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and

on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. A/E shall be responsible for payment of premiums for all of the insurance coverages required under this section. A/E further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the A/E's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. A/E shall not commence any field work under this First Amended Agreement until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this First Amended Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the A/E, that no provision of this First Amended Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this First Amended Agreement.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/subconsultant performing work under this First Amended Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this First Amended Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in **this Article** above, including the required provisions and additional policy conditions as shown below in **this Article**.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/

subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this First Amended Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified **thirty (30) days** prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Auditor
c/o: Pam Navarrette
710 Main Street, Suite 301
Georgetown, Texas 78626

With copy to: Williamson County Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26 **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by A/E for governmental purposes.

ARTICLE 27 **SUCCESSORS AND ASSIGNS**

This First Amended Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet or

transfer any interest in this First Amended Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28

SEVERABILITY

In the event any one or more of the provisions contained in this First Amended Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this First Amended Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29

PRIOR AGREEMENTS SUPERSEDED

This First Amended Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This First Amended Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30

A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this First Amended Agreement, detailed records identifying each individual performing the Architectural and Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this First Amended Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of A/E which are directly pertinent to the services to be performed under this First Amended Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this First Amended Agreement shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

A/E: Talex Inc., Engineers
Attn: Thomas R. Alexander
6300 La Calma Dr., Suite 100
Austin, TX 78752

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to **Article 3** hereof, A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Architectural and Engineering Services for each phase of this First Amended Agreement within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this First Amended Agreement. A/E shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this First Amended Agreement and the A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor A/E shall be deemed in violation of this First Amended Agreement if prevented from performing any of their obligations hereunder by reasons

for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This First Amended Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This First Amended Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional architectural and engineering, consulting and related services performed or furnished by A/E and its employees under this First Amended Agreement will be the care and skill ordinarily used by members of A/E's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional A/E. However, since A/E has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

F. Opinions and Determinations. Where the terms of this First Amended Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the A/E), whether or not it results from or involves any action or failure to act by the A/E or any employee or agent of the A/E and which arises in any manner from the performance of this First Amended Agreement, the A/E shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The A/E shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the A/E's performance of work under this First Amended Agreement.

H. Gender, Number and Headings. Words of any gender used in this First Amended Agreement shall be held and construed to include any other gender, and words in the

singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this First Amended Agreement.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this First Amended Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this First Amended Agreement.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this First Amended 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.

K. No Waiver of Immunities. Nothing in this First Amended Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this First Amended Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this First Amended Agreement or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this First Amended Agreement, the terms and conditions set forth in this First Amended Agreement or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this First Amended Agreement.

N. Meaning of Day. For purposes of this First Amended Agreement, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this First Amended

Agreement. A/E understands and agrees that County's payment of amounts under this First Amended Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this First Amended Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this First Amended Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to A/E .

P. Termination of Work Authorization. Should it be determined that the progress in the production of A/E's services and work does not satisfy the requirements of the approved Work Authorization as provided by **Exhibit "C"**, attached hereto, the County shall review the approved Work Authorization with the A/E to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this First Amended Agreement and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33

DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this First Amended Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this First Amended Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this First Amended Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the First Amended Agreement.

ARTICLE 34

EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this First Amended Agreement and to the extent the Project is a federally funded project, A/E , for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The A/E shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this First Amended Agreement.

B. Nondiscrimination. The A/E , with regard to the work performed by it during the First Amended Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The A/E shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the A/E for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the A/E of the A/E's obligations under this First Amended Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The A/E shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in **this Article** as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the A/E shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the A/E's noncompliance with the nondiscrimination provisions of this First Amended Agreement, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation (if applicable) may determine to be appropriate, including, but not limited to:

1. withholding of payments to the A/E under the First Amended Agreement until the A/E complies, and/or;
2. cancellation, termination or suspension of the First Amended Agreement, in whole or in part.

F. Incorporation of Provisions. The A/E shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The A/E shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved

in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the A/E may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the A/E may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 35 **SIGNATORY WARRANTY**

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this First Amended Agreement and that he/she has full and complete authority to enter into this First Amended Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this First Amended Agreement.

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

A/E:
Talex Inc., Engineers

WILLIAMSON COUNTY:

By: TR ALEXANDER
Signature

By: _____

THOMAS R. ALEXANDER P.E.
Printed Name

Bill Gravell Jr.
Williamson County Judge

PRESIDENT, TALEX, INC.
Title

Date Signed: _____

Date Signed: 11/18/2020

LIST OF EXHIBITS ATTACHED

- | | |
|----------------------|---|
| (1) Exhibit A | Debarment Certification |
| (2) Exhibit B | Architectural and Engineering Services |
| (3) Exhibit C | Work Authorization |
| (4) Exhibit D | Rate Schedule |
| (5) Exhibit E | Williamson County Vendor Reimbursement Policy |
| (6) Exhibit F | Certificates of Insurance |

**EXHIBIT A
DEBARMENT CERTIFICATION**

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a **three (3)-year** period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph (1)(b)** of this certification;

(d) Have not within a **three (3)-year** period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past **three (3) years**.

TALEX, INC.

Name of Firm

T.R. ALEXANDER

Signature of Certifying Official

THOMAS R. ALEXANDER

Printed Name of Certifying Official

PRESIDENT

Title of Certifying Official

11/18

, 2020

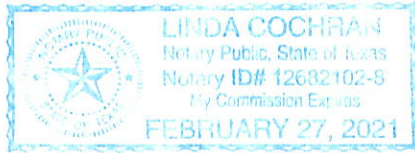
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

11/16/2020

SUBSCRIBED and sworn to before me the undersigned authority by Tom Alexander
the President of Talex Inc, on behalf of
said firm.



Linda Cochran
Notary Public in and for the
State of Texas

My commission expires: 2/27/21

EXHIBIT B

ARCHITECTURAL AND ENGINEERING SERVICES

Provide Architectural and Engineering design services and construction administration services for various small projects. Most if not all projects will be renovations of existing facilities.

- Design multiple remodel projects over the course of the First Amended Agreement.
- Some examples of possible projects can be seen in the following non-comprehensive list:
 1. Remodel of existing shell space into a courtroom.
 2. General building remodels.
 3. Assistance in bringing existing buildings into ADA compliance.
 4. HVAC, lighting and plumbing upgrades.

Detailed scope of services shall be defined in each Work Authorization.

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After First Amended Agreement Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the First Amended and Restated Agreement for Architectural and Engineering Services, being dated _____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "A/E").

Part 1. The A/E will provide the following Architectural and Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The firm fixed fee payable for services under this Work Authorization without modification is \$_____. The maximum allowable amount of reimbursable expenses that may be charged in relation to the services to be provided hereunder shall be \$_____.

Part 3. Payment to the A/E for the services established under this Work Authorization shall be made in accordance with the First Amended Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____, 20____. The Architectural and 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 First Amended Agreement.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. A/E understands and agrees that County's payment of amounts under this Work Authorization is contingent on 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 First Amended Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this First Amended Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination A/E.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this _____ day of _____, 20____.

A/E:

|

By: _____

Signature

Printed Name

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 A/E

Attachment C - Work Schedule

EXHIBIT D RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial **first (1st) year** of the First Amended Agreement and such rates shall be deemed the “Initial Base Rates”. A/E must request rate adjustments, in writing, at least **thirty (30) days** prior to each annual anniversary date of the First Amended Agreement and any rate changes will take effect on the **first (1st) day** following the prior year. If A/E fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective **thirty (30) days** after the County receives A/E’s written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the First Amended Agreement and the denominator of which is the index number for the **first (1st) month** of the First Amended Agreement (the index number for the month in which the First Amended Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy (“Policy”) is to provide clear guidelines to vendors on Williamson County’s expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County’s request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel on vendors outside a **fifty (50)-mile** radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of **fifty dollars (\$50.00) per day** on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of **twenty dollars (\$20.00) per day**. The travel must be outside the Williamson County, Texas line by a **fifty (50)-mile** radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a **fifty (50)-mile** radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a **fifty (50)-mile** radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose
 - 7.2.1.4 Name of traveler(s)
 - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a **fifty (50)-mile** radius.

- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental

- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Technology Fees
- 10.28 Sales tax on goods purchased
- 10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F
CERTIFICATES OF INSURANCE
ATTACHED BEHIND THIS PAGE

Commissioners Court - Regular Session**20.****Meeting Date:** 11/24/2020

KGA Architecture, Inc. First Amended and Restated Agreement for Architectural and Engineering Services

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 a First Amended and Restated Agreement for Architectural and Engineering Services by and between Williamson County and KGA Architecture, Inc. relating to Architectural and Engineering Services for Small Project Architectural Services that said firm is providing pursuant to the original Agreement for Architectural and Engineering Services dated effective January 30, 2019.

Background

This First Amended and Restated Agreement for Architectural and Engineering Services modifies the compensation method of the original agreement by setting forth that payment of fees will be based on a percentage of completion of a scope of services as opposed to the current hourly billing basis for services; sets forth that a maximum cap will be set on the amount of reimbursable expenses that may be paid for an assigned scope of services on each specific project; provides invoicing requirements in relation to payment requests to the county; and revises the Work Authorization template that is to be used under the agreement. The remainder of the original agreement will remain in place and continue in full force.

Fiscal Impact

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

Attachments

KGA First Amended and Restated Agreement

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 11/20/2020

Reviewed By

Hal Hawes

Andrea Schiele

Date

11/19/2020 04:13 PM

11/20/2020 08:21 AM

Started On: 11/19/2020 10:51 AM



FIRST AMENDED AND RESTATED AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

THIS FIRST AMENDED AND RESTATED AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES ("First Amended Agreement") is made and entered into by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas, hereinafter "County", and **KGA Architecture, Inc.**, hereinafter "A/E".

RECITALS

The County intends to **Secure Architectural and Engineering Services for Small Project Architectural Services**, hereinafter called the "Project"; and

The County desires that the A/E perform certain professional architectural and engineering services in connection with the Project; and

The A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, the County and the A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1

CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this First Amended Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this First Amended Agreement), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in **Article 14**) which are subsequently issued. These form the entire contract, and all are as fully a part of this First Amended Agreement as if attached to this First Amended Agreement or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. National Environmental Policy Act (NEPA);

- B. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions;
- C. Americans with Disabilities Act (ADA) Regulations;
- D. International Building Code, current edition as updated
- E. National Electrical Code, latest edition;
- F. Williamson County Design Criteria & Project Development Manual, latest edition; and
- G. All other local, state and federal documents, codes and regulations to which the Project must comply.

ARTICLE 2

NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. A/E warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this First Amended Agreement, and that he/she/it has not paid or agreed to pay any company or A/E any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this First Amended Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this First Amended Agreement without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. A/E must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. A/E covenants and represents that A/E, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3

ARCHITECTURAL AND ENGINEERING SERVICES

A/E shall perform Architectural and Engineering Services as generally described in **Exhibit B** entitled "Architectural and Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the A/E to perform one or more specified tasks of the Architectural and Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by

County and A/E of all Architectural and Engineering Services and a fixed fee amount agreed upon by the County and A/E. The Work Authorization will not waive the A/E's responsibilities and obligations established in this First Amended Agreement. The executed Work Authorizations shall become part of this First Amended Agreement.

All work must be completed on or before the date specified in the Work Authorization. The A/E shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the A/E from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Architectural and Engineering Services take longer than shown on the Work Authorization, through no fault of A/E, A/E may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4 **CONTRACT TERM**

A. Term. The A/E is expected to complete the Architectural and Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If A/E does not perform the Architectural and Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this First Amended Agreement as set forth below in **Article 20**. So long as the County elects not to terminate this First Amended Agreement, it shall continue from day to day until such time as the Architectural and Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Architectural and Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. A/E shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Architectural and Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. A/E acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Architectural and Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in **Article 3** herein, A/E shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Architectural and Engineering Services required under this First Amended Agreement in a professional manner.

C. Commencement of Architectural and Engineering Services. After execution of this First Amended Agreement, A/E shall not proceed with Architectural and Engineering Services

until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in **Article 8**.

ARTICLE 5

COMPENSATION AND EXPENSES

The maximum amount payable under this First Amended Agreement, without modification, is **One Million Dollars (\$ 1,000,000)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation and reimbursable expenses authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Architectural and Engineering Services set forth in **Exhibit B**, as authorized by County. Should the actual costs of all labor and non-labor costs rendered under this First Amended Agreement for all Work Authorizations and Supplemental Work Authorizations be less than the above stated Compensation Cap, then A/E shall receive compensation for only actual fees and costs of the Architectural and Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The firm fixed fee amount to be paid under each Work Authorization and any applicable Supplemental Work Authorization shall be based upon all estimated labor costs required in the performance of all tasks and milestones set forth in each Work Authorization and any applicable Supplemental Work Authorization. A/E shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Architectural and Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Architectural and Engineering Services shall be an absolute condition of payment. Compensation for tasks and milestones will be paid by County by monthly invoices of percentage completion. County will only be obligated to pay A/E for the performance of tasks and milestones actually rendered and incurred, which may be less than the firm fixed fee set forth in each Work Authorization.

The Compensation Cap herein referenced may be adjusted for Additional Architectural and Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this First Amended Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Each Work Authorization and any applicable Supplemental Work Authorization shall set forth the maximum allowable amount of reimbursable expenses that may be charged in relation to the Architectural and Engineering Services to be provided under such Work Authorization and any applicable Supplemental Work Authorization. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to A/E without mark-up.

In the event County and A/E agree that the compensation for Architectural and Engineering Services performed under a particular Work Authorization or Supplemental Work Authorization shall be paid on an hourly rate with a not-to-exceed fee amount as opposed to a firm fixed fee, the basis of compensation for A/E's principals and employees engaged in the performance of the Architectural and Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

ARTICLE 6

METHOD OF PAYMENT

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of tasks and milestones under an applicable Work Authorization, or Supplemental Work Authorizations related thereto, and the compensation which is due for percentage completion. The charges shall be accompanied by an affidavit signed by an officer or principal of A/E certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct. For Additional Architectural and Engineering Services performed pursuant to this First Amended Agreement, a separate invoice or itemization of the Additional Architectural and Engineering Services must be presented with the same aforementioned requirements. The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve A/E of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Payments shall be made by County based upon Architectural and Engineering Services actually provided and performed.^a Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within **thirty (30) days** of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Architectural and Engineering Services performed. A/E has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7

PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete,

^a See also, Art. 32(P) "Termination of Work Authorization".

or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later.

A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between A/E and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Architectural and Engineering Services performed which causes the payment to be late; or
- D. The invoice is not submitted to Williamson County^b in strict accordance with instructions, if any, on the purchase order, or this First Amended Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8

COMMENCEMENT OF ARCHITECTURAL AND ENGINEERING SERVICES

The A/E shall not proceed with any task of the Architectural and Engineering Services until A/E has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Architectural and Engineering Services. The County shall not be responsible for work performed or costs incurred by A/E related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. A/E shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9

PROJECT TEAM

County's Designated Representative for purposes of this First Amended Agreement is as follows:

^b See Art. 6, *supra*.

Williamson County Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this First Amended Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this First Amended Agreement, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this First Amended Agreement, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this First Amended Agreement is as follows:

KGA Architecture, Inc.
Attn: Rick Romito
1701 Directors Blvd., Suite 770
Austin, TX 78744

A/E shall have the right, from time to time, to change the A/E's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by A/E under this First Amended Agreement, the A/E's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this First Amended Agreement, in which case, actions taken by the A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and First Amended Agreement Amendments on behalf of A/E.

ARTICLE 10

PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Architectural and Engineering Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Architectural and Engineering Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Architectural and Engineering Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Architectural and Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Architectural and Engineering Services, including but not limited to the following:

- A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Architectural and Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11

SUSPENSION

Should County desire to suspend the Architectural and Engineering Services, but not to terminate this First Amended Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Architectural and Engineering Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Architectural and Engineering Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this First Amended Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this First Amended Agreement and, in the event, A/E shall be compensated for all Architectural and Engineering Services performed and reimbursable expenses incurred, provided such Architectural and Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Architectural and Engineering Services, the contract period as determined in **Article 4**, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Architectural and Engineering Services performed or costs incurred prior to the date authorized by County for A/E to begin Architectural and Engineering Services, and/or during periods when Architectural and Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12

ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES

If A/E forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this First Amended Agreement, as set forth in **Exhibit B** or within an executed Work Authorization and any applicable Supplemental Work Authorization, and as such constitutes extra work ("Additional Architectural and Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Architectural and Engineering Services, County shall so advise A/E and a written Contract Amendment will be executed between the parties as provided in **Article 14**. Any increase to the Compensation Cap due to Additional Architectural and Engineering Services must be set forth in such Contract Amendment. A/E shall not perform any proposed Additional Architectural and Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Architectural and Engineering Services, a written Work Authorization, which sets forth the Additional Architectural and Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by A/E nor for any costs incurred by A/E relating to Additional Architectural and Engineering Services not directly associated with the performance of the Architectural and Engineering Services authorized in this First Amended Agreement, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13

CHANGES IN COMPLETED ARCHITECTURAL AND ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Architectural and Engineering Services or parts thereof which involve changes to the original Architectural and Engineering Services or character of Architectural and Engineering Services under this First Amended Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Architectural and Engineering Services and paid for as specified under **Article 12**.

A/E shall make revisions to Architectural and Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Architectural and Engineering Services.

ARTICLE 14

CONTRACT AMENDMENTS

The terms set out in this First Amended Agreement may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this First Amended Agreement (i.e. changes to the overall scope of Architectural and Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15

USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as “Architectural and Engineering Work Products”) prepared by A/E and its subcontractors/subconsultants are related exclusively to the services described in this First Amended Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E’s designs under this First Amended Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County’s sole risk and without liability to A/E.

By execution of this First Amended Agreement and in confirmation of the fee for services to be paid under this First Amended Agreement, A/E hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this First Amended Agreement. Copies may be retained by A/E. A/E shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by A/E or anyone connected with A/E, including agents, employees, A/E or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this First Amended Agreement, A/E grants to County permission to reproduce A/E’s work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this First Amended Agreement. A/E shall obtain similar permission from A/E’s subcontractors/subconsultants consistent with this First Amended Agreement. If and upon the date A/E is adjudged in default of this First Amended Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Architectural and Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Architectural and Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Architectural and Architectural and Engineering Work Products shall be at County's sole risk and without liability to A/E and its A/E.

Prior to A/E providing to County any Architectural and Engineering Work Products in electronic form or County providing to A/E any electronic data for incorporation into the Architectural and Engineering Work Products, County and A/E shall by separate written contract set forth the specific conditions governing the format of such Architectural and Engineering Work Products or electronic data, including any special limitations not otherwise provided in this First Amended Agreement. Any electronic files are provided by A/E for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other A/E subsequent to the completion of the Project. Any such change shall be sealed by the A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16

PERSONNEL, EQUIPMENT AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Architectural and Engineering Services, and adequate and sufficient personnel and equipment to perform the Architectural and Engineering Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Architectural and Engineering Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Architectural and Engineering Services required under this First Amended Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 17

SUBCONTRACTING

A/E shall not assign, subcontract or transfer any portion of the Architectural and

Engineering Services under this First Amended Agreement without prior written approval from County. All subcontracts shall include the provisions required in this First Amended Agreement. No subcontract shall relieve A/E of any responsibilities under this First Amended Agreement.

ARTICLE 18

REVIEW OF ARCHITECTURAL AND ENGINEERING SERVICES

A/E's Architectural and Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this First Amended Agreement. The completeness of any Architectural and Engineering Services submitted to County shall be determined by County within **thirty (30) days** of such submittal and County shall notify A/E in writing within such **thirty (30) day** period if such Architectural and Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify A/E and County's technical review process will begin.

If the submission is not Complete, County shall notify A/E, who shall perform such professional services as are required to complete the Architectural and Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Architectural and Engineering Services for compliance with this First Amended Agreement. If necessary, the completed Architectural and Engineering Services shall be returned to A/E, who shall perform any required Architectural and Engineering Services and resubmit it to County. This process shall be repeated until the Architectural and Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this First Amended Agreement has been achieved.

C. Final Approval. After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Architectural and Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, A/E shall, without additional compensation, perform any work required as a result of A/E's development of the work which is found to be in error or omission due to A/E's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Architectural and Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of A/E's Architectural and Engineering Services as Complete, Accepted, or having attained Final Approved under this First Amended Agreement, the decision of the County shall be final and binding on A/E , subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on A/E. A/E'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE A/E BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE A/E'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ARCHITECTURAL AND ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19

VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this First Amended Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E .

ARTICLE 20

TERMINATION

This First Amended Agreement may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Architectural and Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days'** written notice to A/E
- E.** By satisfactory completion of all Architectural and Engineering Services and obligations described herein.

Should County terminate this First Amended Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E In determining the value of the Architectural and Engineering Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Architectural and Engineering Services at termination will be based on a percentage of the Architectural and Engineering Services completed at that time. Should County terminate this First Amended Agreement under Subsection (D) immediately above, then the amount charged during

the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this First Amended Agreement or if County terminates this First Amended Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Architectural and Engineering Services to the date of default, the amount of Architectural and Engineering Services required which was satisfactorily completed to date of default, the value of the Architectural and Engineering Services which are usable to County, the cost to County of employing another firm to complete the Architectural and Engineering Services required and the time required to do so, and other factors which affect the value to County of the Architectural and Engineering Services performed at the time of default.

The termination of this First Amended Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this First Amended Agreement. If the termination of this First Amended Agreement is due to the failure of A/E to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Architectural and Engineering Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Architectural and Engineering Services under this First Amended Agreement.

ARTICLE 21

COMPLIANCE WITH LAWS

A. Compliance. A/E shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this First Amended Agreement, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of his/her/its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Architectural and Engineering Services contracted for herein.

B. Taxes. A/E will pay all taxes, if any, required by law arising by virtue of the Architectural and Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22

INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E , A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS FIRST AMENDED AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS FIRST AMENDED AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS FIRST AMENDED AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE FIRST AMENDED AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF A/E , ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN A/E IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. A/E SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT A/E , ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL

COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E , ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

A/E'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of his/her/its Architectural and Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 33**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24

PROFESSIONAL SEALS

The responsible architect and engineer shall sign, seal and date all appropriate submissions to County in accordance with the rules of the Texas Board of Architectural Examiners and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25

INSURANCE

A/E must comply with the following insurance requirements at all times during this First Amended Agreement:

A. Coverage Limits. A/E, at A/E's sole cost, shall purchase and maintain during the entire term while this First Amended Agreement is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and

on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. A/E shall be responsible for payment of premiums for all of the insurance coverages required under this section. A/E further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the A/E's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. A/E shall not commence any field work under this First Amended Agreement until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this First Amended Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the A/E, that no provision of this First Amended Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this First Amended Agreement.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/subconsultant performing work under this First Amended Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this First Amended Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in **this Article** above, including the required provisions and additional policy conditions as shown below in **this Article**.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/

subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this First Amended Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified **thirty (30) days** prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Auditor
c/o: Pam Navarrette
710 Main Street, Suite 301
Georgetown, Texas 78626

With copy to: Williamson County Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26 **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by A/E for governmental purposes.

ARTICLE 27 **SUCCESSORS AND ASSIGNS**

This First Amended Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet or

transfer any interest in this First Amended Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28

SEVERABILITY

In the event any one or more of the provisions contained in this First Amended Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this First Amended Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29

PRIOR AGREEMENTS SUPERSEDED

This First Amended Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This First Amended Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30

A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this First Amended Agreement, detailed records identifying each individual performing the Architectural and Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this First Amended Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of A/E which are directly pertinent to the services to be performed under this First Amended Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this First Amended Agreement shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

A/E: KGA Architecture, Inc.
Attn: Rick Romito
1701 Directors Blvd., Suite 770
Austin, TX 78744

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to **Article 3** hereof, A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Architectural and Engineering Services for each phase of this First Amended Agreement within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this First Amended Agreement. A/E shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this First Amended Agreement and the A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor A/E shall be deemed in violation of this First Amended Agreement if prevented from performing any of their obligations hereunder by reasons

for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This First Amended Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This First Amended Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional architectural and engineering, consulting and related services performed or furnished by A/E and its employees under this First Amended Agreement will be the care and skill ordinarily used by members of A/E's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional A/E. However, since A/E has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

F. Opinions and Determinations. Where the terms of this First Amended Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the A/E), whether or not it results from or involves any action or failure to act by the A/E or any employee or agent of the A/E and which arises in any manner from the performance of this First Amended Agreement, the A/E shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The A/E shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the A/E's performance of work under this First Amended Agreement.

H. Gender, Number and Headings. Words of any gender used in this First Amended Agreement shall be held and construed to include any other gender, and words in the

singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this First Amended Agreement.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this First Amended Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this First Amended Agreement.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this First Amended 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.

K. No Waiver of Immunities. Nothing in this First Amended Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this First Amended Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this First Amended Agreement or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this First Amended Agreement, the terms and conditions set forth in this First Amended Agreement or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this First Amended Agreement.

N. Meaning of Day. For purposes of this First Amended Agreement, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this First Amended

Agreement. A/E understands and agrees that County's payment of amounts under this First Amended Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this First Amended Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this First Amended Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to A/E .

P. Termination of Work Authorization. Should it be determined that the progress in the production of A/E's services and work does not satisfy the requirements of the approved Work Authorization as provided by **Exhibit "C"**, attached hereto, the County shall review the approved Work Authorization with the A/E to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this First Amended Agreement and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33

DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this First Amended Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this First Amended Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this First Amended Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the First Amended Agreement.

ARTICLE 34

EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this First Amended Agreement and to the extent the Project is a federally funded project, A/E , for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The A/E shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this First Amended Agreement.

B. Nondiscrimination. The A/E , with regard to the work performed by it during the First Amended Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The A/E shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the A/E for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the A/E of the A/E's obligations under this First Amended Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The A/E shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in **this Article** as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the A/E shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the A/E's noncompliance with the nondiscrimination provisions of this First Amended Agreement, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation (if applicable) may determine to be appropriate, including, but not limited to:

1. withholding of payments to the A/E under the First Amended Agreement until the A/E complies, and/or;
2. cancellation, termination or suspension of the First Amended Agreement, in whole or in part.

F. Incorporation of Provisions. The A/E shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The A/E shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved

in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the A/E may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the A/E may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 35 **SIGNATORY WARRANTY**

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this First Amended Agreement and that he/she has full and complete authority to enter into this First Amended Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this First Amended Agreement.

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

A/E:
KGA Architecture, Inc.

By: 
Signature

Richard Romito
Printed Name

Partner, COO/CFO
Title

Date Signed: November 17, 2020

WILLIAMSON COUNTY:

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

LIST OF EXHIBITS ATTACHED

- | | |
|----------------------|---|
| (1) Exhibit A | Debarment Certification |
| (2) Exhibit B | Architectural and Engineering Services |
| (3) Exhibit C | Work Authorization |
| (4) Exhibit D | Rate Schedule |
| (5) Exhibit E | Williamson County Vendor Reimbursement Policy |
| (6) Exhibit F | Certificates of Insurance |

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a **three (3)-year** period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;


(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph (1)(b)** of this certification;

(d) Have not within a **three (3)-year** period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past **three (3) years**.

KGA Architecture, Inc. dba kga, Inc.

Name of Firm



Signature of Certifying Official

Richard Romito

Printed Name of Certifying Official

Partner, COO/CFO

Title of Certifying Official

November 17, 2020 |

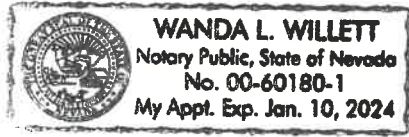
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

11/16/2020

SUBSCRIBED and sworn to before me the undersigned authority by Richard Romito
the Partner of KBA, on behalf of
said firm.



Wanda L. Willett
Notary Public in and for the
State of ~~Texas~~ Nevada

My commission expires: January 10, 2024

EXHIBIT B

ARCHITECTURAL AND ENGINEERING SERVICES

Provide Architectural and Engineering design services and construction administration services for various small projects. Most if not all projects will be renovations of existing facilities.

- Design multiple remodel projects over the course of the First Amended Agreement.
- Some examples of possible projects can be seen in the following non-comprehensive list:
 1. Remodel of existing shell space into a courtroom.
 2. General building remodels.
 3. Assistance in bringing existing buildings into ADA compliance.
 4. HVAC, lighting and plumbing upgrades.

Detailed scope of services shall be defined in each Work Authorization.

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After First Amended Agreement Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the First Amended and Restated Agreement for Architectural and Engineering Services, being dated _____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "A/E").

Part 1. The A/E will provide the following Architectural and Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The firm fixed fee payable for services under this Work Authorization without modification is \$_____. The maximum allowable amount of reimbursable expenses that may be charged in relation to the services to be provided hereunder shall be \$_____.

Part 3. Payment to the A/E for the services established under this Work Authorization shall be made in accordance with the First Amended Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____, 20____. The Architectural and 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 First Amended Agreement.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. A/E understands and agrees that County's payment of amounts under this Work Authorization is contingent on 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 First Amended Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this First Amended Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination A/E.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this _____ day of _____, 20____.

A/E:

|

By: _____

Signature

Printed Name

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 A/E

Attachment C - Work Schedule

EXHIBIT D RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial **first (1st) year** of the First Amended Agreement and such rates shall be deemed the “Initial Base Rates”. A/E must request rate adjustments, in writing, at least **thirty (30) days** prior to each annual anniversary date of the First Amended Agreement and any rate changes will take effect on the **first (1st) day** following the prior year. If A/E fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective **thirty (30) days** after the County receives A/E’s written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the First Amended Agreement and the denominator of which is the index number for the **first (1st) month** of the First Amended Agreement (the index number for the month in which the First Amended Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy (“Policy”) is to provide clear guidelines to vendors on Williamson County’s expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County’s request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel on vendors outside a **fifty (50)-mile** radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of **fifty dollars (\$50.00) per day** on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of **twenty dollars (\$20.00) per day**. The travel must be outside the Williamson County, Texas line by a **fifty (50)-mile** radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a **fifty (50)-mile** radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a **fifty (50)-mile** radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose
 - 7.2.1.4 Name of traveler(s)
 - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a **fifty (50)-mile** radius.

- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental

- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Technology Fees
- 10.28 Sales tax on goods purchased
- 10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F
CERTIFICATES OF INSURANCE
ATTACHED BEHIND THIS PAGE

Commissioners Court - Regular Session**21.****Meeting Date:** 11/24/2020

MWM Design Group, Inc. First Amended and Restated Agreement for Architectural and Engineering Services

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 a First Amended and Restated Agreement for Architectural and Engineering Services by and between Williamson County and MWM Design Group, Inc. relating to Architectural and Engineering Services for Small Project Architectural Services that said firm is providing pursuant to the original Agreement for Architectural and Engineering Services dated effective January 30, 2019.

Background

This First Amended and Restated Agreement for Architectural and Engineering Services modifies the compensation method of the original agreement by setting forth that payment of fees will be based on a percentage of completion of a scope of services as opposed to the current hourly billing basis for services; sets forth that a maximum cap will be set on the amount of reimbursable expenses that may be paid for an assigned scope of services on each specific project; provides invoicing requirements in relation to payment requests to the county; and revises the Work Authorization template that is to be used under the agreement. The remainder of the original agreement will remain in place and continue in full force.

Fiscal Impact

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

Attachments

MWM First Amended and Restated Agreement

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 11/20/2020

Reviewed By

Hal Hawes

Andrea Schiele

Date

11/19/2020 04:13 PM

11/20/2020 08:21 AM

Started On: 11/19/2020 10:53 AM



FIRST AMENDED AND RESTATED AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

THIS FIRST AMENDED AND RESTATED AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES ("First Amended Agreement") is made and entered into by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas, hereinafter "County", and **MWM Design Group, Inc.**, hereinafter "A/E".

RECITALS

The County intends to **Secure Architectural and Engineering Services for Small Project Architectural Services**, hereinafter called the "Project"; and

The County desires that the A/E perform certain professional architectural and engineering services in connection with the Project; and

The A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, the County and the A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1

CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this First Amended Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this First Amended Agreement), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in **Article 14**) which are subsequently issued. These form the entire contract, and all are as fully a part of this First Amended Agreement as if attached to this First Amended Agreement or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. National Environmental Policy Act (NEPA);

- B. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions;
- C. Americans with Disabilities Act (ADA) Regulations;
- D. International Building Code, current edition as updated
- E. National Electrical Code, latest edition;
- F. Williamson County Design Criteria & Project Development Manual, latest edition; and
- G. All other local, state and federal documents, codes and regulations to which the Project must comply.

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST
PROHIBITED

A. Non-collusion. A/E warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this First Amended Agreement, and that he/she/it has not paid or agreed to pay any company or A/E any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this First Amended Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this First Amended Agreement without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. A/E must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. A/E covenants and represents that A/E, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ARCHITECTURAL AND ENGINEERING SERVICES

A/E shall perform Architectural and Engineering Services as generally described in **Exhibit B** entitled "Architectural and Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the A/E to perform one or more specified tasks of the Architectural and Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by

County and A/E of all Architectural and Engineering Services and a fixed fee amount agreed upon by the County and A/E. The Work Authorization will not waive the A/E's responsibilities and obligations established in this First Amended Agreement. The executed Work Authorizations shall become part of this First Amended Agreement.

All work must be completed on or before the date specified in the Work Authorization. The A/E shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the A/E from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Architectural and Engineering Services take longer than shown on the Work Authorization, through no fault of A/E, A/E may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4 **CONTRACT TERM**

A. Term. The A/E is expected to complete the Architectural and Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If A/E does not perform the Architectural and Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this First Amended Agreement as set forth below in **Article 20**. So long as the County elects not to terminate this First Amended Agreement, it shall continue from day to day until such time as the Architectural and Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Architectural and Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. A/E shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Architectural and Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. A/E acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Architectural and Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in **Article 3** herein, A/E shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Architectural and Engineering Services required under this First Amended Agreement in a professional manner.

C. Commencement of Architectural and Engineering Services. After execution of this First Amended Agreement, A/E shall not proceed with Architectural and Engineering Services

until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in **Article 8**.

ARTICLE 5

COMPENSATION AND EXPENSES

The maximum amount payable under this First Amended Agreement, without modification, is **One Million Dollars (\$ 1,000,000)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation and reimbursable expenses authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Architectural and Engineering Services set forth in **Exhibit B**, as authorized by County. Should the actual costs of all labor and non-labor costs rendered under this First Amended Agreement for all Work Authorizations and Supplemental Work Authorizations be less than the above stated Compensation Cap, then A/E shall receive compensation for only actual fees and costs of the Architectural and Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The firm fixed fee amount to be paid under each Work Authorization and any applicable Supplemental Work Authorization shall be based upon all estimated labor costs required in the performance of all tasks and milestones set forth in each Work Authorization and any applicable Supplemental Work Authorization. A/E shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Architectural and Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Architectural and Engineering Services shall be an absolute condition of payment. Compensation for tasks and milestones will be paid by County by monthly invoices of percentage completion. County will only be obligated to pay A/E for the performance of tasks and milestones actually rendered and incurred, which may be less than the firm fixed fee set forth in each Work Authorization.

The Compensation Cap herein referenced may be adjusted for Additional Architectural and Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this First Amended Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Each Work Authorization and any applicable Supplemental Work Authorization shall set forth the maximum allowable amount of reimbursable expenses that may be charged in relation to the Architectural and Engineering Services to be provided under such Work Authorization and any applicable Supplemental Work Authorization. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to A/E without mark-up.

In the event County and A/E agree that the compensation for Architectural and Engineering Services performed under a particular Work Authorization or Supplemental Work Authorization shall be paid on an hourly rate with a not-to-exceed fee amount as opposed to a firm fixed fee, the basis of compensation for A/E's principals and employees engaged in the performance of the Architectural and Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

ARTICLE 6

METHOD OF PAYMENT

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of tasks and milestones under an applicable Work Authorization, or Supplemental Work Authorizations related thereto, and the compensation which is due for percentage completion. The charges shall be accompanied by an affidavit signed by an officer or principal of A/E certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct. For Additional Architectural and Engineering Services performed pursuant to this First Amended Agreement, a separate invoice or itemization of the Additional Architectural and Engineering Services must be presented with the same aforementioned requirements. The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve A/E of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Payments shall be made by County based upon Architectural and Engineering Services actually provided and performed.^a Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within **thirty (30) days** of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Architectural and Engineering Services performed. A/E has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7

PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete,

^a See also, Art. 32(P) "Termination of Work Authorization".

or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later.

A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between A/E and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Architectural and Engineering Services performed which causes the payment to be late; or
- D. The invoice is not submitted to Williamson County^b in strict accordance with instructions, if any, on the purchase order, or this First Amended Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8

COMMENCEMENT OF ARCHITECTURAL AND ENGINEERING SERVICES

The A/E shall not proceed with any task of the Architectural and Engineering Services until A/E has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Architectural and Engineering Services. The County shall not be responsible for work performed or costs incurred by A/E related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. A/E shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9

PROJECT TEAM

County's Designated Representative for purposes of this First Amended Agreement is as follows:

^b See Art. 6, *supra*.

Williamson County Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this First Amended Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this First Amended Agreement, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this First Amended Agreement, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this First Amended Agreement is as follows:

MWM Design Group, Inc.
Attn: Julia M. Harrod
305 E. Huntland Dr., Suite 200
Austin, TX 78752

A/E shall have the right, from time to time, to change the A/E's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by A/E under this First Amended Agreement, the A/E's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this First Amended Agreement, in which case, actions taken by the A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and First Amended Agreement Amendments on behalf of A/E.

ARTICLE 10

PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Architectural and Engineering Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Architectural and Engineering Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Architectural and Engineering Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Architectural and Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Architectural and Engineering Services, including but not limited to the following:

- A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Architectural and Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11

SUSPENSION

Should County desire to suspend the Architectural and Engineering Services, but not to terminate this First Amended Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Architectural and Engineering Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Architectural and Engineering Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this First Amended Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this First Amended Agreement and, in the event, A/E shall be compensated for all Architectural and Engineering Services performed and reimbursable expenses incurred, provided such Architectural and Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Architectural and Engineering Services, the contract period as determined in **Article 4**, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Architectural and Engineering Services performed or costs incurred prior to the date authorized by County for A/E to begin Architectural and Engineering Services, and/or during periods when Architectural and Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12

ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES

If A/E forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this First Amended Agreement, as set forth in **Exhibit B** or within an executed Work Authorization and any applicable Supplemental Work Authorization, and as such constitutes extra work ("Additional Architectural and Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Architectural and Engineering Services, County shall so advise A/E and a written Contract Amendment will be executed between the parties as provided in **Article 14**. Any increase to the Compensation Cap due to Additional Architectural and Engineering Services must be set forth in such Contract Amendment. A/E shall not perform any proposed Additional Architectural and Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Architectural and Engineering Services, a written Work Authorization, which sets forth the Additional Architectural and Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by A/E nor for any costs incurred by A/E relating to Additional Architectural and Engineering Services not directly associated with the performance of the Architectural and Engineering Services authorized in this First Amended Agreement, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13

CHANGES IN COMPLETED ARCHITECTURAL AND ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Architectural and Engineering Services or parts thereof which involve changes to the original Architectural and Engineering Services or character of Architectural and Engineering Services under this First Amended Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Architectural and Engineering Services and paid for as specified under **Article 12**.

A/E shall make revisions to Architectural and Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Architectural and Engineering Services.

ARTICLE 14

CONTRACT AMENDMENTS

The terms set out in this First Amended Agreement may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this First Amended Agreement (i.e. changes to the overall scope of Architectural and Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15

USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as “Architectural and Engineering Work Products”) prepared by A/E and its subcontractors/subconsultants are related exclusively to the services described in this First Amended Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E’s designs under this First Amended Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County’s sole risk and without liability to A/E.

By execution of this First Amended Agreement and in confirmation of the fee for services to be paid under this First Amended Agreement, A/E hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this First Amended Agreement. Copies may be retained by A/E. A/E shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by A/E or anyone connected with A/E, including agents, employees, A/E or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this First Amended Agreement, A/E grants to County permission to reproduce A/E’s work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this First Amended Agreement. A/E shall obtain similar permission from A/E’s subcontractors/subconsultants consistent with this First Amended Agreement. If and upon the date A/E is adjudged in default of this First Amended Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Architectural and Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Architectural and Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Architectural and Architectural and Engineering Work Products shall be at County's sole risk and without liability to A/E and its A/E.

Prior to A/E providing to County any Architectural and Engineering Work Products in electronic form or County providing to A/E any electronic data for incorporation into the Architectural and Engineering Work Products, County and A/E shall by separate written contract set forth the specific conditions governing the format of such Architectural and Engineering Work Products or electronic data, including any special limitations not otherwise provided in this First Amended Agreement. Any electronic files are provided by A/E for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other A/E subsequent to the completion of the Project. Any such change shall be sealed by the A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16

PERSONNEL, EQUIPMENT AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Architectural and Engineering Services, and adequate and sufficient personnel and equipment to perform the Architectural and Engineering Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Architectural and Engineering Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Architectural and Engineering Services required under this First Amended Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 17

SUBCONTRACTING

A/E shall not assign, subcontract or transfer any portion of the Architectural and

Engineering Services under this First Amended Agreement without prior written approval from County. All subcontracts shall include the provisions required in this First Amended Agreement. No subcontract shall relieve A/E of any responsibilities under this First Amended Agreement.

ARTICLE 18

REVIEW OF ARCHITECTURAL AND ENGINEERING SERVICES

A/E's Architectural and Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this First Amended Agreement. The completeness of any Architectural and Engineering Services submitted to County shall be determined by County within **thirty (30) days** of such submittal and County shall notify A/E in writing within such **thirty (30) day** period if such Architectural and Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify A/E and County's technical review process will begin.

If the submission is not Complete, County shall notify A/E, who shall perform such professional services as are required to complete the Architectural and Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Architectural and Engineering Services for compliance with this First Amended Agreement. If necessary, the completed Architectural and Engineering Services shall be returned to A/E, who shall perform any required Architectural and Engineering Services and resubmit it to County. This process shall be repeated until the Architectural and Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this First Amended Agreement has been achieved.

C. Final Approval. After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Architectural and Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, A/E shall, without additional compensation, perform any work required as a result of A/E's development of the work which is found to be in error or omission due to A/E's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Architectural and Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of A/E's Architectural and Engineering Services as Complete, Accepted, or having attained Final Approved under this First Amended Agreement, the decision of the County shall be final and binding on A/E , subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on A/E. A/E'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE A/E BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE A/E'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ARCHITECTURAL AND ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19

VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this First Amended Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E .

ARTICLE 20

TERMINATION

This First Amended Agreement may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Architectural and Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days'** written notice to A/E
- E.** By satisfactory completion of all Architectural and Engineering Services and obligations described herein.

Should County terminate this First Amended Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E In determining the value of the Architectural and Engineering Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Architectural and Engineering Services at termination will be based on a percentage of the Architectural and Engineering Services completed at that time. Should County terminate this First Amended Agreement under Subsection (D) immediately above, then the amount charged during

the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this First Amended Agreement or if County terminates this First Amended Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Architectural and Engineering Services to the date of default, the amount of Architectural and Engineering Services required which was satisfactorily completed to date of default, the value of the Architectural and Engineering Services which are usable to County, the cost to County of employing another firm to complete the Architectural and Engineering Services required and the time required to do so, and other factors which affect the value to County of the Architectural and Engineering Services performed at the time of default.

The termination of this First Amended Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this First Amended Agreement. If the termination of this First Amended Agreement is due to the failure of A/E to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Architectural and Engineering Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Architectural and Engineering Services under this First Amended Agreement.

ARTICLE 21

COMPLIANCE WITH LAWS

A. Compliance. A/E shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this First Amended Agreement, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of his/her/its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Architectural and Engineering Services contracted for herein.

B. Taxes. A/E will pay all taxes, if any, required by law arising by virtue of the Architectural and Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22

INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E , A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS FIRST AMENDED AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS FIRST AMENDED AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS FIRST AMENDED AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE FIRST AMENDED AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF A/E , ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN A/E IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. A/E SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT A/E , ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL

COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E , ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

A/E'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of his/her/its Architectural and Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 33**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24

PROFESSIONAL SEALS

The responsible architect and engineer shall sign, seal and date all appropriate submissions to County in accordance with the rules of the Texas Board of Architectural Examiners and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25

INSURANCE

A/E must comply with the following insurance requirements at all times during this First Amended Agreement:

A. Coverage Limits. A/E, at A/E's sole cost, shall purchase and maintain during the entire term while this First Amended Agreement is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and

on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. A/E shall be responsible for payment of premiums for all of the insurance coverages required under this section. A/E further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the A/E's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. A/E shall not commence any field work under this First Amended Agreement until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this First Amended Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the A/E, that no provision of this First Amended Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this First Amended Agreement.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/subconsultant performing work under this First Amended Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this First Amended Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in **this Article** above, including the required provisions and additional policy conditions as shown below in **this Article**.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/

subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this First Amended Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified **thirty (30) days** prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Auditor
c/o: Pam Navarrette
710 Main Street, Suite 301
Georgetown, Texas 78626

With copy to: Williamson County Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26 **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by A/E for governmental purposes.

ARTICLE 27 **SUCCESSORS AND ASSIGNS**

This First Amended Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet or

transfer any interest in this First Amended Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28

SEVERABILITY

In the event any one or more of the provisions contained in this First Amended Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this First Amended Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29

PRIOR AGREEMENTS SUPERSEDED

This First Amended Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This First Amended Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30

A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this First Amended Agreement, detailed records identifying each individual performing the Architectural and Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this First Amended Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of A/E which are directly pertinent to the services to be performed under this First Amended Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this First Amended Agreement shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

A/E: MWM Design Group, Inc.
Attn: Julia M. Harrod
305 E. Huntland Dr., Suite 200
Austin, TX 78752

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to **Article 3** hereof, A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Architectural and Engineering Services for each phase of this First Amended Agreement within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this First Amended Agreement. A/E shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this First Amended Agreement and the A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor A/E shall be deemed in violation of this First Amended Agreement if prevented from performing any of their obligations hereunder by reasons

for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This First Amended Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This First Amended Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional architectural and engineering, consulting and related services performed or furnished by A/E and its employees under this First Amended Agreement will be the care and skill ordinarily used by members of A/E's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional A/E. However, since A/E has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

F. Opinions and Determinations. Where the terms of this First Amended Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the A/E), whether or not it results from or involves any action or failure to act by the A/E or any employee or agent of the A/E and which arises in any manner from the performance of this First Amended Agreement, the A/E shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The A/E shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the A/E's performance of work under this First Amended Agreement.

H. Gender, Number and Headings. Words of any gender used in this First Amended Agreement shall be held and construed to include any other gender, and words in the

singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this First Amended Agreement.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this First Amended Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this First Amended Agreement.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this First Amended 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.

K. No Waiver of Immunities. Nothing in this First Amended Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this First Amended Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this First Amended Agreement or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this First Amended Agreement, the terms and conditions set forth in this First Amended Agreement or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this First Amended Agreement.

N. Meaning of Day. For purposes of this First Amended Agreement, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this First Amended

Agreement. A/E understands and agrees that County's payment of amounts under this First Amended Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this First Amended Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this First Amended Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to A/E .

P. Termination of Work Authorization. Should it be determined that the progress in the production of A/E's services and work does not satisfy the requirements of the approved Work Authorization as provided by **Exhibit "C"**, attached hereto, the County shall review the approved Work Authorization with the A/E to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this First Amended Agreement and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33

DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this First Amended Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this First Amended Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this First Amended Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the First Amended Agreement.

ARTICLE 34

EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this First Amended Agreement and to the extent the Project is a federally funded project, A/E , for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The A/E shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this First Amended Agreement.

B. Nondiscrimination. The A/E , with regard to the work performed by it during the First Amended Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The A/E shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the A/E for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the A/E of the A/E's obligations under this First Amended Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The A/E shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in **this Article** as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the A/E shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the A/E's noncompliance with the nondiscrimination provisions of this First Amended Agreement, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation (if applicable) may determine to be appropriate, including, but not limited to:

1. withholding of payments to the A/E under the First Amended Agreement until the A/E complies, and/or;
2. cancellation, termination or suspension of the First Amended Agreement, in whole or in part.

F. Incorporation of Provisions. The A/E shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The A/E shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved

in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the A/E may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the A/E may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 35 **SIGNATORY WARRANTY**

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this First Amended Agreement and that he/she has full and complete authority to enter into this First Amended Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this First Amended Agreement.

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

A/E:
MWM Design Group, Inc.

By: 
Signature

Julia Harrod
Printed Name

President
Title

Date Signed: 11/18/2020

WILLIAMSON COUNTY:

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

LIST OF EXHIBITS ATTACHED

- | | |
|----------------------|---|
| (1) Exhibit A | Debarment Certification |
| (2) Exhibit B | Architectural and Engineering Services |
| (3) Exhibit C | Work Authorization |
| (4) Exhibit D | Rate Schedule |
| (5) Exhibit E | Williamson County Vendor Reimbursement Policy |
| (6) Exhibit F | Certificates of Insurance |

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a **three (3)-year** period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph (1)(b)** of this certification;

(d) Have not within a **three (3)-year** period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past **three (3) years**.

MWM DesignGroup, Inc.

Name of Firm



Signature of Certifying Official

Julia Harrod

Printed Name of Certifying Official

President

Title of Certifying Official

11/18 _____, 2020 |

Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

11/16/2020

SUBSCRIBED and sworn to before me the undersigned authority by _____
_____ the _____ of _____, on behalf of
said firm.

Notary Public in and for the
State of Texas

My commission expires: _____ |

EXHIBIT B

ARCHITECTURAL AND ENGINEERING SERVICES

Provide Architectural and Engineering design services and construction administration services for various small projects. Most if not all projects will be renovations of existing facilities.

- Design multiple remodel projects over the course of the First Amended Agreement.
- Some examples of possible projects can be seen in the following non-comprehensive list:
 1. Remodel of existing shell space into a courtroom.
 2. General building remodels.
 3. Assistance in bringing existing buildings into ADA compliance.
 4. HVAC, lighting and plumbing upgrades.

Detailed scope of services shall be defined in each Work Authorization.

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After First Amended Agreement Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the First Amended and Restated Agreement for Architectural and Engineering Services, being dated _____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "A/E").

Part 1. The A/E will provide the following Architectural and Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The firm fixed fee payable for services under this Work Authorization without modification is \$_____. The maximum allowable amount of reimbursable expenses that may be charged in relation to the services to be provided hereunder shall be \$_____.

Part 3. Payment to the A/E for the services established under this Work Authorization shall be made in accordance with the First Amended Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____, 20____. The Architectural and 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 First Amended Agreement.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. A/E understands and agrees that County's payment of amounts under this Work Authorization is contingent on 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 First Amended Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this First Amended Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination A/E.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this _____ day of _____, 20____.

A/E:

|

By: _____

Signature

Printed Name

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 A/E

Attachment C - Work Schedule

EXHIBIT D RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial **first (1st) year** of the First Amended Agreement and such rates shall be deemed the “Initial Base Rates”. A/E must request rate adjustments, in writing, at least **thirty (30) days** prior to each annual anniversary date of the First Amended Agreement and any rate changes will take effect on the **first (1st) day** following the prior year. If A/E fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective **thirty (30) days** after the County receives A/E’s written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the First Amended Agreement and the denominator of which is the index number for the **first (1st) month** of the First Amended Agreement (the index number for the month in which the First Amended Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

2020**MWM DesignGroup Rates**

| Labor Categories | |
|---|-----------|
| Licensed Professional V / Principal | \$ 305.00 |
| Licensed Professional IV / Sr Project Manager | \$ 235.00 |
| Licensed Professional II / Project Manager | \$ 170.00 |
| Licensed Professional I / Project Manager | \$ 140.00 |
| Engineering/Arch Support Staff II | \$ 130.00 |
| Engineering/Arch Support Staff I | \$ 100.00 |
| Sr Technician | \$ 112.00 |
| Technician | \$ 98.00 |
| | |
| 3 Person Field Crew | \$ 218.25 |
| 2 Person Field Crew | \$ 171.50 |
| 1 Person Field Crew | \$ 117.50 |

EXHIBIT E

Williamson County Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy (“Policy”) is to provide clear guidelines to vendors on Williamson County’s expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County’s request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel on vendors outside a **fifty (50)-mile** radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of **fifty dollars (\$50.00) per day** on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of **twenty dollars (\$20.00) per day**. The travel must be outside the Williamson County, Texas line by a **fifty (50)-mile** radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a **fifty (50)-mile** radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a **fifty (50)-mile** radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose
 - 7.2.1.4 Name of traveler(s)
 - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a **fifty (50)-mile** radius.

- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental

- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Technology Fees
- 10.28 Sales tax on goods purchased
- 10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F
CERTIFICATES OF INSURANCE
ATTACHED BEHIND THIS PAGE

Commissioners Court - Regular Session**22.****Meeting Date:** 11/24/2020

Reliance Architecture, LLC First Amended and Restated Agreement for Architectural and Engineering Services

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 a First Amended and Restated Agreement for Architectural and Engineering Services by and between Williamson County and Reliance Architecture Inc. relating to Architectural and Engineering Services for Small Project Architectural Services that said firm is providing pursuant to the original Agreement for Architectural and Engineering Services dated effective January 19, 2019.

Background

This First Amended and Restated Agreement for Architectural and Engineering Services modifies the compensation method of the original agreement by setting forth that payment of fees will be based on a percentage of completion of a scope of services as opposed to the current hourly billing basis for services; sets forth that a maximum cap will be set on the amount of reimbursable expenses that may be paid for an assigned scope of services on each specific project; provides invoicing requirements in relation to payment requests to the county; and revises the Work Authorization template that is to be used under the agreement. The remainder of the original agreement will remain in place and continue in full force.

Fiscal Impact

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

Attachments

Reliance First Amended and Restated Agreement

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 11/20/2020

Reviewed By

Hal Hawes

Andrea Schiele

Date

11/19/2020 04:13 PM

11/20/2020 08:21 AM

Started On: 11/19/2020 10:56 AM



FIRST AMENDED AND RESTATED AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

THIS FIRST AMENDED AND RESTATED AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES ("First Amended Agreement") is made and entered into by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas, hereinafter "County", and **Reliance Architecture, LLC.**, hereinafter "A/E".

RECITALS

The County intends to **Secure Architectural and Engineering Services for Small Project Architectural Services**, hereinafter called the "Project"; and

The County desires that the A/E perform certain professional architectural and engineering services in connection with the Project; and

The A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, the County and the A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1

CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this First Amended Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this First Amended Agreement), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in **Article 14**) which are subsequently issued. These form the entire contract, and all are as fully a part of this First Amended Agreement as if attached to this First Amended Agreement or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. National Environmental Policy Act (NEPA);

- B. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions;
- C. Americans with Disabilities Act (ADA) Regulations;
- D. International Building Code, current edition as updated
- E. National Electrical Code, latest edition;
- F. Williamson County Design Criteria & Project Development Manual, latest edition; and
- G. All other local, state and federal documents, codes and regulations to which the Project must comply.

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST
PROHIBITED

A. Non-collusion. A/E warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this First Amended Agreement, and that he/she/it has not paid or agreed to pay any company or A/E any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this First Amended Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this First Amended Agreement without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. A/E must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. A/E covenants and represents that A/E, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ARCHITECTURAL AND ENGINEERING SERVICES

A/E shall perform Architectural and Engineering Services as generally described in **Exhibit B** entitled "Architectural and Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the A/E to perform one or more specified tasks of the Architectural and Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by

County and A/E of all Architectural and Engineering Services and a fixed fee amount agreed upon by the County and A/E. The Work Authorization will not waive the A/E's responsibilities and obligations established in this First Amended Agreement. The executed Work Authorizations shall become part of this First Amended Agreement.

All work must be completed on or before the date specified in the Work Authorization. The A/E shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the A/E from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Architectural and Engineering Services take longer than shown on the Work Authorization, through no fault of A/E, A/E may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4 **CONTRACT TERM**

A. Term. The A/E is expected to complete the Architectural and Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If A/E does not perform the Architectural and Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this First Amended Agreement as set forth below in **Article 20**. So long as the County elects not to terminate this First Amended Agreement, it shall continue from day to day until such time as the Architectural and Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Architectural and Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. A/E shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Architectural and Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. A/E acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Architectural and Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in **Article 3** herein, A/E shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Architectural and Engineering Services required under this First Amended Agreement in a professional manner.

C. Commencement of Architectural and Engineering Services. After execution of this First Amended Agreement, A/E shall not proceed with Architectural and Engineering Services

until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in **Article 8**.

ARTICLE 5

COMPENSATION AND EXPENSES

The maximum amount payable under this First Amended Agreement, without modification, is **One Million Dollars (\$ 1,000,000)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation and reimbursable expenses authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Architectural and Engineering Services set forth in **Exhibit B**, as authorized by County. Should the actual costs of all labor and non-labor costs rendered under this First Amended Agreement for all Work Authorizations and Supplemental Work Authorizations be less than the above stated Compensation Cap, then A/E shall receive compensation for only actual fees and costs of the Architectural and Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The firm fixed fee amount to be paid under each Work Authorization and any applicable Supplemental Work Authorization shall be based upon all estimated labor costs required in the performance of all tasks and milestones set forth in each Work Authorization and any applicable Supplemental Work Authorization. A/E shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Architectural and Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Architectural and Engineering Services shall be an absolute condition of payment. Compensation for tasks and milestones will be paid by County by monthly invoices of percentage completion. County will only be obligated to pay A/E for the performance of tasks and milestones actually rendered and incurred, which may be less than the firm fixed fee set forth in each Work Authorization.

The Compensation Cap herein referenced may be adjusted for Additional Architectural and Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this First Amended Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Each Work Authorization and any applicable Supplemental Work Authorization shall set forth the maximum allowable amount of reimbursable expenses that may be charged in relation to the Architectural and Engineering Services to be provided under such Work Authorization and any applicable Supplemental Work Authorization. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to A/E without mark-up.

In the event County and A/E agree that the compensation for Architectural and Engineering Services performed under a particular Work Authorization or Supplemental Work Authorization shall be paid on an hourly rate with a not-to-exceed fee amount as opposed to a firm fixed fee, the basis of compensation for A/E's principals and employees engaged in the performance of the Architectural and Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

ARTICLE 6

METHOD OF PAYMENT

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of tasks and milestones under an applicable Work Authorization, or Supplemental Work Authorizations related thereto, and the compensation which is due for percentage completion. The charges shall be accompanied by an affidavit signed by an officer or principal of A/E certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct. For Additional Architectural and Engineering Services performed pursuant to this First Amended Agreement, a separate invoice or itemization of the Additional Architectural and Engineering Services must be presented with the same aforementioned requirements. The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve A/E of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Payments shall be made by County based upon Architectural and Engineering Services actually provided and performed.^a Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within **thirty (30) days** of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Architectural and Engineering Services performed. A/E has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7

PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete,

^a See also, Art. 32(P) "Termination of Work Authorization".

or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later.

A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between A/E and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Architectural and Engineering Services performed which causes the payment to be late; or
- D. The invoice is not submitted to Williamson County^b in strict accordance with instructions, if any, on the purchase order, or this First Amended Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8

COMMENCEMENT OF ARCHITECTURAL AND ENGINEERING SERVICES

The A/E shall not proceed with any task of the Architectural and Engineering Services until A/E has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Architectural and Engineering Services. The County shall not be responsible for work performed or costs incurred by A/E related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. A/E shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9

PROJECT TEAM

County's Designated Representative for purposes of this First Amended Agreement is as follows:

^b See Art. 6, *supra*.

Williamson County Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this First Amended Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this First Amended Agreement, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this First Amended Agreement, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this First Amended Agreement is as follows:

Reliance Architecture, LLC
Attn: Antonio Naylor
1306 Barrington Dr.
Austin, TX 78753

A/E shall have the right, from time to time, to change the A/E's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by A/E under this First Amended Agreement, the A/E's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this First Amended Agreement, in which case, actions taken by the A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and First Amended Agreement Amendments on behalf of A/E.

ARTICLE 10

PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Architectural and Engineering Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Architectural and Engineering Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Architectural and Engineering Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Architectural and Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Architectural and Engineering Services, including but not limited to the following:

- A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Architectural and Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11

SUSPENSION

Should County desire to suspend the Architectural and Engineering Services, but not to terminate this First Amended Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Architectural and Engineering Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Architectural and Engineering Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this First Amended Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this First Amended Agreement and, in the event, A/E shall be compensated for all Architectural and Engineering Services performed and reimbursable expenses incurred, provided such Architectural and Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Architectural and Engineering Services, the contract period as determined in **Article 4**, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Architectural and Engineering Services performed or costs incurred prior to the date authorized by County for A/E to begin Architectural and Engineering Services, and/or during periods when Architectural and Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12

ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES

If A/E forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this First Amended Agreement, as set forth in **Exhibit B** or within an executed Work Authorization and any applicable Supplemental Work Authorization, and as such constitutes extra work ("Additional Architectural and Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Architectural and Engineering Services, County shall so advise A/E and a written Contract Amendment will be executed between the parties as provided in **Article 14**. Any increase to the Compensation Cap due to Additional Architectural and Engineering Services must be set forth in such Contract Amendment. A/E shall not perform any proposed Additional Architectural and Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Architectural and Engineering Services, a written Work Authorization, which sets forth the Additional Architectural and Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by A/E nor for any costs incurred by A/E relating to Additional Architectural and Engineering Services not directly associated with the performance of the Architectural and Engineering Services authorized in this First Amended Agreement, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13

CHANGES IN COMPLETED ARCHITECTURAL AND ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Architectural and Engineering Services or parts thereof which involve changes to the original Architectural and Engineering Services or character of Architectural and Engineering Services under this First Amended Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Architectural and Engineering Services and paid for as specified under **Article 12**.

A/E shall make revisions to Architectural and Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Architectural and Engineering Services.

ARTICLE 14

CONTRACT AMENDMENTS

The terms set out in this First Amended Agreement may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this First Amended Agreement (i.e. changes to the overall scope of Architectural and Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15

USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as “Architectural and Engineering Work Products”) prepared by A/E and its subcontractors/subconsultants are related exclusively to the services described in this First Amended Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E’s designs under this First Amended Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County’s sole risk and without liability to A/E.

By execution of this First Amended Agreement and in confirmation of the fee for services to be paid under this First Amended Agreement, A/E hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this First Amended Agreement. Copies may be retained by A/E. A/E shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by A/E or anyone connected with A/E, including agents, employees, A/E or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this First Amended Agreement, A/E grants to County permission to reproduce A/E’s work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this First Amended Agreement. A/E shall obtain similar permission from A/E’s subcontractors/subconsultants consistent with this First Amended Agreement. If and upon the date A/E is adjudged in default of this First Amended Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Architectural and Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Architectural and Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Architectural and Architectural and Engineering Work Products shall be at County's sole risk and without liability to A/E and its A/E.

Prior to A/E providing to County any Architectural and Engineering Work Products in electronic form or County providing to A/E any electronic data for incorporation into the Architectural and Engineering Work Products, County and A/E shall by separate written contract set forth the specific conditions governing the format of such Architectural and Engineering Work Products or electronic data, including any special limitations not otherwise provided in this First Amended Agreement. Any electronic files are provided by A/E for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other A/E subsequent to the completion of the Project. Any such change shall be sealed by the A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16

PERSONNEL, EQUIPMENT AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Architectural and Engineering Services, and adequate and sufficient personnel and equipment to perform the Architectural and Engineering Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Architectural and Engineering Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Architectural and Engineering Services required under this First Amended Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 17

SUBCONTRACTING

A/E shall not assign, subcontract or transfer any portion of the Architectural and

Engineering Services under this First Amended Agreement without prior written approval from County. All subcontracts shall include the provisions required in this First Amended Agreement. No subcontract shall relieve A/E of any responsibilities under this First Amended Agreement.

ARTICLE 18

REVIEW OF ARCHITECTURAL AND ENGINEERING SERVICES

A/E's Architectural and Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this First Amended Agreement. The completeness of any Architectural and Engineering Services submitted to County shall be determined by County within **thirty (30) days** of such submittal and County shall notify A/E in writing within such **thirty (30) day** period if such Architectural and Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify A/E and County's technical review process will begin.

If the submission is not Complete, County shall notify A/E, who shall perform such professional services as are required to complete the Architectural and Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Architectural and Engineering Services for compliance with this First Amended Agreement. If necessary, the completed Architectural and Engineering Services shall be returned to A/E, who shall perform any required Architectural and Engineering Services and resubmit it to County. This process shall be repeated until the Architectural and Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this First Amended Agreement has been achieved.

C. Final Approval. After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Architectural and Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, A/E shall, without additional compensation, perform any work required as a result of A/E's development of the work which is found to be in error or omission due to A/E's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Architectural and Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of A/E's Architectural and Engineering Services as Complete, Accepted, or having attained Final Approved under this First Amended Agreement, the decision of the County shall be final and binding on A/E , subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on A/E. A/E'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE A/E BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE A/E'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ARCHITECTURAL AND ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19

VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this First Amended Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E .

ARTICLE 20

TERMINATION

This First Amended Agreement may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Architectural and Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days'** written notice to A/E
- E.** By satisfactory completion of all Architectural and Engineering Services and obligations described herein.

Should County terminate this First Amended Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E In determining the value of the Architectural and Engineering Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Architectural and Engineering Services at termination will be based on a percentage of the Architectural and Engineering Services completed at that time. Should County terminate this First Amended Agreement under Subsection (D) immediately above, then the amount charged during

the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this First Amended Agreement or if County terminates this First Amended Agreement for fault on the part of A/E , then County shall give consideration to the actual costs incurred by A/E in performing the Architectural and Engineering Services to the date of default, the amount of Architectural and Engineering Services required which was satisfactorily completed to date of default, the value of the Architectural and Engineering Services which are usable to County, the cost to County of employing another firm to complete the Architectural and Engineering Services required and the time required to do so, and other factors which affect the value to County of the Architectural and Engineering Services performed at the time of default.

The termination of this First Amended Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this First Amended Agreement. If the termination of this First Amended Agreement is due to the failure of A/E to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Architectural and Engineering Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Architectural and Engineering Services under this First Amended Agreement.

ARTICLE 21

COMPLIANCE WITH LAWS

A. Compliance. A/E shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this First Amended Agreement, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of his/her/its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Architectural and Engineering Services contracted for herein.

B. Taxes. A/E will pay all taxes, if any, required by law arising by virtue of the Architectural and Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22

INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E , A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS FIRST AMENDED AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS FIRST AMENDED AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS FIRST AMENDED AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE FIRST AMENDED AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF A/E , ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN A/E IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. A/E SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT A/E , ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL

COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E , ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

A/E'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of his/her/its Architectural and Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 33**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24

PROFESSIONAL SEALS

The responsible architect and engineer shall sign, seal and date all appropriate submissions to County in accordance with the rules of the Texas Board of Architectural Examiners and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25

INSURANCE

A/E must comply with the following insurance requirements at all times during this First Amended Agreement:

A. Coverage Limits. A/E, at A/E's sole cost, shall purchase and maintain during the entire term while this First Amended Agreement is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and

on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. A/E shall be responsible for payment of premiums for all of the insurance coverages required under this section. A/E further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the A/E's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. A/E shall not commence any field work under this First Amended Agreement until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this First Amended Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the A/E, that no provision of this First Amended Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this First Amended Agreement.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/subconsultant performing work under this First Amended Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this First Amended Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in **this Article** above, including the required provisions and additional policy conditions as shown below in **this Article**.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/

subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this First Amended Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified **thirty (30) days** prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Auditor
c/o: Pam Navarrette
710 Main Street, Suite 301
Georgetown, Texas 78626

With copy to: Williamson County Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26 **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by A/E for governmental purposes.

ARTICLE 27 **SUCCESSORS AND ASSIGNS**

This First Amended Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet or

transfer any interest in this First Amended Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28

SEVERABILITY

In the event any one or more of the provisions contained in this First Amended Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this First Amended Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29

PRIOR AGREEMENTS SUPERSEDED

This First Amended Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This First Amended Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30

A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this First Amended Agreement, detailed records identifying each individual performing the Architectural and Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this First Amended Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of A/E which are directly pertinent to the services to be performed under this First Amended Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this First Amended Agreement shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

A/E: Reliance Architecture, LLC
Attn: Antonio Naylor
1306 Barrington Dr.
Austin, TX 78753

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to **Article 3** hereof, A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Architectural and Engineering Services for each phase of this First Amended Agreement within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this First Amended Agreement. A/E shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this First Amended Agreement and the A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor A/E shall be deemed in violation of this First Amended Agreement if prevented from performing any of their obligations hereunder by reasons

for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This First Amended Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This First Amended Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional architectural and engineering, consulting and related services performed or furnished by A/E and its employees under this First Amended Agreement will be the care and skill ordinarily used by members of A/E's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional A/E. However, since A/E has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

F. Opinions and Determinations. Where the terms of this First Amended Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the A/E), whether or not it results from or involves any action or failure to act by the A/E or any employee or agent of the A/E and which arises in any manner from the performance of this First Amended Agreement, the A/E shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The A/E shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the A/E's performance of work under this First Amended Agreement.

H. Gender, Number and Headings. Words of any gender used in this First Amended Agreement shall be held and construed to include any other gender, and words in the

singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this First Amended Agreement.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this First Amended Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this First Amended Agreement.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this First Amended 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.

K. No Waiver of Immunities. Nothing in this First Amended Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this First Amended Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this First Amended Agreement or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this First Amended Agreement, the terms and conditions set forth in this First Amended Agreement or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this First Amended Agreement.

N. Meaning of Day. For purposes of this First Amended Agreement, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this First Amended

Agreement. A/E understands and agrees that County's payment of amounts under this First Amended Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this First Amended Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this First Amended Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to A/E .

P. Termination of Work Authorization. Should it be determined that the progress in the production of A/E's services and work does not satisfy the requirements of the approved Work Authorization as provided by **Exhibit "C"**, attached hereto, the County shall review the approved Work Authorization with the A/E to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this First Amended Agreement and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33

DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this First Amended Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this First Amended Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this First Amended Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the First Amended Agreement.

ARTICLE 34

EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this First Amended Agreement and to the extent the Project is a federally funded project, A/E , for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The A/E shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this First Amended Agreement.

B. Nondiscrimination. The A/E , with regard to the work performed by it during the First Amended Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The A/E shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the A/E for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the A/E of the A/E's obligations under this First Amended Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The A/E shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in **this Article** as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the A/E shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the A/E's noncompliance with the nondiscrimination provisions of this First Amended Agreement, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation (if applicable) may determine to be appropriate, including, but not limited to:

1. withholding of payments to the A/E under the First Amended Agreement until the A/E complies, and/or;
2. cancellation, termination or suspension of the First Amended Agreement, in whole or in part.

F. Incorporation of Provisions. The A/E shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The A/E shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved

in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the A/E may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the A/E may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 35 **SIGNATORY WARRANTY**

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this First Amended Agreement and that he/she has full and complete authority to enter into this First Amended Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this First Amended Agreement.

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

A/E:

Reliance Architecture, LLC

By: _____
Signature

Antonio Naylor

Printed Name

President/Principal Architect

Title

Date Signed: November 16, 2020

WILLIAMSON COUNTY:

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

LIST OF EXHIBITS ATTACHED

- | | |
|----------------------|---|
| (1) Exhibit A | Debarment Certification |
| (2) Exhibit B | Architectural and Engineering Services |
| (3) Exhibit C | Work Authorization |
| (4) Exhibit D | Rate Schedule |
| (5) Exhibit E | Williamson County Vendor Reimbursement Policy |
| (6) Exhibit F | Certificates of Insurance |

**EXHIBIT A
DEBARMENT CERTIFICATION**

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a **three (3)-year** period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

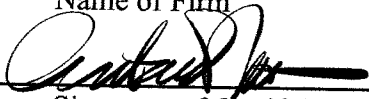
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph (1)(b)** of this certification;

(d) Have not within a **three (3)-year** period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past **three (3) years**.

Reliance Architecture

Name of Firm



Signature of Certifying Official

Antonio Naylor

Printed Name of Certifying Official

President/Principal Architect

Title of Certifying Official

November 16, 2020

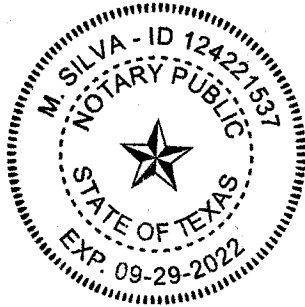
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

11/16/2020

SUBSCRIBED and sworn to before me the undersigned authority by ANTONIO MAYOR
the PRESIDENT of RELIANCE MAT, on behalf of
said firm.



M. Silva
Notary Public in and for the
State of Texas

My commission expires: 9/21/2022

EXHIBIT B

ARCHITECTURAL AND ENGINEERING SERVICES

Provide Architectural and Engineering design services and construction administration services for various small projects. Most if not all projects will be renovations of existing facilities.

- Design multiple remodel projects over the course of the First Amended Agreement.
- Some examples of possible projects can be seen in the following non-comprehensive list:
 1. Remodel of existing shell space into a courtroom.
 2. General building remodels.
 3. Assistance in bringing existing buildings into ADA compliance.
 4. HVAC, lighting and plumbing upgrades.

Detailed scope of services shall be defined in each Work Authorization.

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After First Amended Agreement Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the First Amended and Restated Agreement for Architectural and Engineering Services, being dated _____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "A/E").

Part 1. The A/E will provide the following Architectural and Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The firm fixed fee payable for services under this Work Authorization without modification is \$_____. The maximum allowable amount of reimbursable expenses that may be charged in relation to the services to be provided hereunder shall be \$_____.

Part 3. Payment to the A/E for the services established under this Work Authorization shall be made in accordance with the First Amended Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____, 20____. The Architectural and 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 First Amended Agreement.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. A/E understands and agrees that County's payment of amounts under this Work Authorization is contingent on 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 First Amended Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this First Amended Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination A/E.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this _____ day of _____, 20____.

A/E:

By: 
Signature

Antonio Naylor

Printed Name

President/Principal Architect

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 A/E

Attachment C - Work Schedule

EXHIBIT D RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial **first (1st) year** of the First Amended Agreement and such rates shall be deemed the “Initial Base Rates”. A/E must request rate adjustments, in writing, at least **thirty (30) days** prior to each annual anniversary date of the First Amended Agreement and any rate changes will take effect on the **first (1st) day** following the prior year. If A/E fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective **thirty (30) days** after the County receives A/E’s written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the First Amended Agreement and the denominator of which is the index number for the **first (1st) month** of the First Amended Agreement (the index number for the month in which the First Amended Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy (“Policy”) is to provide clear guidelines to vendors on Williamson County’s expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County’s request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel on vendors outside a **fifty (50)-mile** radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of **fifty dollars (\$50.00) per day** on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of **twenty dollars (\$20.00) per day**. The travel must be outside the Williamson County, Texas line by a **fifty (50)-mile** radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a **fifty (50)-mile** radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a **fifty (50)-mile** radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose
 - 7.2.1.4 Name of traveler(s)
 - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a **fifty (50)-mile** radius.

- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental

- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Technology Fees
- 10.28 Sales tax on goods purchased
- 10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F
CERTIFICATES OF INSURANCE
ATTACHED BEHIND THIS PAGE

Commissioners Court - Regular Session**23.****Meeting Date:** 11/24/2020

Steinbomer & Associates, Architects, Inc. First Amended and Restated Agreement for Architectural and Engineering Services

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 a First Amended and Restated Agreement for Architectural and Engineering Services by and between Williamson County and Steinbomer & Associates, Architects, Inc. relating to Architectural and Engineering Services for Small Project Architectural Services that said firm is providing pursuant to the original Agreement for Architectural and Engineering Services dated effective January 20, 2019.

Background

This First Amended and Restated Agreement for Architectural and Engineering Services modifies the compensation method of the original agreement by setting forth that payment of fees will be based on a percentage of completion of a scope of services as opposed to the current hourly billing basis for services; sets forth that a maximum cap will be set on the amount of reimbursable expenses that may be paid for an assigned scope of services on each specific project; provides invoicing requirements in relation to payment requests to the county; and revises the Work Authorization template that is to be used under the agreement. The remainder of the original agreement will remain in place and continue in full force.

Fiscal Impact

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

Attachments

Steinbomer First Amended and Restated Agreement

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 11/20/2020

Reviewed By

Hal Hawes

Andrea Schiele

Date

11/19/2020 04:13 PM

11/20/2020 08:21 AM

Started On: 11/19/2020 10:58 AM



FIRST AMENDED AND RESTATED AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

THIS FIRST AMENDED AND RESTATED AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES ("First Amended Agreement") is made and entered into by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas, hereinafter "County", and **Steinbomer & Associates, Architects, Inc.**, hereinafter "A/E".

RECITALS

The County intends to **Secure Architectural and Engineering Services for Small Project Architectural Services**, hereinafter called the "Project"; and

The County desires that the A/E perform certain professional architectural and engineering services in connection with the Project; and

The A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, the County and the A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1

CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this First Amended Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this First Amended Agreement), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in **Article 14**) which are subsequently issued. These form the entire contract, and all are as fully a part of this First Amended Agreement as if attached to this First Amended Agreement or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. National Environmental Policy Act (NEPA);

- B. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions;
- C. Americans with Disabilities Act (ADA) Regulations;
- D. International Building Code, current edition as updated
- E. National Electrical Code, latest edition;
- F. Williamson County Design Criteria & Project Development Manual, latest edition; and
- G. All other local, state and federal documents, codes and regulations to which the Project must comply.

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST
PROHIBITED

A. Non-collusion. A/E warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this First Amended Agreement, and that he/she/it has not paid or agreed to pay any company or A/E any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this First Amended Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this First Amended Agreement without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. A/E must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. A/E covenants and represents that A/E, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ARCHITECTURAL AND ENGINEERING SERVICES

A/E shall perform Architectural and Engineering Services as generally described in **Exhibit B** entitled "Architectural and Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the A/E to perform one or more specified tasks of the Architectural and Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by

County and A/E of all Architectural and Engineering Services and a fixed fee amount agreed upon by the County and A/E. The Work Authorization will not waive the A/E's responsibilities and obligations established in this First Amended Agreement. The executed Work Authorizations shall become part of this First Amended Agreement.

All work must be completed on or before the date specified in the Work Authorization. The A/E shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the A/E from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Architectural and Engineering Services take longer than shown on the Work Authorization, through no fault of A/E, A/E may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4 **CONTRACT TERM**

A. Term. The A/E is expected to complete the Architectural and Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If A/E does not perform the Architectural and Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this First Amended Agreement as set forth below in **Article 20**. So long as the County elects not to terminate this First Amended Agreement, it shall continue from day to day until such time as the Architectural and Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Architectural and Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. A/E shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Architectural and Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. A/E acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Architectural and Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in **Article 3** herein, A/E shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Architectural and Engineering Services required under this First Amended Agreement in a professional manner.

C. Commencement of Architectural and Engineering Services. After execution of this First Amended Agreement, A/E shall not proceed with Architectural and Engineering Services

until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in **Article 8**.

ARTICLE 5

COMPENSATION AND EXPENSES

The maximum amount payable under this First Amended Agreement, without modification, is **One Million Dollars (\$ 1,000,000)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation and reimbursable expenses authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Architectural and Engineering Services set forth in **Exhibit B**, as authorized by County. Should the actual costs of all labor and non-labor costs rendered under this First Amended Agreement for all Work Authorizations and Supplemental Work Authorizations be less than the above stated Compensation Cap, then A/E shall receive compensation for only actual fees and costs of the Architectural and Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The firm fixed fee amount to be paid under each Work Authorization and any applicable Supplemental Work Authorization shall be based upon all estimated labor costs required in the performance of all tasks and milestones set forth in each Work Authorization and any applicable Supplemental Work Authorization. A/E shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Architectural and Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Architectural and Engineering Services shall be an absolute condition of payment. Compensation for tasks and milestones will be paid by County by monthly invoices of percentage completion. County will only be obligated to pay A/E for the performance of tasks and milestones actually rendered and incurred, which may be less than the firm fixed fee set forth in each Work Authorization.

The Compensation Cap herein referenced may be adjusted for Additional Architectural and Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this First Amended Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Each Work Authorization and any applicable Supplemental Work Authorization shall set forth the maximum allowable amount of reimbursable expenses that may be charged in relation to the Architectural and Engineering Services to be provided under such Work Authorization and any applicable Supplemental Work Authorization. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to A/E without mark-up.

In the event County and A/E agree that the compensation for Architectural and Engineering Services performed under a particular Work Authorization or Supplemental Work Authorization shall be paid on an hourly rate with a not-to-exceed fee amount as opposed to a firm fixed fee, the basis of compensation for A/E's principals and employees engaged in the performance of the Architectural and Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

ARTICLE 6

METHOD OF PAYMENT

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of tasks and milestones under an applicable Work Authorization, or Supplemental Work Authorizations related thereto, and the compensation which is due for percentage completion. The charges shall be accompanied by an affidavit signed by an officer or principal of A/E certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct. For Additional Architectural and Engineering Services performed pursuant to this First Amended Agreement, a separate invoice or itemization of the Additional Architectural and Engineering Services must be presented with the same aforementioned requirements. The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve A/E of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Payments shall be made by County based upon Architectural and Engineering Services actually provided and performed.^a Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within **thirty (30) days** of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Architectural and Engineering Services performed. A/E has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7

PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete,

^a See also, Art. 32(P) "Termination of Work Authorization".

or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later.

A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between A/E and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Architectural and Engineering Services performed which causes the payment to be late; or
- D. The invoice is not submitted to Williamson County^b in strict accordance with instructions, if any, on the purchase order, or this First Amended Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8

COMMENCEMENT OF ARCHITECTURAL AND ENGINEERING SERVICES

The A/E shall not proceed with any task of the Architectural and Engineering Services until A/E has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Architectural and Engineering Services. The County shall not be responsible for work performed or costs incurred by A/E related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. A/E shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9

PROJECT TEAM

County's Designated Representative for purposes of this First Amended Agreement is as follows:

^b See Art. 6, *supra*.

Williamson County Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this First Amended Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this First Amended Agreement, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this First Amended Agreement, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this First Amended Agreement is as follows:

Steinbomer & Associates, Architects, Inc.
Attn: Jed Duhon
1400 S. Congress Ave., Suite B202
Austin, TX 78704

A/E shall have the right, from time to time, to change the A/E's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by A/E under this First Amended Agreement, the A/E's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this First Amended Agreement, in which case, actions taken by the A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and First Amended Agreement Amendments on behalf of A/E.

ARTICLE 10

PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Architectural and Engineering Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Architectural and Engineering Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Architectural and Engineering Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Architectural and Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Architectural and Engineering Services, including but not limited to the following:

- A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Architectural and Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11

SUSPENSION

Should County desire to suspend the Architectural and Engineering Services, but not to terminate this First Amended Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Architectural and Engineering Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Architectural and Engineering Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this First Amended Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this First Amended Agreement and, in the event, A/E shall be compensated for all Architectural and Engineering Services performed and reimbursable expenses incurred, provided such Architectural and Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Architectural and Engineering Services, the contract period as determined in **Article 4**, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Architectural and Engineering Services performed or costs incurred prior to the date authorized by County for A/E to begin Architectural and Engineering Services, and/or during periods when Architectural and Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12

ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES

If A/E forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this First Amended Agreement, as set forth in **Exhibit B** or within an executed Work Authorization and any applicable Supplemental Work Authorization, and as such constitutes extra work ("Additional Architectural and Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Architectural and Engineering Services, County shall so advise A/E and a written Contract Amendment will be executed between the parties as provided in **Article 14**. Any increase to the Compensation Cap due to Additional Architectural and Engineering Services must be set forth in such Contract Amendment. A/E shall not perform any proposed Additional Architectural and Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Architectural and Engineering Services, a written Work Authorization, which sets forth the Additional Architectural and Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by A/E nor for any costs incurred by A/E relating to Additional Architectural and Engineering Services not directly associated with the performance of the Architectural and Engineering Services authorized in this First Amended Agreement, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13

CHANGES IN COMPLETED ARCHITECTURAL AND ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Architectural and Engineering Services or parts thereof which involve changes to the original Architectural and Engineering Services or character of Architectural and Engineering Services under this First Amended Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Architectural and Engineering Services and paid for as specified under **Article 12**.

A/E shall make revisions to Architectural and Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Architectural and Engineering Services.

ARTICLE 14

CONTRACT AMENDMENTS

The terms set out in this First Amended Agreement may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this First Amended Agreement (i.e. changes to the overall scope of Architectural and Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15

USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as “Architectural and Engineering Work Products”) prepared by A/E and its subcontractors/subconsultants are related exclusively to the services described in this First Amended Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E’s designs under this First Amended Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County’s sole risk and without liability to A/E.

By execution of this First Amended Agreement and in confirmation of the fee for services to be paid under this First Amended Agreement, A/E hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this First Amended Agreement. Copies may be retained by A/E. A/E shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by A/E or anyone connected with A/E, including agents, employees, A/E or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this First Amended Agreement, A/E grants to County permission to reproduce A/E’s work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this First Amended Agreement. A/E shall obtain similar permission from A/E’s subcontractors/subconsultants consistent with this First Amended Agreement. If and upon the date A/E is adjudged in default of this First Amended Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Architectural and Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Architectural and Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Architectural and Architectural and Engineering Work Products shall be at County's sole risk and without liability to A/E and its A/E.

Prior to A/E providing to County any Architectural and Engineering Work Products in electronic form or County providing to A/E any electronic data for incorporation into the Architectural and Engineering Work Products, County and A/E shall by separate written contract set forth the specific conditions governing the format of such Architectural and Engineering Work Products or electronic data, including any special limitations not otherwise provided in this First Amended Agreement. Any electronic files are provided by A/E for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other A/E subsequent to the completion of the Project. Any such change shall be sealed by the A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16

PERSONNEL, EQUIPMENT AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Architectural and Engineering Services, and adequate and sufficient personnel and equipment to perform the Architectural and Engineering Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Architectural and Engineering Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Architectural and Engineering Services required under this First Amended Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 17

SUBCONTRACTING

A/E shall not assign, subcontract or transfer any portion of the Architectural and

Engineering Services under this First Amended Agreement without prior written approval from County. All subcontracts shall include the provisions required in this First Amended Agreement. No subcontract shall relieve A/E of any responsibilities under this First Amended Agreement.

ARTICLE 18

REVIEW OF ARCHITECTURAL AND ENGINEERING SERVICES

A/E's Architectural and Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this First Amended Agreement. The completeness of any Architectural and Engineering Services submitted to County shall be determined by County within **thirty (30) days** of such submittal and County shall notify A/E in writing within such **thirty (30) day** period if such Architectural and Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify A/E and County's technical review process will begin.

If the submission is not Complete, County shall notify A/E, who shall perform such professional services as are required to complete the Architectural and Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Architectural and Engineering Services for compliance with this First Amended Agreement. If necessary, the completed Architectural and Engineering Services shall be returned to A/E, who shall perform any required Architectural and Engineering Services and resubmit it to County. This process shall be repeated until the Architectural and Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this First Amended Agreement has been achieved.

C. Final Approval. After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Architectural and Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, A/E shall, without additional compensation, perform any work required as a result of A/E's development of the work which is found to be in error or omission due to A/E's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Architectural and Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of A/E's Architectural and Engineering Services as Complete, Accepted, or having attained Final Approved under this First Amended Agreement, the decision of the County shall be final and binding on A/E , subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on A/E. A/E'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE A/E BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE A/E'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ARCHITECTURAL AND ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19

VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this First Amended Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E .

ARTICLE 20

TERMINATION

This First Amended Agreement may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Architectural and Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days'** written notice to A/E
- E.** By satisfactory completion of all Architectural and Engineering Services and obligations described herein.

Should County terminate this First Amended Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E In determining the value of the Architectural and Engineering Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Architectural and Engineering Services at termination will be based on a percentage of the Architectural and Engineering Services completed at that time. Should County terminate this First Amended Agreement under Subsection (D) immediately above, then the amount charged during

the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this First Amended Agreement or if County terminates this First Amended Agreement for fault on the part of A/E , then County shall give consideration to the actual costs incurred by A/E in performing the Architectural and Engineering Services to the date of default, the amount of Architectural and Engineering Services required which was satisfactorily completed to date of default, the value of the Architectural and Engineering Services which are usable to County, the cost to County of employing another firm to complete the Architectural and Engineering Services required and the time required to do so, and other factors which affect the value to County of the Architectural and Engineering Services performed at the time of default.

The termination of this First Amended Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this First Amended Agreement. If the termination of this First Amended Agreement is due to the failure of A/E to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Architectural and Engineering Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Architectural and Engineering Services under this First Amended Agreement.

ARTICLE 21

COMPLIANCE WITH LAWS

A. Compliance. A/E shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this First Amended Agreement, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of his/her/its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Architectural and Engineering Services contracted for herein.

B. Taxes. A/E will pay all taxes, if any, required by law arising by virtue of the Architectural and Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22

INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E , A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS FIRST AMENDED AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS FIRST AMENDED AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS FIRST AMENDED AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE FIRST AMENDED AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF A/E , ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN A/E IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. A/E SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT A/E , ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL

COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E , ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

A/E'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of his/her/its Architectural and Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 33**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24

PROFESSIONAL SEALS

The responsible architect and engineer shall sign, seal and date all appropriate submissions to County in accordance with the rules of the Texas Board of Architectural Examiners and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25

INSURANCE

A/E must comply with the following insurance requirements at all times during this First Amended Agreement:

A. Coverage Limits. A/E, at A/E's sole cost, shall purchase and maintain during the entire term while this First Amended Agreement is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and

on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. A/E shall be responsible for payment of premiums for all of the insurance coverages required under this section. A/E further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the A/E's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. A/E shall not commence any field work under this First Amended Agreement until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this First Amended Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the A/E, that no provision of this First Amended Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this First Amended Agreement.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/subconsultant performing work under this First Amended Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this First Amended Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in **this Article** above, including the required provisions and additional policy conditions as shown below in **this Article**.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/

subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this First Amended Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified **thirty (30) days** prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Auditor
c/o: Pam Navarrette
710 Main Street, Suite 301
Georgetown, Texas 78626

With copy to: Williamson County Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26 **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by A/E for governmental purposes.

ARTICLE 27 **SUCCESSORS AND ASSIGNS**

This First Amended Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet or

transfer any interest in this First Amended Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28

SEVERABILITY

In the event any one or more of the provisions contained in this First Amended Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this First Amended Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29

PRIOR AGREEMENTS SUPERSEDED

This First Amended Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This First Amended Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30

A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this First Amended Agreement, detailed records identifying each individual performing the Architectural and Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this First Amended Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of A/E which are directly pertinent to the services to be performed under this First Amended Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this First Amended Agreement shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

A/E: Steinbomer & Associates, Architects, Inc.
Attn: Jed Duhon
1400 S. Congress Ave., Suite B202
Austin, TX 78704

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to **Article 3** hereof, A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Architectural and Engineering Services for each phase of this First Amended Agreement within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this First Amended Agreement. A/E shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this First Amended Agreement and the A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor A/E shall be deemed in violation of this First Amended Agreement if prevented from performing any of their obligations hereunder by reasons

for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This First Amended Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This First Amended Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional architectural and engineering, consulting and related services performed or furnished by A/E and its employees under this First Amended Agreement will be the care and skill ordinarily used by members of A/E's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional A/E. However, since A/E has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

F. Opinions and Determinations. Where the terms of this First Amended Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the A/E), whether or not it results from or involves any action or failure to act by the A/E or any employee or agent of the A/E and which arises in any manner from the performance of this First Amended Agreement, the A/E shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The A/E shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the A/E's performance of work under this First Amended Agreement.

H. Gender, Number and Headings. Words of any gender used in this First Amended Agreement shall be held and construed to include any other gender, and words in the

singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this First Amended Agreement.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this First Amended Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this First Amended Agreement.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this First Amended 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.

K. No Waiver of Immunities. Nothing in this First Amended Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this First Amended Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this First Amended Agreement or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this First Amended Agreement, the terms and conditions set forth in this First Amended Agreement or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this First Amended Agreement.

N. Meaning of Day. For purposes of this First Amended Agreement, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this First Amended

Agreement. A/E understands and agrees that County's payment of amounts under this First Amended Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this First Amended Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this First Amended Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to A/E .

P. Termination of Work Authorization. Should it be determined that the progress in the production of A/E's services and work does not satisfy the requirements of the approved Work Authorization as provided by **Exhibit "C"**, attached hereto, the County shall review the approved Work Authorization with the A/E to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this First Amended Agreement and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33

DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this First Amended Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this First Amended Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this First Amended Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the First Amended Agreement.

ARTICLE 34

EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this First Amended Agreement and to the extent the Project is a federally funded project, A/E , for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The A/E shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this First Amended Agreement.

B. Nondiscrimination. The A/E , with regard to the work performed by it during the First Amended Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The A/E shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the A/E for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the A/E of the A/E's obligations under this First Amended Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The A/E shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in **this Article** as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the A/E shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the A/E's noncompliance with the nondiscrimination provisions of this First Amended Agreement, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation (if applicable) may determine to be appropriate, including, but not limited to:

1. withholding of payments to the A/E under the First Amended Agreement until the A/E complies, and/or;
2. cancellation, termination or suspension of the First Amended Agreement, in whole or in part.

F. Incorporation of Provisions. The A/E shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The A/E shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved

in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the A/E may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the A/E may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 35
SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this First Amended Agreement and that he/she has full and complete authority to enter into this First Amended Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this First Amended Agreement.

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

A/E:
Steinbomer & Associates, Architects, Inc.

WILLIAMSON COUNTY:

By: JEP E Duhon
Signature

By: _____

JEP E DUHON
Printed Name

Bill Gravell Jr.
Williamson County Judge

PRINCIPAL
Title

Date Signed: _____

Date Signed: 11.18.20

LIST OF EXHIBITS ATTACHED

- | | |
|----------------------|---|
| (1) Exhibit A | Debarment Certification |
| (2) Exhibit B | Architectural and Engineering Services |
| (3) Exhibit C | Work Authorization |
| (4) Exhibit D | Rate Schedule |
| (5) Exhibit E | Williamson County Vendor Reimbursement Policy |
| (6) Exhibit F | Certificates of Insurance |

**EXHIBIT A
DEBARMENT CERTIFICATION**

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a **three (3)-year** period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph (1)(b)** of this certification;

(d) Have not within a **three (3)-year** period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past **three (3) years**.

STUDIO STEINBOMER

Name of Firm

Jed E Duhon

Signature of Certifying Official

JED E DUHON

Printed Name of Certifying Official

PRINCIPAL

Title of Certifying Official

NOVEMBER 18, 2020

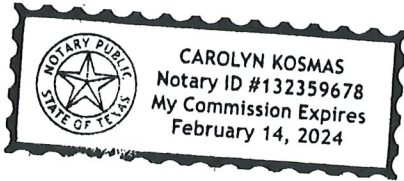
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

11/16/2020

SUBSCRIBED and sworn to before me the undersigned authority by CAROLYN KOSMAS
the 18th of NOVEMBER, on behalf of
said firm.



Notary Public in and for the
State of Texas

My commission expires: 2/14/2024

EXHIBIT B

ARCHITECTURAL AND ENGINEERING SERVICES

Provide Architectural and Engineering design services and construction administration services for various small projects. Most if not all projects will be renovations of existing facilities.

- Design multiple remodel projects over the course of the First Amended Agreement.
- Some examples of possible projects can be seen in the following non-comprehensive list:
 1. Remodel of existing shell space into a courtroom.
 2. General building remodels.
 3. Assistance in bringing existing buildings into ADA compliance.
 4. HVAC, lighting and plumbing upgrades.

Detailed scope of services shall be defined in each Work Authorization.

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After First Amended Agreement Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the First Amended and Restated Agreement for Architectural and Engineering Services, being dated _____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "A/E").

Part 1. The A/E will provide the following Architectural and Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The firm fixed fee payable for services under this Work Authorization without modification is \$_____. The maximum allowable amount of reimbursable expenses that may be charged in relation to the services to be provided hereunder shall be \$_____.

Part 3. Payment to the A/E for the services established under this Work Authorization shall be made in accordance with the First Amended Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____, 20____. The Architectural and 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 First Amended Agreement.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. A/E understands and agrees that County's payment of amounts under this Work Authorization is contingent on 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 First Amended Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this First Amended Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination A/E.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this _____ day of _____, 20__.

A/E:

|

By: _____

Signature

Printed Name

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 A/E

Attachment C - Work Schedule

EXHIBIT D RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial **first (1st) year** of the First Amended Agreement and such rates shall be deemed the “Initial Base Rates”. A/E must request rate adjustments, in writing, at least **thirty (30) days** prior to each annual anniversary date of the First Amended Agreement and any rate changes will take effect on the **first (1st) day** following the prior year. If A/E fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective **thirty (30) days** after the County receives A/E’s written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the First Amended Agreement and the denominator of which is the index number for the **first (1st) month** of the First Amended Agreement (the index number for the month in which the First Amended Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy (“Policy”) is to provide clear guidelines to vendors on Williamson County’s expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County’s request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel on vendors outside a **fifty (50)-mile** radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of **fifty dollars (\$50.00) per day** on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of **twenty dollars (\$20.00) per day**. The travel must be outside the Williamson County, Texas line by a **fifty (50)-mile** radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a **fifty (50)-mile** radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a **fifty (50)-mile** radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose
 - 7.2.1.4 Name of traveler(s)
 - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a **fifty (50)-mile** radius.

- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental

- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Technology Fees
- 10.28 Sales tax on goods purchased
- 10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F
CERTIFICATES OF INSURANCE
ATTACHED BEHIND THIS PAGE

Commissioners Court - Regular Session**24.****Meeting Date:** 11/24/2020

Authorize issuing RFQ T2448 CR 255/CR 289 from CR 254 to Ronald Reagan BLVD

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Engineering Services for CR 255/CR 289 from CR 254 to Ronald Reagan BLVD for Williamson County under RFQ #T2448. Funding source is P546.

Background

Williamson County seeks Engineering Services to assist Williamson County staff in planning and design of CR 255/CR 289 from CR 254 to Ronald Reagan BLVD. Terron Evertson is the Point of contact.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox****Reviewed By****Date**

Purchasing (Originator)

Randy Barker

11/19/2020 09:50 AM

County Judge Exec Asst.

Andrea Schiele

11/19/2020 10:25 AM

Form Started By: Johnny Grimaldo

Started On: 11/17/2020 04:40 PM

Final Approval Date: 11/19/2020

Commissioners Court - Regular Session**25.****Meeting Date:** 11/24/2020

Mesa Vista Ranch Phase 2

Submitted For: Cynthia Long**Submitted By:** Kathy Pierce,
Commissioner
Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Mesa Vista Ranch Phase 2 subdivision – Precinct 2.

Background

This is the next phase of the Mesa Vista Ranch development. It consists of 70 residential lots and 8,669 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of \$1,491,979.11 has been posted with the County to cover the cost of the remaining construction.

Timeline

2020-10-12 – initial submittal of final plat

2020-11-11 – 1st review complete with comments2020-11-16 – 2nd submittal of final plat2020-11-19 – 2nd review complete with comments clear

2020-11-19 – receipt of final plat with signatures

2020-11-19 – final plat placed on November 24, 2020 Commissioners Court agenda for consideration

Fiscal Impact

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

Attachments

Mesa Vista Ranch Final Plat

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 11/19/2020

Reviewed By

Andrea Schiele

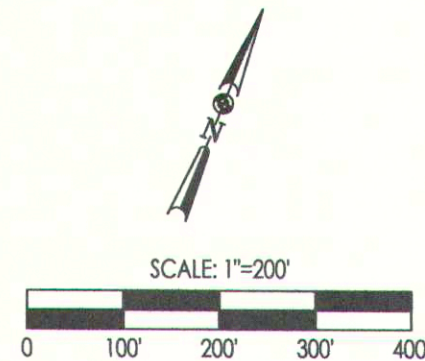
Date

11/19/2020 11:42 AM

Started On: 11/19/2020 11:30 AM

FINAL PLAT PHASE TWO MESA VISTA RANCH

BEING A 163.781 ACRE TRACT OF LAND LOCATED IN THE E. LEICHTLE SURVEY, ABSTRACT NO. 382, AND THE IRWIN ADDISON SURVEY, ABSTRACT NO. 22, WILLAMSON COUNTY, TEXAS, SAID 163.781 ACRE TRACT BEING A PORTION OF THAT CALLED 398.52 ACRE TRACT RECORDED IN DOCUMENT NO. 2017038953, OFFICIAL PUBLIC RECORDS, WILLAMSON COUNTY, TEXAS.

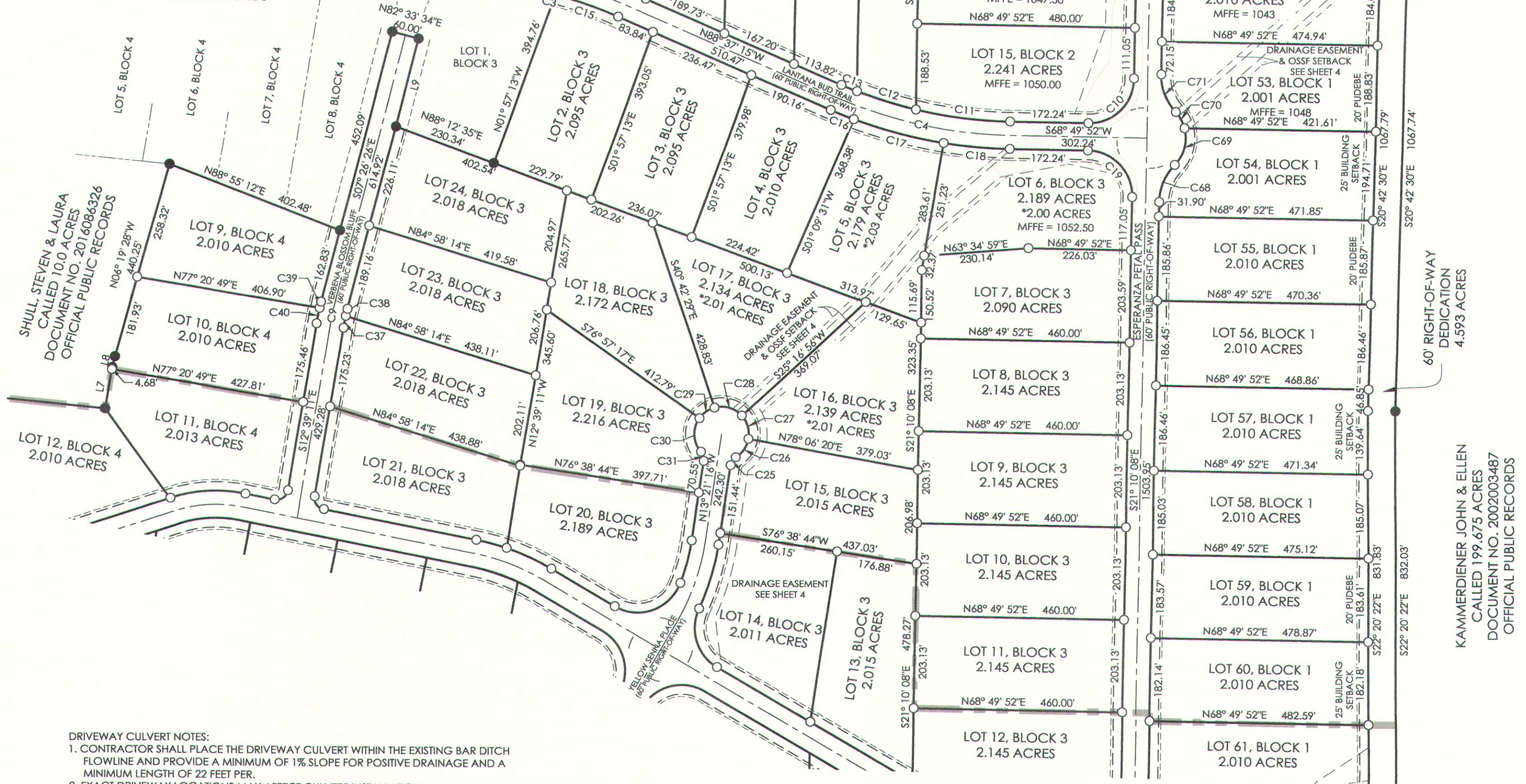


- LEGEND**
- P.O.B. POINT OF BEGINNING
 - 1/2" IRON ROD FOUND
 - SET 1/2" IRON ROD WITH A BLUE "QUICK INC RPLS 6447" PLASTIC CAP
 - SETBACKS, REFER TO SHEET 6 FOR DETAILS
 - PUDEBE, REFER TO SHEET 6 FOR DETAILS
 - MFFE MINIMUM FINISHED FLOOR ELEVATIONS
 - 100 YEAR WATER SURFACE ELEVATION AS CALCULATED BY MATKIN HOOVER ENGINEERING STUDY SEALED ON 09/15/2020

| DRIVEWAY CULVERT TABLE | | | | | |
|------------------------|--------------|-------------------|---------------------|----------------|------------------|
| LOT NUMBER | BLOCK NUMBER | CULVERT Dia. (in) | CULVERT LENGTH (ft) | INVERT UP (ft) | INVERT DOWN (ft) |
| 54 | 1 | 24 | 22 | 1046.81 | 1046.15 |
| 55 | 1 | 24 | 22 | 1050.25 | 1049.59 |
| 56 | 1 | 24 | 22 | 1054.50 | 1053.84 |
| 57 | 1 | 18 | 22 | 1060.50 | 1059.84 |
| 58 | 1 | 18 | 22 | 1065.83 | 1065.17 |
| 59 | 1 | 18 | 22 | 1071.22 | 1070.56 |
| 62 | 1 | 18 | 22 | 1087.88 | 1087.66 |
| 63 | 1 | 18 | 22 | 1088.05 | 1087.83 |
| 64 | 1 | 18 | 22 | 1088.04 | 1087.82 |
| 65 | 1 | 18 | 22 | 1089.83 | 1089.61 |
| 66 | 1 | 18 | 22 | 1092.26 | 1092.04 |
| 67 | 1 | 18 or DIP | 22 | 1093.91 | 1093.69 |
| 68 | 1 | 18 | 22 | 1090.50 | 1090.28 |
| 10 | 2 | (2) 30 | 22 | 1033.72 | 1033.50 |
| 11 | 2 | 24 | 22 | 1034.44 | 1034.22 |
| 12 | 2 | 24 | 22 | 1034.44 | 1034.22 |
| 13 | 2 | 24 | 22 | 1034.44 | 1034.22 |
| 14 | 2 | 24 | 22 | 1042.30 | 1042.08 |
| 15 | 2 | 18 or DIP | 22 | 1042.08 | 1041.86 |
| 16 | 2 | 18 | 22 | 1042.08 | 1041.86 |
| 2 | 3 | 18 | 22 | 1074.00 | 1073.78 |
| 3 | 3 | 18 | 22 | 1070.48 | 1070.26 |
| 4 | 3 | 18 | 22 | 1065.59 | 1065.37 |
| 5 | 3 | 18 | 22 | 1056.41 | 1056.19 |
| 6 | 3 | 18 or DIP | 22 | 1049.00 | 1048.78 |
| 15 | 3 | (2) 30 | 22 | 1109.57 | 1109.35 |
| 16 | 3 | (2) 30 | 22 | 1109.57 | 1109.35 |
| 24 | 3 | 18 | 22 | 1088.82 | 1088.60 |
| 15 | 4 | 18 | 22 | 1109.57 | 1109.35 |
| 16 | 4 | 18 | 22 | 1105.47 | 1105.25 |
| 17 | 4 | 18 | 22 | 1102.44 | 1102.22 |
| 18 | 4 | 18 | 22 | 1100.34 | 1100.12 |
| 19 | 4 | 18 | 22 | 1099.35 | 1099.13 |
| 20 | 4 | 18 | 22 | 1093.49 | 1093.27 |
| 21 | 4 | 18 | 22 | 1083.26 | 1083.04 |
| 22 | 4 | 24 | 22 | 1079.61 | 1079.39 |

NOTES:
1) *DENOTES APPROXIMATE ACREAGE OF LOT LOCATED OUTSIDE OF THE EXISTING WET WEATHER CREEK BANKS OR PROPOSED CHANNELS AS DEFINED BY THE WILLAMSON COUNTY ENGINEERS OFFICE. APPROXIMATE CREEK BANK LOCATION BASED ON ENGINEERING ANALYSIS COMPLETED BY MATKIN HOOVER ENGINEERING STAFF. MEASUREMENTS DO NOT CONSTITUTE A LEGAL BOUNDARY.

MESA VISTA RANCH, PHASE ONE
DOCUMENT NO. 2019023850
OFFICIAL PUBLIC RECORDS



DRIVEWAY CULVERT NOTES:

- CONTRACTOR SHALL PLACE THE DRIVEWAY CULVERT WITHIN THE EXISTING BAR DITCH FLOWLINE AND PROVIDE A MINIMUM OF 1% SLOPE FOR POSITIVE DRAINAGE AND A MINIMUM LENGTH OF 22 FEET PER.
- EXACT DRIVEWAY LOCATIONS MAY AFFECT CULVERT INSTALLATION.
- LOTS NOT LISTED ON THE DRIVEWAY CULVERT TABLE WILL UTILIZE A "DIP TYPE" DRIVEWAY.
- DRIVEWAY CULVERTS WERE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER PER WILLAMSON COUNTY SUBDIVISION REGULATIONS B11.3 AND B11.4.

ENGINEER
MATKIN HOOVER ENGINEERING
3303 SHELL ROAD, SUITE 3
GEORGETOWN, TEXAS 78628
850-249-0600

OWNER/AGENT
WARR-SWINBACK, LLC
950 ECHO LN, SUITE 357
HOUSTON, TEXAS 77024
281-330-9769
KENNEDY
GAGEANDCADECONSTRUCTION.COM

Quick Inc.
Land Surveying, Land Planning, Consulting.
Firm: 10194104 512-915-4950
1430 N. Robertson Road, Salado, Texas 76571

SUBMITTAL DATE: OCTOBER 12, 2020
REVISION DATE: NOVEMBER 16, 2020
JOB NO. 17-2051.1
SHEET 2 OF 6
SITE DETAIL

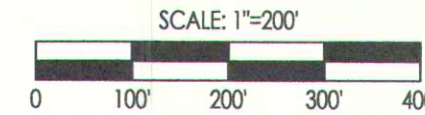
P.O.B.
N: 10238692.07'
E: 3041627.32'
KEVER, ANDREW & SONJA
CALLED 68.09 ACRES
DOCUMENT NO. 1999022868
OFFICIAL PUBLIC RECORDS

KAMMERDIENER JOHN & ELLEN
CALLED 199.675 ACRES
DOCUMENT NO. 200203487
OFFICIAL PUBLIC RECORDS

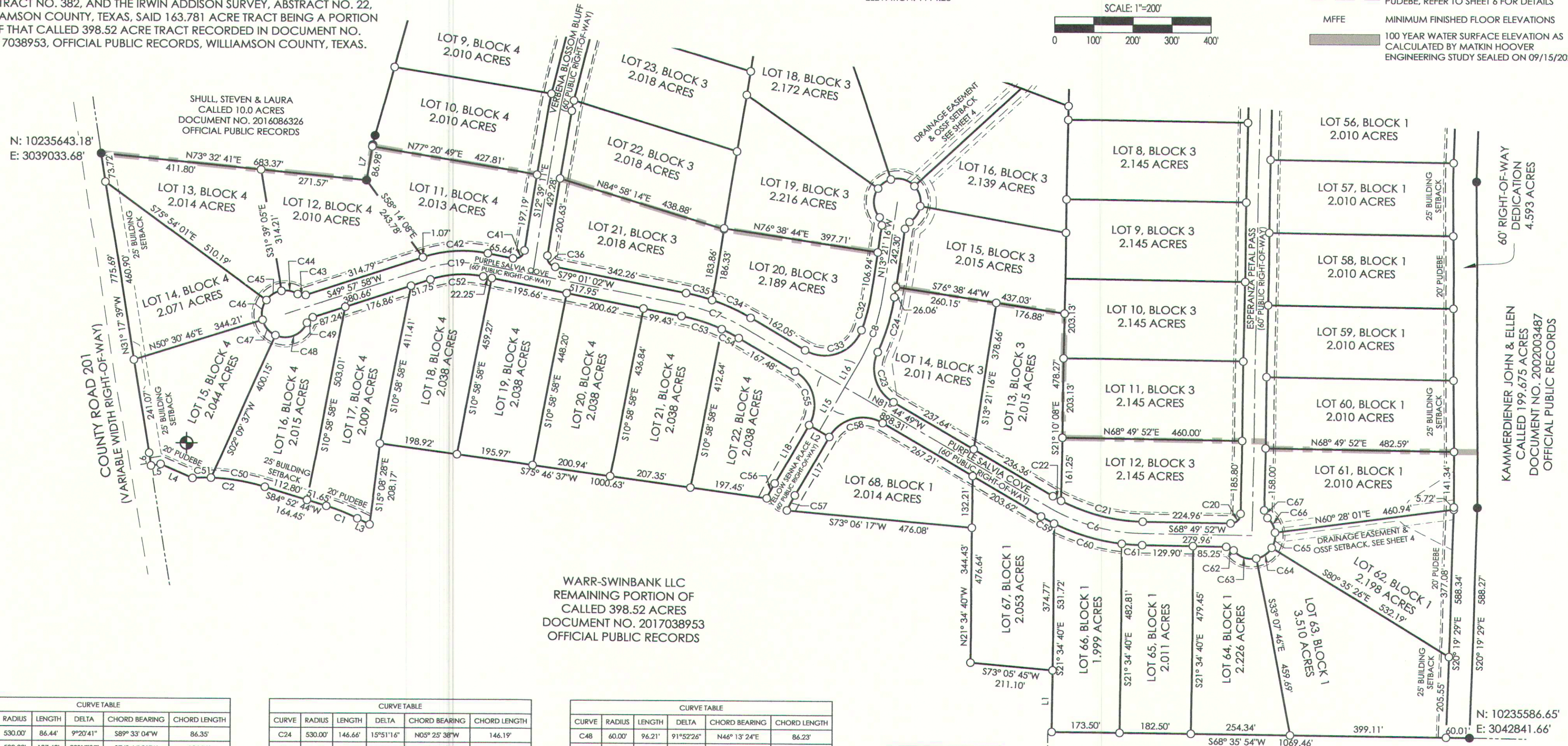
FINAL PLAT PHASE TWO MESA VISTA RANCH

BEING A 163.781 ACRE TRACT OF LAND LOCATED IN THE E. LEICHTLE SURVEY, ABSTRACT NO. 382, AND THE IRWIN ADDISON SURVEY, ABSTRACT NO. 22, WILLIAMSON COUNTY, TEXAS, SAID 163.781 ACRE TRACT BEING A PORTION OF THAT CALLED 398.52 ACRE TRACT RECORDED IN DOCUMENT NO. 2017038953, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

TEMPORARY BENCHMARK 1001
NORTHING: 10235040.37'
EASTING: 3039515.64'
ELEVATION: 1114.23'



- LEGEND**
- P.O.B. POINT OF BEGINNING
 - 1/2" IRON ROD FOUND
 - SET 1/2" IRON ROD WITH A BLUE "QUICK INC RPLS 6447" PLASTIC CAP
 - SETBACKS, REFER TO SHEET 6 FOR DETAILS
 - PUDEBE, REFER TO SHEET 6 FOR DETAILS
 - MFFE MINIMUM FINISHED FLOOR ELEVATIONS
 - 100 YEAR WATER SURFACE ELEVATION AS CALCULATED BY MATKIN HOOVER ENGINEERING STUDY SEALED ON 09/15/2020



WARR-SWINBANK LLC
REMAINING PORTION OF
CALLED 398.52 ACRES
DOCUMENT NO. 2017038953
OFFICIAL PUBLIC RECORDS

KAMMERDIENER JOHN & ELLEN
CALLED 199.675 ACRES
DOCUMENT NO. 2002003487
OFFICIAL PUBLIC RECORDS

| CURVE TABLE | | | | |
|-------------|----------|---------|-----------|---------------|
| CURVE | RADIUS | LENGTH | DELTA | CHORD BEARING |
| C1 | 530.00' | 86.44' | 92°04'11" | S89°33'04"W |
| C2 | 530.00' | 187.69' | 20°17'25" | S74°44'01"W |
| C3 | 970.00' | 19.14' | 1°07'49" | S82°10'32"W |
| C4 | 1000.00' | 393.54' | 22°32'54" | S80°06'19"W |
| C5 | 1000.00' | 170.50' | 9°46'08" | S86°29'41"W |
| C6 | 500.00' | 256.76' | 29°25'19" | N83°32'32"E |
| C7 | 500.00' | 167.87' | 19°14'10" | N88°38'06"E |
| C8 | 500.00' | 188.56' | 21°36'27" | N02°33'03"W |
| C9 | 500.00' | 45.49' | 5°12'45" | S10°02'49"E |
| C10 | 100.00' | 157.08' | 90°00'00" | S23°49'52"W |
| C11 | 970.00' | 209.38' | 12°22'04" | S75°00'54"W |
| C12 | 970.00' | 135.26' | 7°59'22" | S85°11'37"W |
| C13 | 970.00' | 37.09' | 2°11'28" | N89°42'58"W |
| C14 | 1030.00' | 175.62' | 9°46'08" | S86°29'41"W |
| C15 | 970.00' | 146.25' | 8°38'19" | N87°03'36"E |
| C16 | 1030.00' | 54.61' | 3°02'17" | N89°51'37"E |
| C17 | 1030.00' | 204.48' | 11°22'28" | N82°39'15"E |
| C18 | 1030.00' | 146.26' | 8°08'09" | N72°53'56"E |
| C19 | 100.00' | 157.08' | 90°00'00" | S66°10'08"E |
| C20 | 300.00' | 152.11' | 29°03'04" | N64°29'30"E |
| C21 | 25.00' | 39.27' | 90°00'00" | S23°49'52"W |
| C22 | 470.00' | 217.74' | 26°32'40" | S82°06'12"W |
| C23 | 100.00' | 147.04' | 84°14'49" | N39°37'24"W |

| CURVE TABLE | | | | |
|-------------|---------|---------|-----------|---------------|
| CURVE | RADIUS | LENGTH | DELTA | CHORD BEARING |
| C24 | 530.00' | 146.66' | 15°51'16" | N05°25'38"W |
| C25 | 25.00' | 21.68' | 49°40'47" | N11°29'07"E |
| C26 | 60.00' | 50.50' | 48°13'11" | N12°12'56"E |
| C27 | 60.00' | 55.32' | 52°49'24" | N38°18'22"W |
| C28 | 60.00' | 66.28' | 63°17'41" | S83°38'06"W |
| C29 | 60.00' | 40.78' | 38°56'33" | S32°30'59"W |
| C30 | 60.00' | 79.67' | 76°04'46" | S24°59'40"E |
| C31 | 25.00' | 21.68' | 49°40'47" | S38°11'40"E |
| C32 | 470.00' | 96.63' | 11°46'48" | S07°27'52"E |
| C33 | 100.00' | 174.23' | 99°49'39" | S48°20'22"W |
| C34 | 530.00' | 108.97' | 11°46'48" | N87°38'13"W |
| C35 | 530.00' | 68.97' | 7°27'22" | S82°44'43"W |
| C36 | 25.00' | 38.54' | 88°19'47" | N56°49'05"W |
| C37 | 470.00' | 26.79' | 3°16'57" | N11°01'13"W |
| C38 | 470.00' | 15.97' | 1°56'48" | N08°24'50"W |
| C39 | 530.00' | 13.88' | 1°30'03" | S08°11'28"E |
| C40 | 530.00' | 34.33' | 3°42'42" | S10°47'50"E |
| C41 | 25.00' | 40.00' | 91°40'13" | S33°10'55"W |
| C42 | 330.00' | 167.32' | 29°03'04" | S64°29'30"W |
| C43 | 25.00' | 21.68' | 49°40'47" | S74°48'21"W |
| C44 | 60.00' | 43.25' | 41°17'50" | S78°59'50"W |
| C45 | 60.00' | 46.34' | 44°14'56" | S36°13'27"W |
| C46 | 60.00' | 53.45' | 51°02'33" | S11°25'20"E |
| C47 | 60.00' | 53.30' | 50°53'45" | S62°23'31"E |

| CURVE TABLE | | | | |
|-------------|---------|---------|-----------|---------------|
| CURVE | RADIUS | LENGTH | DELTA | CHORD BEARING |
| C48 | 60.00' | 96.21' | 91°52'26" | N46°13'24"E |
| C49 | 25.00' | 21.68' | 49°40'47" | N25°07'34"E |
| C50 | 530.00' | 140.38' | 15°10'32" | S77°17'28"W |
| C51 | 530.00' | 47.31' | 5°06'53" | S67°08'45"W |
| C52 | 270.00' | 136.90' | 29°03'04" | N64°29'30"E |
| C53 | 470.00' | 108.56' | 13°14'02" | N85°38'03"E |
| C54 | 470.00' | 49.24' | 6°00'08" | S84°44'53"E |
| C55 | 100.00' | 157.08' | 90°00'00" | S36°44'49"E |
| C56 | 530.00' | 43.32' | 4°40'58" | S05°54'42"W |
| C57 | 470.00' | 43.64' | 5°19'13" | N05°35'35"E |
| C58 | 100.00' | 157.08' | 90°00'00" | N53°15'11"E |
| C59 | 530.00' | 38.16' | 4°07'33" | S83°48'35"E |
| C60 | 530.00' | 181.29' | 19°35'54" | N84°19'42"E |
| C61 | 530.00' | 52.71' | 5°41'53" | N71°40'48"E |
| C62 | 25.00' | 21.68' | 49°40'47" | S84°19'44"E |
| C63 | 60.00' | 64.55' | 61°38'25" | N87°41'27"E |
| C64 | 60.00' | 49.70' | 47°27'40" | N33°08'24"E |
| C65 | 60.00' | 40.78' | 38°56'33" | N10°03'43"W |
| C66 | 60.00' | 43.27' | 41°18'56" | N50°11'27"W |
| C67 | 25.00' | 21.68' | 49°40'47" | N46°00'32"W |
| C68 | 120.00' | 90.00' | 42°58'13" | N00°18'58"E |
| C69 | 85.00' | 87.10' | 58°42'50" | N07°33'20"W |
| C70 | 85.00' | 40.39' | 27°13'36" | N50°31'33"W |
| C71 | 120.00' | 90.00' | 42°58'13" | N42°39'15"W |

| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | N21°34'40"W | 156.94' |
| L2 | N81°44'49"W | 60.00' |
| L3 | N85°46'35"W | 34.65' |
| L4 | N88°46'15"W | 88.91' |
| L5 | S58°44'30"W | 25.00' |
| L6 | N31°15'30"W | 33.13' |
| L7 | N12°39'28"W | 91.66' |
| L8 | N08°00'28"W | 24.34' |
| L9 | S07°26'26"E | 199.66' |
| L10 | N08°23'23"W | 60.00' |
| L11 | N21°10'08"W | 98.08' |
| L12 | N68°49'52"E | 60.00' |
| L13 | S21°10'08"E | 37.57' |
| L14 | N68°16'33"E | 60.00' |
| L15 | N08°15'11"E | 130.00' |
| L16 | N08°15'11"E | 66.85' |
| L17 | N08°15'11"E | 173.42' |
| L18 | S08°15'11"W | 173.42' |

MYERS, JOSEPH L & KETHERYN MYERS DAVIS
REMAINING PORTION OF CALLED 125 ACRES
VOLUME 451, PAGE 501
DEED RECORDS

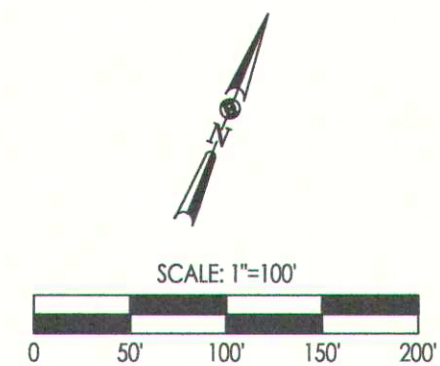
ENGINEER
MATKIN HOOVER ENGINEERING
3303 SHELL ROAD, SUITE 3
GEORGETOWN, TEXAS 78628
832-249-0600






OWNER/AGENT
WARR-SWINBANK, LLC
950 ECHO LN, SUITE 357
HOUSTON, TEXAS 77024
281-330-9769
KENNY@GAGEANDCADECONSTRUCTION.COM

Quick Inc.
Land Surveying, Land Planning, Consulting.
Firm: 10194104 512-915-4950
1430 N. Robertson Road, Salado, Texas 76571

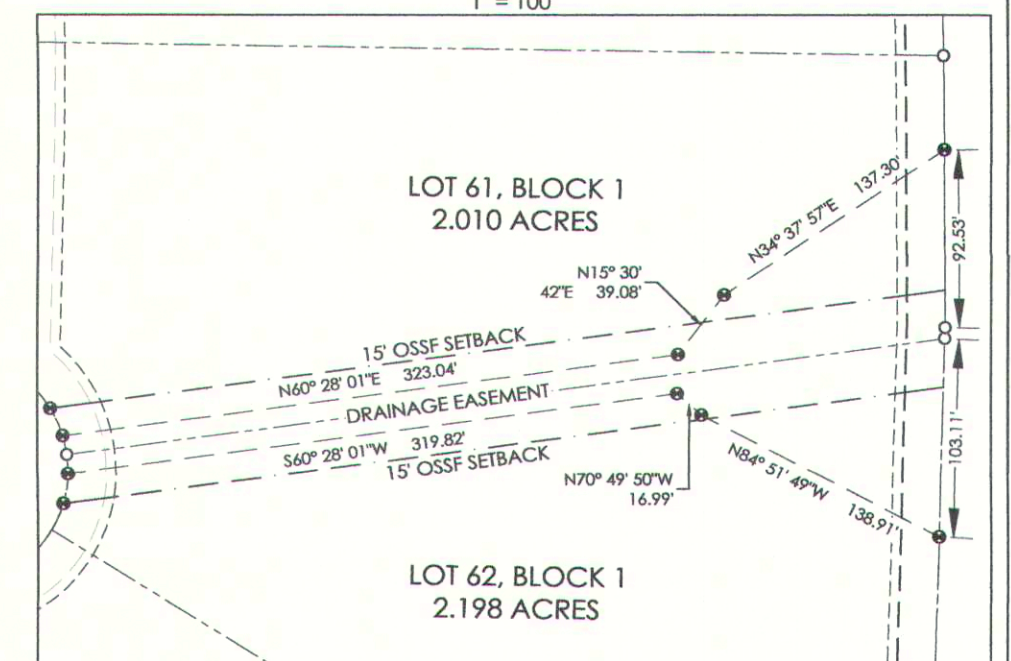
SUBMITTAL DATE: OCTOBER 12, 2020
REVISION DATE: NOVEMBER 16, 2020
JOB NO. 17-2051.1
SHEET 3 OF 6
SITE DETAIL

BEING A 163.781 ACRE TRACT OF LAND LOCATED IN THE E. LEICHTLE SURVEY, ABSTRACT NO. 382, AND THE IRWIN ADDISON SURVEY, ABSTRACT NO. 22, WILLIAMSON COUNTY, TEXAS, SAID 163.781 ACRE TRACT BEING A PORTION OF THAT CALLED 398.52 ACRE TRACT RECORDED IN DOCUMENT NO. 2017038953, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.



| | |
|---|--|
| <u>LEGEND</u> | |
| P.O.B. | POINT OF BEGINNING |
|  | 1/2" IRON ROD FOUND |
|  | SET 1/2" IRON ROD WITH A BLUE "QUICK INC RPLS 6447" PLASTIC CAP |
|  | SETBACKS. REFER TO SHEET 6 FOR DETAILS |
|  | PUDEBE, REFER TO SHEET 6 FOR DETAILS |
| MFFE | MINIMUM FINISHED FLOOR ELEVATIONS |
|  | 100 YEAR WATER SURFACE ELEVATION AS CALCULATED BY MATKIN HOOVER ENGINEERING STUDY SEALED ON 09/15/2020 |

LOTS 61 & 62 DETAIL
1" = 100'



ENGINEER
MATKIN HOOVER ENGINEERING
3303 SHELL ROAD, SUITE 3
GEORGETOWN, TEXAS 78628
830-249-0600

| |
|-----------------------------|
| OWNER/AGENT |
| WARR-SWINBACK, LLC |
| 950 ECHO LN, SUITE 357 |
| HOUSTON, TEXAS, 77024 |
| 281-330-9769 |
| KENNY@ |
| GAGEANDCADECONSTRUCTION.COM |

Quick Inc.
Land Surveying. Land Planning. Consulting.
Firm: 10194104 512-915-4950
1430 N. Robertson Road, Salado, Texas 76571

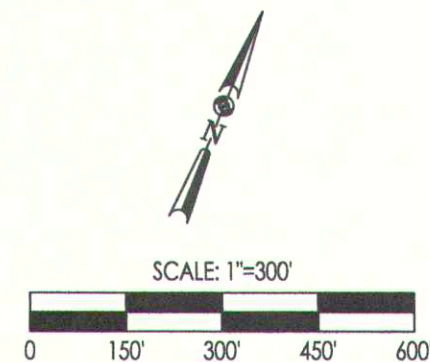
SUBMITTAL DATE: OCTOBER 12, 2020
REVISION DATE: NOVEMBER 16, 2020

JOB NO. 17-2051.1

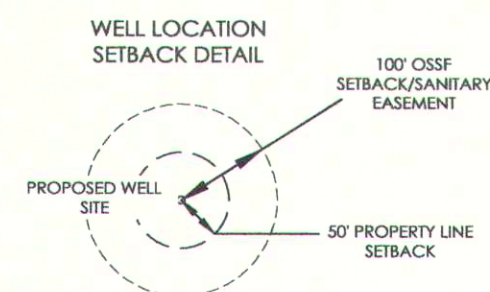
SHEET 4 OF 6
DRAINAGE EASEMENT
DETAIL

FINAL PLAT PHASE TWO MESA VISTA RANCH

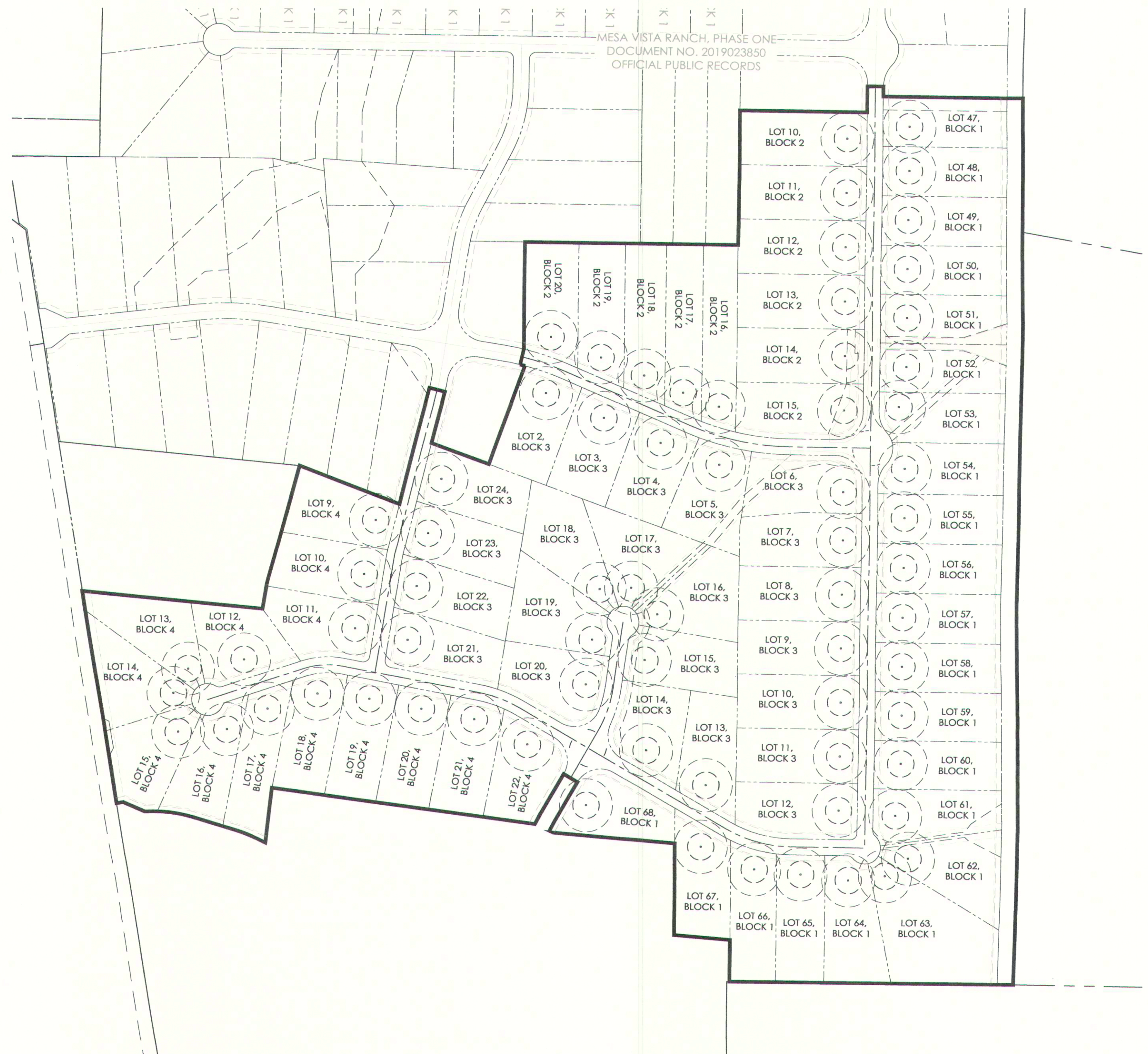
BEING A 163.781 ACRE TRACT OF LAND LOCATED IN THE E. LEICHTLE SURVEY, ABSTRACT NO. 382, AND THE IRWIN ADDISON SURVEY, ABSTRACT NO. 22, WILLIAMSON COUNTY, TEXAS, SAID 163.781 ACRE TRACT BEING A PORTION OF THAT CALLED 398.52 ACRE TRACT RECORDED IN DOCUMENT NO. 2017038953, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.



- LEGEND**
- P.O.B. POINT OF BEGINNING
 - 1/2" IRON ROD FOUND
 - SET 1/2" IRON ROD WITH A BLUE "QUICK INC RPLS 6447" PLASTIC CAP
 - SETBACKS, REFER TO SHEET 6 FOR DETAILS
 - PUDEBE, REFER TO SHEET 6 FOR DETAILS
 - MFFE MINIMUM FINISHED FLOOR ELEVATIONS
 - 100 YEAR WATER SURFACE ELEVATION AS CALCULATED BY MATKIN HOOVER ENGINEERING STUDY SEALED ON 09/15/2020



NOTE: THE LOCATIONS SHOWN HEREON ARE FOR CONCEPTUAL PURPOSES ONLY. ALL WELL LOCATIONS MUST BE APPROVED BY THE PROPER AUTHORITY PRIOR TO BEING CONSTRUCTED.



ENGINEER
MATKIN HOOVER ENGINEERING
3303 SHELL ROAD, SUITE 3
GEORGETOWN, TEXAS 78628
830-249-0600

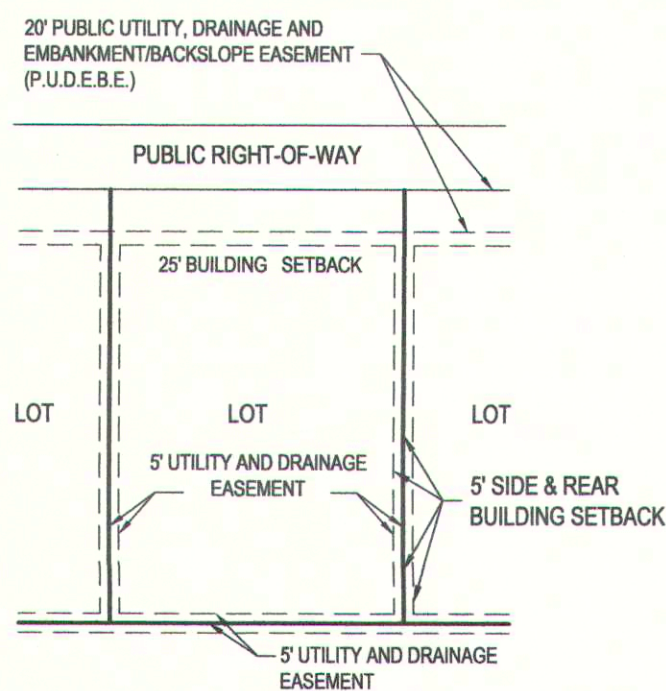
OWNER/AGENT
WARR-SWINBACK, LLC
950 ECHO LN, SUITE 357
HOUSTON, TEXAS, 77024
281-330-9769
KENNY@GAGEANDCADECONSTRUCTION.COM

Quick Inc.
Land Surveying, Land Planning, Consulting.
Firm: 10194104 512-915-4950
1430 N. Robertson Road, Salado, Texas 76571

SUBMITTAL DATE: OCTOBER 12, 2020
REVISION DATE: NOVEMBER 16, 2020
JOB NO. 17-2051.1
SHEET 5 OF 6
WELL DETAIL

NOTES:

1. ACREAGE OF SUBDIVISION = 163.781 ACRES. THE OVERALL AVERAGE DENSITY OF LOTS IN THIS SUBDIVISION IS 2.34 AC/LOT.
2. NO LOT IN THIS SUBDIVISION IS ENCLOSED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0230F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
3. 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.
4. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED VIA INDIVIDUAL PRIVATE, ON-SITE WELLS ON EACH LOT.
5. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ONSITE SEWAGE FACILITIES.
6. ELECTRIC SERVICE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE.
7. POSTAL SERVICE WILL BE PROVIDED BY CLUSTER BOXES ALONG VERBENA BLOSSOM BLUFF IN PHASE 1.
8. A TWENTY (20) FOOT PUBLIC UTILITY EMBANKMENT/BACKSLOPE AND DRAINAGE EASEMENT (P.U.D.E.B.E.) IS HEREBY DEDICATED ALONG THE FRONT PROPERTY LINE OF ALL LOTS IN THIS SUBDIVISION IN ADDITION TO THOSE UTILITY AND DRAINAGE EASEMENTS SHOWN ON THE PLAT. THERE IS ALSO HEREBY DEDICATED A FIVE (5) FOOT WIDE UTILITY AND DRAINAGE EASEMENT ADJACENT TO ALL NON-ROADWAY LOT LINES UNLESS OTHERWISE NOTED ON THE PLAT. IF TWO OR MORE LOTS ARE COMBINED AS A SINGLE HOME SITE, THIS EASEMENT SHALL BE RELINQUISHED ALONG THE COMMON LINE OR LINES OF THE COMBINED LOTS SO LONG AS NO UTILITY LINES OR DRAINAGE IMPROVEMENTS ARE LOCATED THEREIN.
9. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES.
10. GRANTOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
11. UNLESS OTHERWISE NOTED, ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET 1/2" IRON ROD WITH A RED "QUICK, INC. RPLS #6447" PLASTIC CAP.
12. BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
13. IN APPROVING THIS PLAT BY THE COMMISSIONER'S 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 OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE 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.
14. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THE PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
15. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
16. ALL DRIVEWAYS ONTO RURAL COUNTY ROADS WHOSE LOT IS SERVED BY A SEPTIC SYSTEM SHALL BE REQUIRED TO OBTAIN A PERMIT FROM THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT PRIOR TO CONSTRUCTION. THE SUBDIVISION DEVELOPER WILL BE HELD RESPONSIBLE TO NOTIFY BUILDERS AND LOT OWNERS OF THIS REQUIREMENT.
17. ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED ON ALL ROADS.
18. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.
19. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
20. 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 HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.
21. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.
22. DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO COUNTY ROAD 201.
23. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY MATKINHOOVER ENGINEERING AND SURVEYING, PROJECT NO. 2899.02 DATED SEPTEMBER 15, 2020.
24. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION 811.1.3.
25. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THE CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOOD PLAIN BOUNDARIES IN THIS AREA.
26. MAXIMUM OF 20% IMPERVIOUS COVER PER LOT.
27. ALL OBSTRUCTIONS ARE PROHIBITED WITHIN DRAINAGE EASEMENTS.



TYPICAL LOT EASEMENTS

N.T.S. (ESTABLISHED ON ALL LOTS)

FINAL PLAT
PHASE TWO
MESA VISTA RANCH

BEING A 163.781 ACRE TRACT OF LAND, LOCATED IN THE E. LEICHTLE SURVEY, ABSTRACT NO. 382 AND THE IRWIN ADDISON SURVEY, ABSTRACT NO. 22, WILLIAMSON COUNTY, TEXAS; SAID 163.781 ACRE TRACT BEING A PORTION OF THAT CALLED 398.52 ACRE TRACT RECORDED IN DOCUMENT NO. 2017038953, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

NEW RESIDENTIAL LOTS: 70

I GARRETT D. KELLER, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS ENCLOSED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 48491C0230F. EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT GEORGETOWN, WILLIAMSON COUNTY, TEXAS, THIS 18 DAY OF November, 2020.

GARRETT D. KELLER
REGISTERED PROFESSIONAL ENGINEER
NO. 111511 STATE OF TEXAS



STATE OF TEXAS {
COUNTY OF WILLIAMSON {

KNOW ALL MEN BY THESE PRESENTS

I, TRAVIS QUICKSALL, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF GEORGETOWN, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT GEORGETOWN, WILLIAMSON COUNTY, TEXAS, THIS 18 DAY OF NOVEMBER, 2020.

TRAVIS QUICKSALL
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6447 STATE OF TEXAS



BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY 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 Adam D. Bottright
J. TERRON EVERTSON, P.E., D.R., C.F.M.
WILLIAMSON COUNTY ENGINEER

November 19, 2020
DATE

| STREET SUMMARY TABLE | | | | | | |
|-----------------------|---------|-----------|----------------|--------------|----------------|-----------------------|
| NAME | LENGTH | ROW WIDTH | CLASSIFICATION | DESIGN SPEED | PAVEMENT WIDTH | MAINTENANCE AUTHORITY |
| ESPERANZA PETAL PASS | 2873 LF | 60' | LOCAL RURAL | 25 MPH | 23' | PUBLIC |
| LANTANA BUD TRAIL | 1378 LF | 60' | LOCAL RURAL | 25 MPH | 23' | PUBLIC |
| VERBENA BLOSSOM BLUFF | 1136 LF | 60' | LOCAL RURAL | 25 MPH | 23' | PUBLIC |
| PURPLE SALVIA COVE | 2654 LF | 60' | LOCAL RURAL | 25 MPH | 23' | PUBLIC |
| YELLOW SENNA PLACE | 628 LF | 60' | LOCAL RURAL | 25 MPH | 23' | PUBLIC |

(1) DIMENSIONS FROM BACK OF CURB TO BACK OF CURB

STATE OF TEXAS \$
\$ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON \$

I, KENNY WARR, CO-OWNER AND AGENT FOR WARR-SWINBANK, LLC, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2017038953 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS MESA VISTA RANCH PHASE 2.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 18 DAY OF November, 2020.

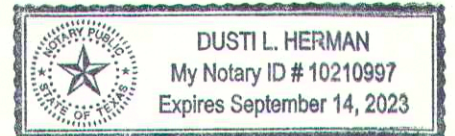
WARR-SWINBANK, LLC
C/O KENNY WARR
950 ECHO LN, STE 357
HOUSTON, TX 77024

STATE OF TEXAS \$
\$ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON \$

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED KENNY WARR, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18 DAY OF November, 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: September 14, 2023



ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE ____ DAY OF _____, 20__ A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS \$
\$ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON \$

I, BILL GRAVELL, JR, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS

BILL GRAVELL, JR, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS \$
\$ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON \$

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20__, A.D., AT ____ O'CLOCK, __M., AND DULY RECORDED THIS THE ____ DAY OF _____, 20__, A.D., AT ____ O'CLOCK, __M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. ____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

OWNER/DEVELOPER:

WARR-SWINBANK, LLC
C/O KENNY WARR
950 ECHO LN, STE 357
HOUSTON, TX 77024
OFF: (281) 330-9769
KENNY@GAGEANDCADECONSTRUCTION.COM

SURVEYOR:

QUICK INC.
C/O TRAVIS QUICKSALL, R.P.L.S
3303 SHELL RD, SUITE 4
GEORGETOWN, TEXAS 78628
(512) 915-4950

AGENT/PREPARER:

MATKIN HOOVER
ENGINEERING & SURVEYING
C/O GARRETT D. KELLER, P.E.
3303 SHELL RD SUITE 3
GEORGETOWN, TEXAS 78628
OFF: (512) 868-2244
FAX: (830) 249-0099
GKELLER@MATKINHOOVER.COM

MATKIN HOOVER
ENGINEERING
& SURVEYING

8 SPENCER ROAD SUITE 100
HOUSTON, TEXAS 77066
OFFICE: (830) 249-9600
CONTACT@MATKINHOOVER.COM

3303 SHELL ROAD SUITE 3
GEORGETOWN, TEXAS 78628
OFFICE: 512.868.2244

TEXAS REGISTERED ENGINEERING FIRM F-004512 SURVEYING FIRM F-10024000

DATE: OCTOBER 2020
JOB NO. - 2899.01

SHEET 6 OF 6

Commissioners Court - Regular Session**26.****Meeting Date:** 11/24/2020

Indigent/Abandoned Burial

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 any necessary action to approve order for funding interment by cremation of deceased (Louie A. Chester) who died in Precinct No. 4 of Williamson County, TX pursuant to Tex. Health & Safety Code §§ 711.002(e)(1) & (2).

Background

Fiscal Impact

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

Attachments

Order for Interment

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Melissa Goins

Final Approval Date: 11/19/2020

Reviewed By

Andrea Schiele

Date

11/19/2020 08:45 AM

Started On: 11/16/2020 09:06 PM

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

**ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Louie A. Chester)**

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Louie A. Chester (SSN xxx-xx-3735) passed away on October 24, 2020 at the age of 79 in Justice of the Peace, Pct. 4 of Williamson County, Texas while admitted at: SPJST Skilled Nursing, Rehabilitation and Memory Care in Taylor, Texas.

The Court finds that there has been investigation to obtain information regarding next of kin and the ability to pay for interment expenses. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsive or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court further finds that there is no person with duty to inter as set forth in Chapter 711 of the Texas Health & Safety Code; therefore, the duty to inter the remains falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.*, permanent disposition of remains by cremation, entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT Ramsey Funeral Home is granted authority to cremate the deceased.

Signed and entered this _____ day of November, 2020.

Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session**27.****Meeting Date:** 11/24/2020

We Are Blood Presentation

Submitted For: Bill Gravell**Submitted By:** Andrea Schiele, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, take appropriate action and hear a presentation on We Are Blood - COVID-19 Convalescent Plasma (CCP).

Background

Fiscal Impact

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

Attachments

We Are Blood

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 11/19/2020

Reviewed By

Andrea Schiele

Date

11/19/2020 12:37 PM

Started On: 11/19/2020 12:18 PM



WE ARE BLOOD
DRAWN TOGETHER SINCE 1951

4300 N. Lamar Blvd., Austin, TX 78756 | WeAreBlood.org

COVID-19 Convalescent Plasma (CCP) Program Funding Proposal for Williamson County

November 2020

Background

On April 4, We Are Blood (WrB) became one of the first blood centers in the country to stand up a program to collect COVID-19 Convalescent Plasma (CCP) for distribution to local physicians to administer under the Mayo Clinic's Expanded Access Protocol (EAP) approved by the FDA for Investigational CCP. The CCP Program has distributed more than 1600 doses of CCP for local COVID-19 patients.

Transition to Emergency Use Authorization (EUA)

In late August, the FDA announced its new Emergency Use Authorization (EUA), further expanding access to CCP beyond what was allowed under the investigational EAP. The EUA also adds the requirement that all CCP be labeled as either "high titer" or "low titer" which imposes new testing requirements to measure antibody titer levels.

A New Need for Program Stability and Funding

The new antibody testing requirement adds a significant cost for which We Are Blood must secure funding in order to keep this vital program alive.

Starting in April, the CCP Program built processes for recruiting donors and for collecting and distributing CCP. It steadily kept supply ahead of demand and built a comfortable inventory based on hospitalization rates and CCP usage.

Then suddenly in July, cases and hospitalizations surged, resulting in a spike in demand that quickly depleted CCP inventory. Clinicians had to adjust treatments to less than optimal doses, and WrB had to import CCP just to keep up.

New public orders then resulted in another decline and stabilization in cases and hospitalizations. WrB had weathered the July storm and built back a comfortable inventory – for now.

But to maintain stability going forward and shield against these inevitable swings and uncertainties, the CCP Program needs new funding to secure its operation for the next 12 months.

WrB needs to recruit and maximize donations from recovered COVID-19 patients. It needs to build a long-term inventory that can meet any demand (sudden or routine) for optimal CCP therapy until the course of this pandemic ultimately reaches its end.

The funding plan to ensure program viability for the next 12 months thus includes two components: Antibody Testing, and Expanding Capacity.

Funding Request

The entire budget for the CCP program outlined above is \$351,950. We Are Blood has requested partner funding for this program from Travis County and is allocating funding from a recent grant from Union Pacific Foundation. Among the 10 counties We Are Blood serves, we are seeking funding primarily from Travis County and Williamson County, as they are the counties treating the majority of COVID 19 patients in Central Texas and ordering 96% of CCP units (see We Are Blood CCP Distribution Table below).

We are request that **Williamson County** consider funding **\$63,351** of this budget to ensure we have adequate CCP in our Central Texas community to treat COVID-19 patients during the ongoing pandemic.

CCP Partner Funding Breakdown

| Funder | Amount | Status |
|--------------------------|-----------------|---------------|
| Travis County | \$274,521 | Pending vote |
| Williamson County | \$63,351 | In discussion |
| Union Pacific Foundation | \$14,078 | Awarded |
| Total | \$351,950 | |

CCP Proposal Detailed Budget

Antibody Testing

This 12-month program will allow WrB to screen all blood donors for positive antibodies to identify those who might be eligible for CCP donation, and then to perform titer testing on those whose screen is antibody positive (estimated 3%). This includes titer testing on existing CCP inventory to meet EUA requirements by the Dec 1 transition deadline.

| | |
|--|---------------|
| Estimated 51,110 antibody screening tests @ \$4.50 | \$229,950 |
| Estimated 4,000 antibody titer tests @ \$17.50 | <u>70,000</u> |
| Total Antibody Testing – 12 months | \$299,950 |

Expanded Capacity

Currently, CCP collection is limited to Trima technology at our fixed-site donor centers. Purchasing two Alyx technology collection machines will enable CCP collection on mobile buses for expanded capacity and flexibility.

| | |
|--|------------------|
| Alyx Apheresis collection machines (2) | <u>\$ 52,000</u> |
|--|------------------|

| | |
|---------------------------------------|------------------|
| Total Program Funding Proposal | \$351,950 |
|---------------------------------------|------------------|

We Are Blood CCP Distribution Table

252 Williamson County patients have received CCP therapy from units distributed by We Are Blood of a total 1,300 patients across Central Texas who have received CCP therapy. When our inventory is adequate, physicians typically order two units per patient. During the height of the spike in cases in Central Texas over the summer, we had to limit order fulfillment to one unit per patient. Below is a breakdown of CCP units distributed by We Are Blood by county.

| County | Facility Name | 2020 CCP Units Shipped | Percent of Total Distribution | |
|------------|----------------------|------------------------|-------------------------------|-----|
| Travis | ASCENSION SETON MC | 408 | 26% | 78% |
| | BSW MC AUSTIN | 13 | 1% | |
| | BSW MC LAKEWAY | 20 | 1% | |
| | BSW MC PFLUGERVILLE | 48 | 3% | |
| | DELL CHILDREN'S | 3 | 0% | |
| | DELL SETON MC AT UT | 330 | 21% | |
| | NO AUSTIN MED CTR | 71 | 4% | |
| | SO AUSTIN MED CTR | 284 | 18% | |
| | ST DAVIDS MED CTR | 53 | 3% | |
| Hays | BSW MC BUDA | 16 | 1% | 3% |
| | CHSR - SAN MARCOS | 36 | 2% | |
| Burnet | BSW MC MARBLE FALLS | 14 | 1% | 1% |
| Williamson | BSW MC ROUND ROCK | 51 | 3% | 18% |
| | BSW MC TAYLOR | 8 | 1% | |
| | CEDAR PARK MED CNTR | 43 | 3% | |
| | ROUND ROCK HOSPITAL | 114 | 7% | |
| | ST DAVIDS-GEORGETOWN | 73 | 5% | |

Commissioners Court - Regular Session**29.****Meeting Date:** 11/24/2020

FY 2021 Animal Shelter Donation Fund Budget

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on the Fiscal Year 2021 Animal Shelter Donation Fund.

Background

The budget is based on unspent Fiscal Year 2020 donations. Total unspent Fiscal Year 2020 is \$361,726.15 of that amount \$20,295.06 will be restricted in fund balance to be used for future capital needs.

Fiscal Impact

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

Attachments

FY 21 Animal Shelter Donation Fund Budget

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 11/17/2020

Reviewed By

Andrea Schiele

Date

11/17/2020 08:31 AM

Started On: 11/09/2020 03:26 PM

WILLIAMSON COUNTY
ANIMAL SHELTER DONATION FUND
FISCAL YEAR 2021 EXPENDITURE BUDGET
FUND 546 DEPARTMENT 546

| Object | Amount | |
|--|-------------------|-------------------------------------|
| 001100 F/T SALARIES | 25,376.00 | } Animal Shelter Staff |
| 001130 MERIT | 3,477.14 | |
| 002010 FICA | 2,207.27 | |
| 002020 RETIREMENT | 4,201.27 | |
| 002030 INSURANCE | 10,128.00 | |
| 002050 WORKER'S COMP | 773.45 | |
| 003001 SMALL EQUIPMENT & TOOLS < \$5,000 | 135.42 | Use of Kuranda Beds Donations |
| 003510 PURCHASES FOR RESALE | 6,787.05 | Use of Sales from Pet Care Products |
| 003670 USE OF DONATIONS | 70,049.82 | Use of General Donations |
| 004100 PROFESSIONAL SERVICES | 86,121.94 | Use of Jane's Fund Donations |
| 004109 SPECIAL NEEDS | 17,513.09 | Use of Special Project Donations |
| 004231 TRAVEL | 69,504.87 | Use of Animal Transport Donations |
| 004232 TRAINING | 15,356.75 | Use of S.I.T. Team Donations |
| 004509 FACILITY ENHANCEMENTS | 6,554.95 | Use of Play Yards Donations |
| 004975 ANIMAL MEDICAL CARE | 23,244.32 | Use of Heart Worm Fund Donations |
| TOTAL | 341,431.34 | |

Commissioners Court - Regular Session**30.****Meeting Date:** 11/24/2020

DA Apportionment Supplement BA Rev 11.24.20

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the District Attorney's Office from State Judiciary Apportionment Funds.

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day-to-day expenses of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|------------------|-----------------------------|------------|
| | 0100.0000.335602 | Dist Atty Salary Supplement | \$7,500.00 |

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 11/17/2020

Reviewed By

Andrea Schiele

Date

11/17/2020 04:47 PM

Started On: 11/16/2020 09:35 AM

Commissioners Court - Regular Session**31.****Meeting Date:** 11/24/2020

DA Apportionment Supplement BA Exp 11.24.20

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Attorney's Office from State Judiciary Apportionment Funds.

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day-to-day expenses of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|------------------|--------------------------|------------|
| | 0100.0440.001940 | Apportionment Supplement | \$6,138.50 |
| | 0100.0440.002010 | FICA | \$469.58 |
| | 0100.0440.002020 | Retirement | \$891.92 |

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 11/17/2020

Reviewed By

Andrea Schiele

Date

11/17/2020 04:48 PM

Started On: 11/16/2020 09:36 AM

Commissioners Court - Regular Session**32.****Meeting Date:** 11/24/2020

Tyler Supervision Software for Pre-Trial

Submitted By: Kerstin Hancock, 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 Pre-Trial operations as well as the Professional Services cost for the integration with Odyssey. Points of contact: Minnie Beteille/Ronald Morgan. Funding Source 01.0100.0503.005741 FY21

Fiscal Impact

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

Attachments

Tyler agreement and PSA

Form Review

| Inbox | Reviewed By | Date |
|----------------------------------|----------------|---------------------------------|
| Purchasing (Originator) | Randy Barker | 11/19/2020 09:54 AM |
| County Judge Exec Asst. | Andrea Schiele | 11/19/2020 10:25 AM |
| Form Started By: Kerstin Hancock | | Started On: 11/17/2020 12:50 PM |
| Final Approval Date: 11/19/2020 | | |



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

Table of Contents

| | |
|--|----------|
| PART 1: EXECUTIVE SUMMARY | 4 |
| 1. Project Overview..... | 4 |
| 1.1 Introduction | 4 |
| 1.2 Project Goals | 4 |
| 1.3 Methodology..... | 4 |
| PART 2: PROJECT FOUNDATION | 6 |
| 2. Project Governance | 6 |
| 3. Project Scope Control | 7 |
| 3.1 Managing Scope and Project Change | 7 |
| 3.2 Change Control | 7 |
| 3.3 Change Request Management..... | 8 |
| 4. Acceptance Process | 9 |
| 5. Roles and Responsibilities | 9 |
| 5.1 Tyler Roles & Responsibilities | 10 |
| 5.1.1 Tyler Executive Sponsor | 10 |
| 5.1.2 Tyler Implementation Manager | 10 |
| 5.1.3 Tyler Project Manager..... | 10 |
| 5.1.4 Tyler Implementation Consultant | 12 |
| 5.1.5 Tyler Sales | 12 |
| 5.1.6 Tyler Technical Services | 12 |
| 5.2 Williamson Pretrial Roles & Responsibilities | 12 |
| 5.2.1 Williamson Pretrial Executive Sponsor | 12 |
| 5.2.2 Williamson Pretrial Steering Committee | 13 |
| 5.2.3 Williamson Pretrial Project Manager..... | 13 |
| 5.2.4 Williamson Pretrial Functional Leads..... | 15 |
| 5.2.5 Williamson Pretrial Power Users | 15 |
| 5.2.6 Williamson Pretrial End Users..... | 16 |
| 5.2.7 Williamson Pretrial Technical Lead | 16 |
| 5.2.8 Williamson Pretrial Change Management Lead | 16 |

PART 3: PROJECT PLAN..... 18

6. Project Stages..... 18

| | | |
|-------|---|----|
| 6.1 | Initiate and Plan | 20 |
| 6.1.1 | Initial Coordination | 20 |
| 6.1.2 | Project/Phase Planning | 21 |
| 6.1.3 | Infrastructure Planning | 22 |
| 6.1.4 | Stakeholder Meeting..... | 24 |
| 6.1.5 | Intentionally left blank. | 25 |
| 6.1.6 | Control Point 1: Initiate & Plan Stage Acceptance..... | 25 |
| 6.2 | Assess & Define | 25 |
| 6.2.1 | Solution Orientation..... | 25 |
| 6.2.2 | Current & Future State Analysis..... | 26 |
| 6.2.3 | Intentionally left blank. | 28 |
| 6.2.4 | Modification Analysis..... | 28 |
| 6.2.5 | Intentionally left blank. | 29 |
| 6.2.6 | Control Point 2: Assess & Define Stage Acceptance | 29 |
| 6.3 | Prepare Solution | 30 |
| 6.3.1 | Initial System Deployment | 30 |
| 6.3.2 | Configuration | 31 |
| 6.3.3 | Process Refinement | 32 |
| 6.3.4 | Intentionally left blank. | 34 |
| 6.3.5 | Modifications Delivery | 34 |
| 6.3.6 | Intentionally left blank. | 36 |
| 6.3.7 | Control Point 3: Prepare Solution Stage Acceptance..... | 36 |
| 6.4 | Production Readiness | 36 |
| 6.4.1 | Solution Validation | 36 |
| 6.4.2 | Go-Live Readiness | 37 |
| 6.4.3 | End User Training | 39 |
| 6.4.4 | Control Point 4: Production Readiness Stage Acceptance..... | 40 |
| 6.5 | Production..... | 40 |
| 6.5.1 | Go-Live | 40 |
| 6.5.2 | Transition to Client Services..... | 42 |
| 6.5.3 | Post Go-Live Activities..... | 43 |
| 6.5.4 | Control Point 5: Production Stage Acceptance..... | 44 |
| 6.6 | Close..... | 44 |
| 6.6.1 | Phase Closeout..... | 44 |
| 6.6.2 | Project Closeout | 46 |
| 6.6.3 | Control Point 6: Close Stage Acceptance | 47 |

7. General Assumptions 47

| | | |
|-----|--|----|
| 7.1 | Project..... | 47 |
| 7.2 | Organizational Change Management | 48 |
| 7.3 | Resources and Scheduling..... | 48 |
| 7.4 | Intentionally left blank. | 49 |
| 7.5 | Facilities..... | 49 |

8. Glossary 50

PART 4: APPENDICES 53

9. No Conversion - Intentionally left blank..... 53

10. Additional Appendices..... 54

11. Project Timeline 55

11.1 Tyler Supervision Project Timeline..... 55

11.1.1 Timeline Graphic **Error! Bookmark not defined.**

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.

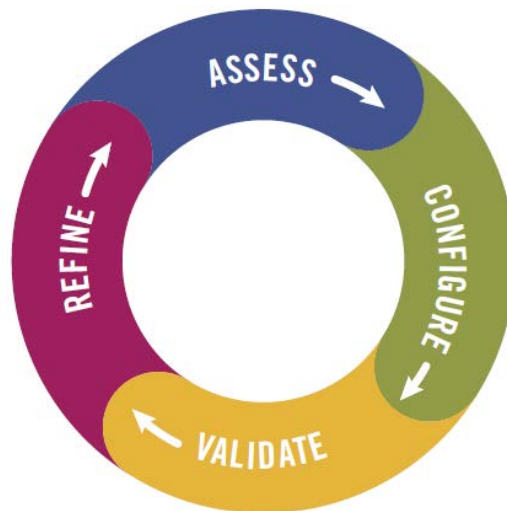
Tyler's Six Stage Project Methodology



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.

Iterative Project Model



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.

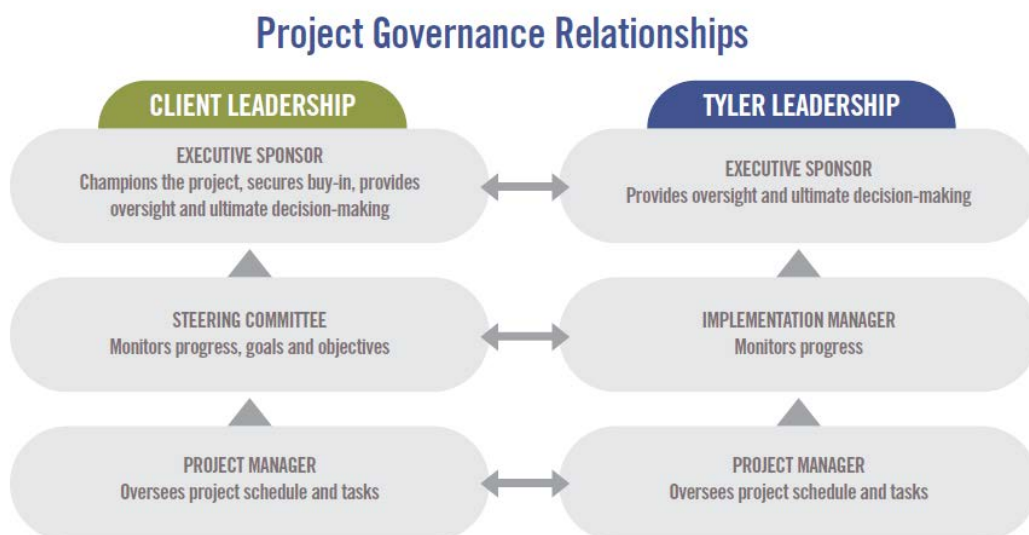
Part 2: Project Foundation

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.

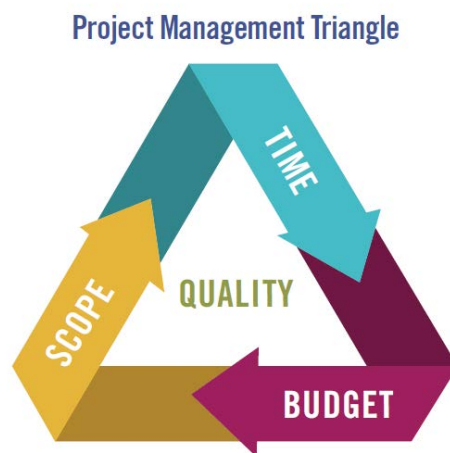
The chart below illustrates an overall team perspective where Tyler and Williamson Pretrial collaborate to resolve Project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler 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.

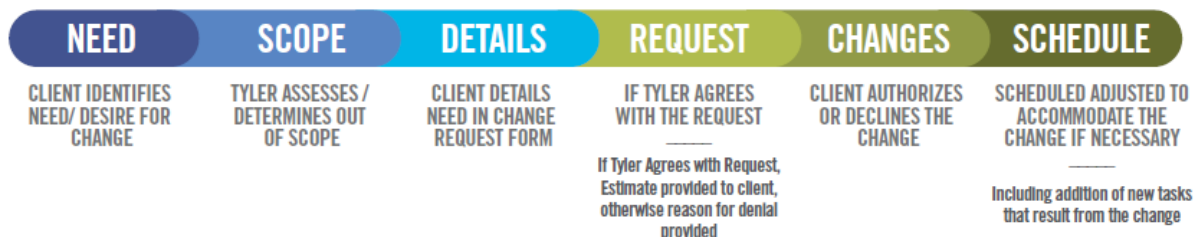
3.3 Change Request Management

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.

Change Request Process



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.

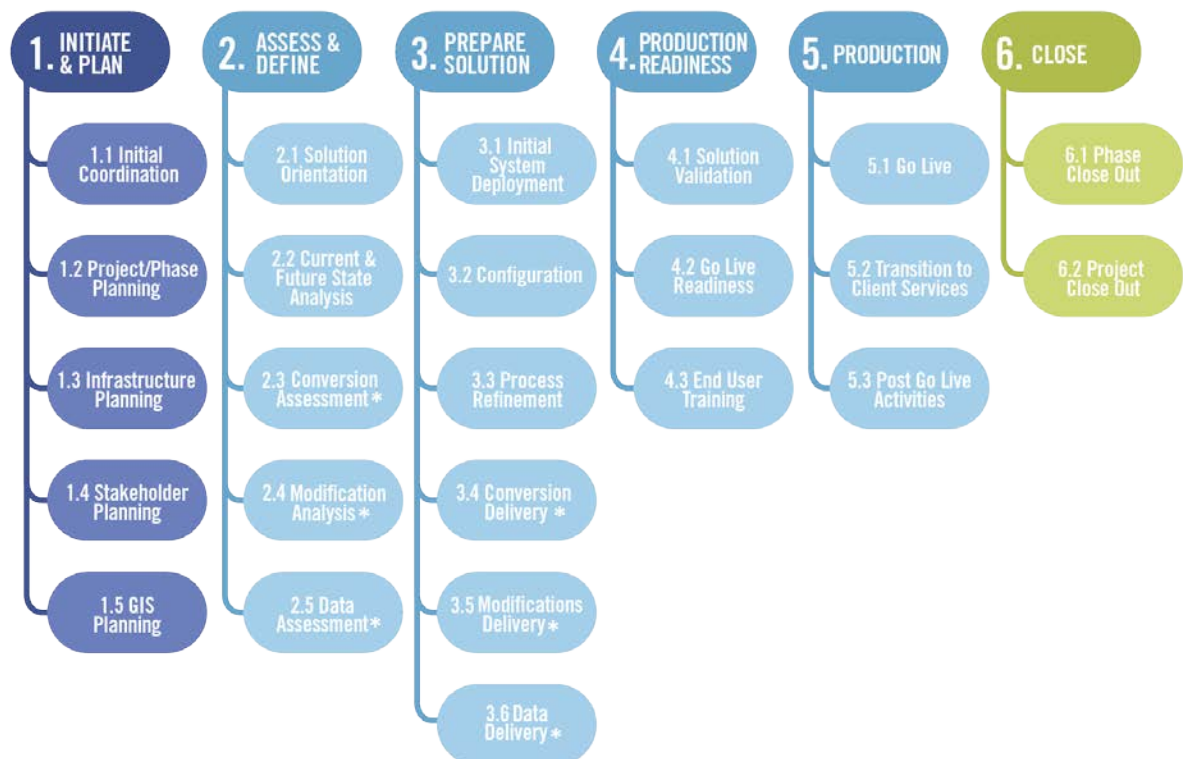
Part 3: Project Plan

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.

Work Breakdown Structure (WBS)



**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 Pretial's infrastructure meets Tyler's application requirements.
- Ensure Williamson Pretial'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 Pretial 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 |

| | | | | | | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| 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 |
| | | | A | | | R | | | | | I | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| Validate scheduled development for completion | | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | |
|--|--|--|---|---|---|---|---|--|--|--|---|---|--|---|--|--|---|
| 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 Prettrial 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 |
| | 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 |
| | | A | R | C | C | C | C | I | | | C | C | I | C | | | C |
| | Schedule contracted activities that are planned for delivery after go-live | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | | | | |
|---|--|--|---|---|---|---|---|--|---|--|--|--|---|---|---|---|--|--|--|--|
| 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.

LIMITED LICENSE AGREEMENT

This Limited License Agreement (the “Agreement”), effective as of the last date on which each party hereto signs below (the “Effective Date”), is between the Laura and John Arnold Foundation (the “Foundation”), and Tyler Technologies, Inc. (“Tyler Technologies”). In consideration of the Foundation’s grant to Tyler Technologies of limited license rights in certain Foundation intellectual property, the parties agree as follows:

1. **Defined Terms.** In addition to the defined terms included in other sections of this Agreement, the below terms mean the following: (a) “Territory” means the United States of America; (b) “Website” means www.AdvancingPretrial.org and related or included content, services, resources, features, and applications; (c) “PSA” means the Public Safety Assessment™, the Foundation’s proprietary court-based pre-trial risk assessment; (d) “PSA Marks” mean PUBLIC SAFETY ASSESSMENT, PSA, and the PSA logo; (e) “PSA Materials” means all works of authorship, instructions, narrative content, or other forms of creative expression contained in or made available through the Website; and (f) the “PSA Core Requirements” are the following: (i) the PSA and PSA Materials will be used in a manner consistent with instructions, templates, or other guidance provided by Foundation regarding: suitability for assessment with the PSA; data used to score the PSA; definitions of factors; weighting, inclusion, and exclusion of factors; formula for scoring or calculation of PSA score; information included in the pretrial assessment report; use of an automated system for calculation and scoring the PSA; and use of a quality assurance process for the PSA; and (ii) the PSA will be calculated for all people subject to a pretrial release/detention decision and at the earliest possible point following custodial arrest; presented and considered at a person’s first court appearance (ideally no more than 24 hours after arrival in jail, as consistent with any and all applicable laws and regulations) and any appearance during which a release/detention determination is made or release conditions are set or adjusted; and will not be used to impede judicial discretion or authority or be presented as the sole criterion in a release/detention determination.

2. **Limited License.** Subject to the terms and conditions of this Agreement, the Foundation grants Tyler Technologies a limited, non-exclusive, non-transferable license, without the right to sublicense, only in the Territory to (a) install and integrate the PSA into Tyler Technologies’s case management platform (“CMP”) solely for use in the United States by jurisdictions that validly and lawfully implement (each an “Implementation Jurisdiction,” and collectively, the “Implementation Jurisdictions”) the PSA, (b) distribute, copy, create derivative works of, and reproduce the PSA Materials solely in connection with providing PSA-related services to an Implementation Jurisdiction in accordance with the PSA Core Requirements; and (c) use the PSA Marks solely in connection with providing PSA-related services to an Implementation Jurisdiction in accordance with the PSA

Core Requirements. At any time upon the Foundation’s request, Tyler Technologies shall promptly identify any Implementation Jurisdiction that Tyler Technologies has worked with and/or is working with. The foregoing license and this Agreement supersede and replace any and all prior agreements between the Foundation and Tyler Technologies.

3. **License Restrictions.** Tyler Technologies shall not directly or indirectly (a) use the PSA or any of the Foundation’s Proprietary Information (defined below) to create any service or documentation that performs substantially the same functionality as the PSA; (b) encumber, sublicense, transfer, distribute, rent, lease, time-share or use the PSA in any service bureau arrangement or otherwise for the benefit of any third party; (c) adapt, combine, create derivative works of or otherwise modify the PSA; (d) remove or obscure any copyright notices or attributions contained in or on the PSA Materials; or (e) use or allow the transmission, transfer, export, re-export or other transfer of any product, technology or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction. Tyler Technologies represents and warrants that it owns all right, title, and interest in or to, or possesses permissions and/or valid and binding licenses for use of, all property (including all intellectual property) to be utilized by Tyler Technologies in connection with its work related to the PSA, the PSA Materials, derivative works of the PSA Materials created by Tyler Technologies, the PSA Marks, and any Proprietary Information. Tyler Technologies further represents and warrants that its work to be rendered in connection with the PSA, the PSA Materials, derivative works of the PSA Materials created by Tyler Technologies, the PSA Marks, and any Proprietary Information will not violate or in any way infringe upon any rights of third parties including, without limitation, any property, contractual, employment, proprietary information, or non-disclosure rights, or any copyrights, patents, trademark, trade secrets, or other intellectual property or proprietary rights.

4. **Ownership and Attribution Regarding Derivative Works.** The Foundation shall own all derivative works of the PSA Materials created by Tyler Technologies under this Agreement. Tyler Technologies hereby assigns to the Foundation any and all ownership interest in any such derivative works. Further, in the event additional action is needed to vest ownership of any such

derivative works in the Foundation, Tyler Technologies hereby agrees to perform all acts necessary to vest ownership in the Foundation. For any such derivative works, Tyler Technologies shall include the following attribution language on either the front or title page of the derivative work: © [Year of First Publication] Laura and John Arnold Foundation (created by Tyler Technologies under license from the Laura and John Arnold Foundation) – for example, “© 2018 Laura and John Arnold Foundation (created by Tyler Technologies under license from the Laura and John Arnold Foundation)”.

5. Compliance with the PSA Core Requirements; LJAF's Right to Audit Compliance. Tyler Technologies shall only use the PSA, the Website, the PSA Materials, and/or the PSA Marks in connection with aiding jurisdictions in implementing and using the PSA in accordance with the PSA Core Requirements. Accordingly, Tyler Technologies hereby agrees, represents, and warrants that it will adhere to and comply with the PSA Core Requirements in aiding jurisdictions in implementing and using the PSA, in using the PSA Materials, and/or in using the PSA Marks. To maintain the integrity of the PSA, the Foundation must be able to ensure that any party who has implemented, or assisted with the implementation of, the PSA, used the PSA Materials, and/or used the PSA Marks has done so in compliance with this Agreement, including but not limited to the PSA Core Requirements. Accordingly, Tyler Technologies agrees that it will provide LJAF access, upon twenty-one (21) calendar days' notice and subject to any applicable legal restrictions limiting the Foundation's access to certain data, to any and all documents, information, and communications created by Tyler Technologies, used by Tyler Technologies, relied upon by Tyler Technologies or provided to Tyler Technologies in connection with Tyler Technologies's implementing or assisting in implementing the PSA such that Foundation may assess, to its sole satisfaction, compliance with this Agreement, including but not limited to the PSA Core Requirements by Tyler Technologies or any jurisdiction on whose behalf Tyler Technologies has performed any work. In the event Tyler Technologies fails, in the Foundation's sole determination, to demonstrate such compliance, the Foundation shall be entitled to demand that Tyler Technologies cease and desist claiming or representing to implement the PSA, cease and desist all use of the PSA Marks, and/or cease and desist implementing or assisting in implementing the PSA. Tyler Technologies hereby agrees to comply with any such written demands within seven (7) calendar days of the Foundation's making such a demand.

6. Proprietary Information. “Proprietary Information” means, to the extent previously, presently or subsequently disclosed by or for the Foundation to Tyler Technologies, all financial, business, legal and technical information of the Foundation or any of its affiliates, suppliers, customers and employees (including information

about research, development, operations, marketing, transactions, regulatory affairs, discoveries, inventions, methods, processes, articles, materials, algorithms, software, specifications, designs, drawings, data, strategies, plans, know-how and ideas, whether tangible or intangible, and including all copies and other derivatives thereof). Proprietary Information shall not include any information that (a) was rightfully known to Tyler Technologies without restriction before receipt from the Foundation; (b) is rightfully disclosed to Tyler Technologies without restriction by a third party; or (c) is or becomes generally known to the public through no fault of Tyler Technologies. Tyler Technologies agrees (a) to use the Proprietary Information only to exercise the license under Section 2 of this Agreement and to the extent required to fulfill Tyler Technologies's obligations to the Implementation Jurisdictions, but not for any other purpose; (b) to maintain the Proprietary Information as confidential, and exercise all reasonable precautions to prevent unauthorized access, use or disclosure; (c) not to copy the Proprietary Information; and (d) not to disclose the Proprietary Information to any third party other than Tyler Technologies's employees and agents who have a need to know for the permitted purpose under this Agreement and who are similarly bound (consistent with the restrictions in this Agreement) to protect the Proprietary Information. Tyler Technologies shall promptly notify the Foundation of any unauthorized use or disclosure of Proprietary Information, and shall be responsible for any breach of its confidentiality obligations by its employees and agents.

7. No Warranties. The PSA, PSA Materials, and all Proprietary Information are provided “**AS IS**.” The Foundation will not be liable to Tyler Technologies for damages arising from any use of the PSA, the PSA Marks, the PSA Materials, the Proprietary Information, or the Website, or from any errors, omissions or otherwise relating thereto. All of the Foundation's rights in and to the PSA, the PSA Marks, the PSA Materials, the Proprietary Information, and the Website remain the exclusive property of the Foundation.

8. Termination. This Agreement will terminate immediately upon the receipt by one party of written notice from the other. For the sake of clarity, the Foundation may terminate this Agreement in its sole discretion for any reason or no reason at all. Upon termination, all rights to use the PSA, the PSA Materials, derivative works of the PSA Materials created by Tyler Technologies, the PSA Marks, the Proprietary Information, and the Website shall cease. Sections 3-10 shall survive termination of this Agreement. Upon termination of this Agreement for any reason, or upon the Foundation's request at any time, Tyler Technologies shall destroy all originals and copies of any PSA Materials and/or Proprietary Information and all information, records and materials developed therefrom—however, notwithstanding the foregoing, upon termination,

the Foundation may request that Tyler Technologies provide the Foundation with all (or a subset) of the derivative works of the PSA Materials created by Tyler Technologies, and Tyler Technologies shall provide such materials on or before the fourteenth (14th) calendar day following such request. Without limiting any of the foregoing, Tyler Technologies shall have no rights to continue to access or use the PSA following termination hereof.

9. **Remedies and Indemnification.** Due to the unique nature of the PSA and the Foundation's interest in maintaining and securing the fidelity of the PSA and its use, Tyler Technologies agrees that any breach or threatened breach of this Agreement will cause not only financial harm to the Foundation, but also irreparable harm for which money damages will not be an adequate remedy. Therefore, the Foundation shall be entitled, in addition to any other legal or equitable remedies, to an injunction or similar equitable relief against any such breach or threatened breach without the necessity of posting any bond. Tyler Technologies shall defend, indemnify, and hold harmless the Foundation (including its officers, directors, employees, agents, contractors, successors, affiliates, and any other entity controlled or directed by the aforementioned) from and against any and all damages, costs, liabilities, and expenses whatsoever (including attorneys' fees and related disbursements) incurred by the Foundation by reason of (a) any breach by Tyler Technologies of any obligation, representation, warranty, or covenant under this Agreement; or (b) Tyler Technologies's use (in whole or in part) of the PSA, the PSA Materials, derivative works of the PSA Materials created by Tyler Technologies, the PSA Marks, the Proprietary Information.

10. **Miscellaneous.** This Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties concerning the subject matter hereof. The Foundation may transfer or assign this Agreement and/or any or all of its rights or obligations under this Agreement to a third party at any time. In such circumstances, the transferee or assignee shall enjoy and undertake the same

rights and obligations herein of the Foundation as if the transferee or assignee is the Foundation hereunder. When the Foundation transfers or assigns the rights and obligations under this Agreement, at the request of the Foundation, Tyler Technologies shall execute the relevant agreements and/or documents with respect to such transfer or assignment. Tyler Technologies shall not assign any of its rights or obligations hereunder without the prior written consent of the Foundation. No change, consent or waiver to this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. The failure of the Foundation to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. Unless expressly provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States, without regard to the conflicts of laws provisions thereof. With respect to any claim or dispute related to or arising under this Agreement, the parties hereby consent to the exclusive jurisdiction, forum and venue of the state and federal courts located in the State of Texas. In any action or proceeding to enforce or interpret this Agreement or that is otherwise related to this Agreement, whether brought by Tyler Technologies or by the Foundation, if the Foundation is the prevailing party, the Foundation will be entitled to recover from Tyler Technologies the Foundation's costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding (including, if applicable, enforcing any judgment or order obtained). Any notice hereunder will be effective upon receipt and shall be given in writing and delivered to the other party at its address given herein or at such other address designated by written notice.

SIGNATURE BLOCK ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

LAURA AND JOHN ARNOLD FOUNDATION

TYLER TECHNOLOGIES, INC.

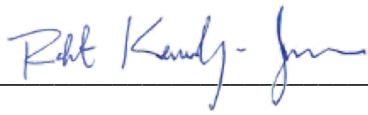
DocuSigned by:
By: 
1809F3F17DA7418...

Date: 11/16/2020

Name: Kelli Rhee

Title: President and Chief Executive Officer

Address: 1717 West Loop South, Suite 1800
Houston, Texas 77027

By: 

Date: 11/11/2020

NAME: ROB KENNEDY-JENSEN

TITLE: DIRECTOR OF CONTRACTS

ADDRESS: 1 TYLER DRIVE, YARMOUTH, ME 04096

Commissioners Court - Regular Session**33.****Meeting Date:** 11/24/2020

Southeast Loop (Corridor E1) RTG Contract Amendment No. 1

Submitted By: Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the Southeast Loop (Corridor E1) contract between Williamson County and Rodriguez Transportation Group, Inc. (RTG) relating to the 2019 Road Bond Program. Project: P463. Fund Source: Road Bonds.

Background

This Contract Amendment No. 1 is to add sub-consultant rate and testing categories for Fugro USA Land, Inc. that were inadvertently left out of the master contract.

Fiscal Impact

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

Attachments

SELoop-RTG-ContractAmendment1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 11/19/2020

Reviewed By

Andrea Schiele

Date

11/19/2020 11:40 AM

Started On: 11/18/2020 05:35 PM

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Southeast Loop (Corridor E1) (“Project”)

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Rodriguez Transportation Group, Inc.** (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective **April 7, 2020** (the “Contract”);

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the “Compensation Cap” under Article 5 of the Contract limits the maximum amount payable under the Contract to **\$ 4,000,000.00**; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D-1.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: Steven F. Davidson
Signature

Steven F Davidson
Printed Name

Chief Financial Officer
Title

11/18/2020
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date


11/18/2020

EXHIBIT D-1 - RATE SCHEDULE

PRIME NAME: Rodriguez Transportation Group, Inc.

| Labor/Staff Classification | Contract Rate |
|---|---------------|
| | |
| Project Manager | \$ 225.00 |
| Quality Manager | \$ 194.00 |
| Senior Engineer | \$ 210.00 |
| Project Engineer | \$ 179.00 |
| Design Engineer | \$ 147.00 |
| EIT | \$ 111.00 |
| Senior Engineer Specialist | \$ 160.00 |
| Senior Engineer Tech | \$ 129.00 |
| Engineer Tech | \$ 100.00 |
| CADD Tech | \$ 82.00 |
| Admin/Clerical | \$ 70.00 |
| Contract Rates include labor, overhead, and profit. | |

EXHIBIT D-1 - RATE SCHEDULE

SUB-PROVIDER NAME: CP&Y Inc.

| Labor/Staff Classification | Contract Rate |
|---|---------------|
| | |
| Quality Manager | \$ 174.00 |
| Senior Engineer | \$ 224.00 |
| Project Engineer | \$ 191.00 |
| Design Engineer | \$ 158.00 |
| Engineer-in-Training | \$ 121.00 |
| Senior Engineer Tech | \$ 154.00 |
| Engineer Tech | \$ 111.00 |
| Senior Environmental Planner | \$ 245.00 |
| Environmental Planner IV | \$ 174.00 |
| Environmental Planner I/II | \$ 111.00 |
| Senior Environmental Scientist | \$ 174.00 |
| Environmental Scientist IV | \$ 154.00 |
| Environmental Scientist III | \$ 121.00 |
| Environmental Scientist I/II | \$ 111.00 |
| Senior Architectural Historian | \$ 148.00 |
| Architectural Historian | \$ 107.00 |
| Admin/Clerical | \$ 121.00 |
| Senior GIS Operator | \$ 111.00 |
| GIS Operator | \$ 101.00 |
| Contract Rates include labor, overhead, and profit. | |

EXHIBIT D-1 - RATE SCHEDULE

SUB-PROVIDER NAME: Fugro USA Land, Inc.

Items in Red have been added as an addendum to the original Contract for Engineering Services

| Labor/Staff Classification | | Contract Rate |
|--|------|---------------|
| Senior Project Manager | | \$ 285.41 |
| Project Manager | | \$ 262.26 |
| Project Engineer | | \$ 231.41 |
| Laboratory Manager | | \$ 208.27 |
| Project Geologist | | \$ 192.84 |
| Graduate Professional | | \$ 134.99 |
| Senior Engineering Technician | | \$ 134.99 |
| Technician and Draftsperson | | \$ 115.70 |
| Admin/Clerical | | \$ 107.99 |
| Contract Rates include labor, overhead, and profit. | | |
| 1.0 Field Services | Unit | Unit Cost |
| 1.1 Geotechnical | | |
| 1.1.1 Mobilization and demobilization, per mobilization | each | \$ 450.00 |
| 1.1.1.1 Drill truck, water truck and crew | mile | \$ 8.00 |
| 1.1.2 Drilling and sampling: | | |
| 1.1.2.1 Drilling and sampling with 3-inch, thin-walled tube sampler, continuous to 10.0 ft, 5.0 ft intervals thereafter | foot | \$ 22.00 |
| 1.1.2.2 Continuous drilling and sampling with 3-inch, thin-walled tube sampler or split-spoon sampler | foot | \$ 39.00 |
| 1.1.3 Standard penetration test | each | \$ 27.00 |
| 1.1.4 TxDOT cone penetration tests | each | \$ 34.00 |
| 1.1.5 Rock coring, NQ or similar core barrel: | | |
| 1.1.5.1 Drill in soft rock (Austin Chalk, Eagle Ford Shale, etc.) | foot | \$ 30.00 |
| 1.1.5.2 Drill in hard rock or cavitated rock (Edwards, Buda, Glen Rose, Georgetown, and Walnut Formations) | foot | \$ 39.00 |
| 1.1.6 Casing of boreholes | foot | \$ 26.00 |
| 1.1.7 Hourly charges for boring layout, excessive time spent gaining access to boring locations, backfilling boreholes, cleaning up site, installing piezometers, and for other reasons beyond our control | hour | \$ 245.00 |
| 1.1.8 Materials for open standpipe piezometers, grout, etc. | foot | \$ 32.00 |
| 1.1.9 Plugging boreholes with bentonite/concrete slurry/grouting | foot | \$ 9.00 |
| 1.1.10 Cone penetrometer testing | day | \$ 3,750.00 |
| 1.1.11 Wooden Core Boxes (NX) | each | \$ 75.00 |
| 1.1.12 Traffic Control | | |
| 1.1.12.1 Minor Project | day | \$ 2,000.00 |
| 1.1.13.1 Traffic Control Plan | each | \$ 1,100.00 |
| 1.1.17 Dozer/Bobcat service/tree clearing | day | \$ 2,500.00 |
| 1.2 Geophysics Equipment | | |
| 1.2.1 Geophysics Vehicle (including consumables) | day | \$ 175.00 |
| 1.2.2 GPR (complete system) | day | \$ 500.00 |
| 1.2.3 GPR (extra antenna) | day | \$ 85.00 |
| 1.2.4 EM (EM31, EM61) | day | \$ 220.00 |
| 1.2.5 Resistivity (Sting/MiniSting) | day | \$ 140.00 |
| 1.2.6 Resistivity (SuperSting) | day | \$ 775.00 |
| 1.2.7 Magnetometer | day | \$ 260.00 |
| 1.2.8 Seismic Refraction (per 24ch) | day | \$ 325.00 |

EXHIBIT D-1 - RATE SCHEDULE

SUB-PROVIDER NAME: Fugro USA Land, Inc.

Items in Red have been added as an addendum to the original Contract for Engineering Services

| | | |
|--|-------------|------------------|
| 1.2.9 Downhole Seismic | day | \$ 360.00 |
| 1.2.10 Crosshole Seismic | day | \$ 510.00 |
| 1.2.11 Utility Locating Tools | day | \$ 190.00 |
| 1.2.12 Falling Weight Deflectometer (FWD) Testing | day | \$ 2,900.00 |
| 2.0 Laboratory Testing | Unit | Unit Cost |
| 2.1 Soil | | |
| 2.1.1 Bulk Sample Pick-Up | hour | \$ 60.00 |
| 2.1.2 Sample Preparation (TEX-101-E) | each | \$ 120.00 |
| 2.1.3 Natural Moisture Content | each | \$ 19.00 |
| 2.1.4 Sieve Analysis (TEX-110-E) | each | \$ 70.00 |
| 2.1.5 Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E) | each | \$ 75.00 |
| 2.1.6 Percent Passing No. 200 Sieve (TEX-111-E) | each | \$ 50.00 |
| 2.1.7 Bar Linear Shrinkage of Soils (TEX-107-E) | each | \$ 50.00 |
| 2.1.8 Moisture Density Relationship (ASTM D 698), (ASTM D 1557), (TEX-113-E), (TEX-114-E) | each | \$ 275.00 |
| 2.1.9 Wet Ball Mill (TEX-116-E) | each | \$ 225.00 |
| 2.1.10 Texas Triaxial Compression test on base material (TEX-117-E Part II) | each | \$ 2,300.00 |
| 2.1.11 Soil Specific Gravity (TEX-108-E) | each | \$ 75.00 |
| 2.1.12 Soluble Sulfates (TEX-145-E) | each | \$ 90.00 |
| 2.1.13 Soil pH (TEX-128-E) | each | \$ 70.00 |
| 2.1.14 Soil-Lime pH Series (6 points, TEX-121-E, Part III) | set | \$ 750.00 |
| 2.1.15 Free Swell Test | each | \$ 125.00 |
| 2.1.16 Pressure Swell Test | each | \$ 175.00 |
| 2.1.17 Uniaxial Pressure-Strain test | each | \$ 90.00 |
| 2.1.18 Hydrometer Analysis | each | \$ 225.00 |
| 2.1.19 Unit Dry Weight Determination and Natural Water Content | each | \$ 30.00 |
| 2.1.20 Unconfined Compression Test, Soil | each | \$ 65.00 |
| 2.1.21 Unconfined Compression Test, Rock | set | \$ 75.00 |
| 2.1.22 Unconsolidated-Undrained Triaxial Compression Test | each | \$ 90.00 |
| 2.1.23 Consolidation Test, 7-load Increments | each | \$ 850.00 |
| Additional Load Increments | each | \$ 125.00 |
| Soil-Cement Testing (TEX-120-E, Part I) | each | \$ 300.00 |
| 2.1.24 Permeability of Silt or Clay | each | \$ 395.00 |
| 2.1.25 Sample Remolding | each | \$ 68.00 |
| 2.1.26 Volumetric Shrinkage | each | \$ 95.00 |
| 2.1.27 California Bearing Ratio (CBR) | each | \$ 240.00 |
| 2.1.28 Box Resistivity of Soils (TEX-129-E) | each | \$ 115.00 |
| 2.1.29 Swell or Settlement Potential-Cohesive Soil (ASTM D 4546) | each | \$ 275.00 |
| 2.1.30 Crumb Test of Clayey Soils (ASTM D 6572) | each | \$ 48.00 |
| 2.1.31 Organic Content (ASTM D 2974) | each | \$ 72.00 |
| 2.1.32 Resilient Modulus (AASHTO T 307) | each | \$ 2,000.00 |
| 2.1.34 Determining Potential Vertical Rise (TEX-124-E) | each | \$ 75.00 |



EXHIBIT D-1 - RATE SCHEDULE

SUBPROVIDER NAME: Inland Geodetics, LLC

| Surveying Services (SS) | Contract Rate |
|--|---------------|
| Project Manager | \$169.71 |
| Licensed State Land Surveyor | \$161.81 |
| Registered Professional Land Surveyor | \$165.76 |
| Survey Technician | \$119.19 |
| Clerical Support | \$68.41 |
| | |
| Field Crew Services | |
| 2 - Person Survey Crew | \$150.00 |
| 3 - Person Survey Crew | \$170.00 |
| 4 - Person Survey Crew | \$190.00 |
| Additional Crew Member | \$54.00 |
| GPS Field Operator & Vehicle & GPS Receiver | \$120.00 |
| All Terrain Vehicle (per day) | \$55.00 |
| Additional Vehicle (per day) | \$60.00 |
| Contract hourly rates include labor, overhead, and profit. | |

EXHIBIT D-1 - RATE SCHEDULE

SUB-PROVIDER NAME: K Friese & Associates

| Labor/Staff Classification | Contract Rate |
|---|---------------|
| | |
| Senior Project Manager | \$ 250.00 |
| Quality Manager | \$ 240.00 |
| Senior Engineer | \$ 225.00 |
| Project Engineer | \$ 185.00 |
| Design Engineer | \$ 150.00 |
| Engineer-In-Training | \$ 125.00 |
| Senior CAD Operator | \$ 120.00 |
| CADD Operator | \$ 100.00 |
| Senior Engineer Tech | \$ 130.00 |
| Engineer Tech | \$ 125.00 |
| Admin/Clerical | \$ 90.00 |
| Senior GIS Operator | \$ 130.00 |
| GIS Operator | \$ 125.00 |
| GIS Technician | \$ 110.00 |
| Contract Rates include labor, overhead, and profit. | |

Commissioners Court - Regular Session**34.****Meeting Date:** 11/24/2020

SE Loop Relocation Claim

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a relocation claim for moving expenses with Brian and Tina Miller (Parcel 12) in relation to the right of way acquisition for the Southeast Loop project. Funding Source: Road Bonds P463

Background

Fiscal Impact

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

Attachments

Miller Relocation Claim

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

11/19/2020 10:41 AM

Form Started By: Charlie Crossfield

Started On: 11/19/2020 10:28 AM

Final Approval Date: 11/19/2020

CLAIM FOR ACTUAL MOVING EXPENSES

| Print or Type All Information | | | | |
|---|----|----|---|--------------------|
| 1. Name of Claimant(s) Brian Miller and Tina Miller | | | Parcel No: 12 | County: Williamson |
| | | | Project: Corridor A-1 SE Loop | |
| <input checked="" type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Farm <input type="checkbox"/> Nonprofit <input type="checkbox"/> Sign <input type="checkbox"/> Other | | | | |
| 2. Address of Property Acquired by Williamson County: 128 Estate Cove Hutto, Texas 78634 Claimant's Telephone No.: 512-218-7818 | | | 3. Address Moved To: 5229 Orsini Bluffs Round Rock, Texas 78665 | |
| 4. Occupancy of Property Acquired by Williamson County: From (Date): 02-01-2001 To (Date of Move): 11-5-2020 <input checked="" type="checkbox"/> Owner/Occupant <input type="checkbox"/> Tenant | | | 5. Distance Moved: 11Miles 7. Mover's Name and Address: Accurate Moving LLC., DBA Accurate Firefighter Movers | |
| 6. Controlling Dates | | | | |
| a. First Offer in Negotiation | 09 | 14 | 9. Amount of Claim: | |
| b. Date Property Acquired | 11 | 01 | a. Moving Expenses | \$7,175.00 |
| c. Date Required to Move | 01 | 31 | b. Reestablishment Expenses | \$ |
| 8. Property Storage (attach explanation) From (Date): N/A To (Date of Move): N/A Place Stored (Name and Address): N/A | | | c. Searching Expenses | \$ |
| | | | d. Tangible Property Loss | \$ |
| 10. Temporary Lodging (attach explanation) From (Date): N/A To (Date of Move): N/A | | | e. Storage | \$ |
| | | | f. Temporary Lodging | \$ |
| | | | g. Total Amount | \$7,175.00 |
| 11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct. | | | | |
| <div style="text-align: center;"> Claimant Date of Claim: 11/13/2020 Claimant </div> | | | | |
| Spaces Below to be Completed by Williamson County | | | | |
| I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows: | | | | |
| Amount of \$ 7,175.00 <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="text-align: center;"> 11-16-2020 Date </div> <div style="text-align: center;"> Relocation Agent </div> </div> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="text-align: center;"> Date </div> <div style="text-align: center;"> Williamson County Judge </div> </div> | | | | |

Accurate Firefighter Movers Thank you....*"Your Hometown Mover"*

1700 CR 130
Hutto, TX 78634
512-818-4971

2020 INVOICE


INVOICE #112020
11/2020

TO:
Danny Jackson

FOR:
Brian and Tina Miller

| DESCRIPTION | HOURS | RATE | AMOUNT |
|---|-----------|-------|---------|
| Day 1 – Prep. Furniture (wrap), Assist packing, load 1 large 32 – 4 men moving at \$200 per hour for 8.5 hours | 8.5 hours | \$200 | \$1700 |
| Day 2 – Prep. Furniture (wrap), Assist packing, load 1 large 32 plus one add on truck – 4 men moving at \$200 per hour for 8.5 hours | 8.5 hours | \$200 | \$1700 |
| Day 3 – Finish loading if needed and start unloading and set up of beds, sort boxes, hang clothes to keep material cost down - 4 men moving at \$200 per hour for 8.5 hours | 8.5 hours | \$200 | \$1700 |
| Day 4 – Delivery of remaining furniture from two other trucks | 8.5 hours | \$200 | \$1700 |
| Notes: Weather will be a factor in loading outside vs. inside first or second, Good weather outside, bad weather inside first. No overnight or extra truck charges. | | | |
| Materials \$375 | | | \$375 |
| No Gun Safe – other company moving | | | |
| | | TOTAL | \$7,175 |
| | | | |
| | | | |

THANK YOU FOR YOUR BUSINESS!

Verified & Completed
11-12-2020


AGREEMENT FOR DIRECT PAYMENT TO VENDOR

County: Williamson
Highway: Corridor A-1 SE Loop
Parcel: 12

The undersigned displacee hereby agrees that payment for relocation services identified on the attached scope of work will be made to **Accurate Moving LLC, DBA Accurate Firefighter Movers**. This agreement is void without a signed scope of work attached. Williamson County reserves the right and responsibility of determining the "reasonable and necessary" charges for the move as is customary in the industry. **Brian Miller and Tina Miller** understands anything not included in the attached scope of work must be pre-approved by Williamson County in order to ensure its eligibility for reimbursement. Vendor understands that Williamson County will not be able to make any reimbursements for the pre-approved scope of services until displacee authorizes release of the payment.

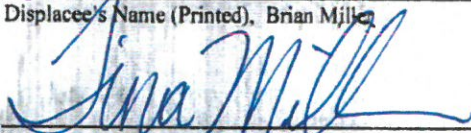


Displacee's Signature, Brian Miller

10/5/2020
Date

Brian Miller

Displacee's Name (Printed), Brian Miller

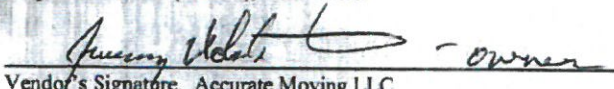


Displacee's Signature, Tina Miller

10/5/2020
Date

Tina Miller

Displacee's Name (Printed), Tina Miller

 - owner

Vendor's Signature, Accurate Moving LLC
DBA Accurate Firefighter Movers

10/5/2020
Date

JEREMY HOBERG - OWNER

Vendor's Name (Printed), Accurate Moving LLC
DBA Accurate Firefighter Movers

Lisa Dworaczyk

Williamson County Representative, Signature

10/6/2020
Date

Lisa Dworaczyk

Williamson County Representative, Name (Printed)

2:00 THURSDAY EST.

JEREMY HOBRATSCH - OWNER
ACCURATE MOVING LLC
DBA: ACCURATE FIREFIGHTER MOVERS
1700 CR 130, HUTTO, TX 78634
(512) 818-4971

✓ GOOD FOR 1 YEAR
2019
SEPTEMBER 2020

TXDMV#006295437C
USDOT#2173631
CARGO INS. #29948
GENERAL LIABILITY
#L013002164

Household, Office and Apartment Goods Proposal/Contract for Moving Service

I have received a copy of Proposal/Contract: Signature _____ Date _____

Rights & Responsibilities Brochure Received: Initial _____

Shipper's Name: BRIAN MILLER

Origin _____ Storage _____ Destination Williamson County
Address 128 ESTATE COVE, CR 130 Address _____
City, Zip HUTTO City, Zip _____
Phone # (512) 775-8693 Phone# _____

TRUCK _____ MOVERS ASSIGNED _____

Agreed Pick-Up _____ Agreed Delivery _____ Guaranteed Dates _____
Date: _____ Date: _____ Yes ___ No
Time: 8-8:30AM Time: _____

NOTICE: This is a contract for moving services and is subject to the terms and conditions on this document.

CARRIER'S LIABILITY: A household good carrier's liability for loss or damage to any shipment is \$.60 per pound, per article unless the carrier and shipper agree, in writing, to a greater level of liability. TX DMV Requires: (TX DMV requires the following to be on all contracts of licensed movers)

INCREASED CARRIER LIABILITY: The shipper agrees to release, and the carrier accepts, the shipment at \$1.00 per pound per article. Example: if the carrier liability is increased to \$1.00 per pound, per article, then the liability on a 50 l.b. T.V. is \$50. The increase liability shall cost \$ 0.00 THIS IS NOT INSURANCE Shipper Acknowledges by signing proposal.

Type of Proposal Provided: Binding for Long Distance (40 miles or more involved) _____ Not -to-exceed Hourly Rates Stated Below _____

Transportation Rates Based on Time and mileage if loaded miles exceed 40 miles _____ per loaded mile will be added to total for truck reimbursement.

of Movers _____ Start time (En-Route Time) - End Time _____ # of Hours _____ Rate _____

2 movers @ \$100 per hour 7:45 NEW SAFES (POSSIBLY LIBERTY) \$1,250.00

Pack w → 3 movers @ \$150 per hour 7:45 PACKING \$4,800.00 2,000.00 PACK
move w → 4 movers @ \$200 per hour 7:45 MOVING \$3,200 4,800.00 move

Additional mover: \$50 per hour, per mover / Additional truck for local moves \$100 per day \$

2 HOUR MINIMUM ON ALL MOVES

Labor Total \$

Additional Reimbursement Rates can be requested by Customer NO TAX, REIMBURSEMENT RATES ONLY

| | | | | |
|-----------------------|--------------------------------|-----------------------------------|---------------------|--------------------|
| Shrink Wrap \$6.50 | T.V. Box \$20.00 | Tape Roll \$2.00 | Mattress Bag \$7.00 | \$375.00 MATERIALS |
| Small Box \$1.00 | | Medium Box \$1.50 | Dish Barrel \$4.25 | \$ |
| Wardrobe Box \$10 | | Paper Pad \$2.50 | 25lb of Paper \$25 | \$ |
| Bubble Wrap Roll \$30 | Art Box \$6.00/\$1.50 per/slat | Moving Pad \$8.00/\$4.00 per stay | | \$ |

Labor Total: _____ Reimbursement Total: _____ Total \$8,425.00 TOTAL

THIS PROPOSAL IS FOR THE LISTED ITEMS AND SERVICES ONLY, ADDITIONAL ITEMS AND SERVICES WILL RESULT IN

ADDITIONAL COST: Example: cleaning, packing, double handling, re-assembly or special delivery request.

Payment shall be made with: Cash (storage/truck loading cash only upon loading unit) _____ Personal Check _____ Business Check _____

This is the maximum amount the shipper could be required to pay upon delivery for the listed services. \$ _____ Int. _____

I agree to accept this proposal with an hourly rate quote above and do not require the estimated number of hours to be exact to complete the proposal. INT. _____ I accept the proposal/contract as stated above. Signing authorizes moving services.

Shipper's Signature _____ Date _____ Driver/Carrier Signature _____ Date _____

Shipper's Signature _____ Date _____ Driver/Carrier Signature _____ Date _____

Above signature accepts delivery of the shipment

I will not be present at my shipment's destination and have paid my balance in full. I accept the delivery of my shipment.

NOT PRESENT AT DESTINATION SIGNATURE _____ Date _____ CARRIER SIGNATURE _____ Date _____

Manager Fill Out end of day: Truck Used _____ Truck Mileage End of Day _____

Payment Collected _____ Trailer and Truck cleaned, Inspected and Stocked _____

Movers involved on move _____

CERTIFICATION OF ELIGIBILITY

SE Loop (Corridor A-1)

Parcel: 12

Displacee: Brian Miller and Tina Miller

Individuals, Families and Unincorporated Businesses or Farming Operations

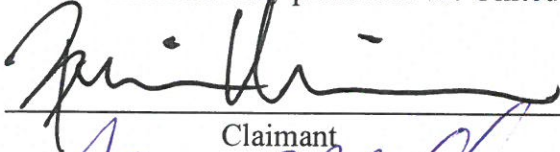
I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

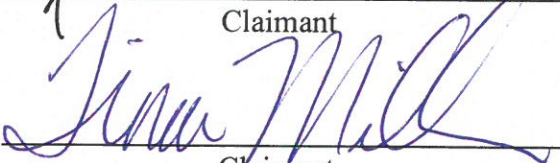
* If an Alien lawfully present in the United States, supporting documentation will be required.



Claimant

Date:

9/14/19



Claimant

Date:

9/14/19

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

Claimant

Date:

The displacee is moving their personal property in the following manner.

- The majority of the household personal property is being moved by Accurate Moving, LLC., dba Firefighter Movers
- The gun safes are being moved by Liberty Safes
- The displacee has a room filled with animal mounts that the movers were not able to move, so, the displacee has elected to move them, this will be done as a fixed room count move for the one room that the mounts are located.

There is no overlap in the property being moved.

Commissioners Court - Regular Session

35.

Meeting Date: 11/24/2020

Executive Session

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road
Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

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

A. Real Estate Owned by Third Parties

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

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

y) Discuss the acquisition of the MKT Right of Way

B. Property or Real Estate owned by Williamson County

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

- a) Discuss County owned real estate containing underground water rights and interests.

- b) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
- c) Potential governmental uses for 8th Street downtown parking lot
- d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
- e) Discuss property usage at Longhorn Junction
- f) Discuss sale of excess 183A right of way to abutting property owner.
- g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
- h) Discuss Blue Springs Boulevard
- i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
- D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
- E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/19/2020

Reviewed By

Andrea Schiele

Date

11/19/2020 10:42 AM

Started On: 11/19/2020 10:31 AM

Commissioners Court - Regular Session**36.****Meeting Date:** 11/24/2020

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**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

11/19/2020 10:43 AM

Form Started By: Charlie Crossfield

Started On: 11/19/2020 10:32 AM

Final Approval Date: 11/19/2020