

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
March 30, 2021
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 – 22)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles >\$5,000	\$1,000.00
To	0100-0540-004500	Maintenance Contracts	\$1,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0546.0546.004105	Foster Home Care	\$9,775.30

To	0546.0546.001107	Temp Salaries	\$9,080.64
To	0546.0546.002010	FICA	\$694.66

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003553	Signs	\$10,000.00
To	0200-0210-004999	Miscellaneous	\$10,000.00

7. Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 thru 03/25/2021 for the Williamson County Tax Assessor/Collector.
8. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
9. Discuss, consider, and take appropriate action to approve the County Attorney February 2021 Monthly Report in compliance with Code of Criminal Procedure 103.005.
10. Consider and take appropriate action on the appointment of Brian W. Loyd and Guy W. Lanford as Deputy Constables to fill two vacant positions in the Precinct 2 Constable's Office.
11. Discuss, consider and take appropriate action on the application submittal for the 2021 Emergency Management Performance Grant (EMPG) for the Office of Emergency Management.
12. Discuss, consider, and take appropriate action on the service agreement and county addendum with Stryker Sales Corporation for EMS Equipment and Williamson County and authorizing the execution of the agreement.
13. Discuss, consider, and take appropriate action on approving a county addendum for a data-conversion and upgrade for Active Network Software and authorizing the purchase.
14. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Brycomm, LLC to provide and install cabling according to specifications in the attached proposal in the amount of \$25,504.65 per the terms of DIR Contract #DIR-TSO-3698 and authorizing execution of the agreement.

15. Discuss, consider and take appropriate action on approving the purchase of Brazos electronic citation system software and hardware from Tyler Technologies for Williamson County Constables Pct #2 and Pct #4 utilizing Sourcewell Co-Contract #110515-TTI.
16. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434) Vaughn Construction Change Order #42 in the amount of \$911.00. This change order is being funded by owner's contingency from within the original project budget.
17. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Inner Loop Annex Project (P434) KGA Architecture Supplemental Work Authorization #2 to Work Authorization #1 for a time extension of 15 months, to expire on December 31, 2021.
18. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 7 under Williamson County Contract between Alliance Transportation Group and Williamson County dated March 6, 2018 for Engineering Design Services for Drainage Improvements in Chandler Creek Subdivision Sections 6A, 6B and 6C. Funding source: P488
19. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 6 under Williamson County Contract between Alliance Transportation Group and Williamson County dated March 6, 2018 for Engineering Design Services for Drainage Improvements in Live Oak Subdivision. Funding source: P487.
20. Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 5 under Williamson County Contract between Rifeline LLC and Williamson County dated March 26, 2019 for Subdivision Regulations. Funding source: 01.0200.0210.004100.
21. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between Dunaway Associates and Williamson County dated September 10, 2019 for Structural Engineering Services Cave Void Closure Plans. Funding source: 01.0200.0210.004160.
22. Discuss, consider and take appropriate action on approval of the final plat for the Cool Water Phase 1 subdivision – Precinct 3.

REGULAR AGENDA

23. Discuss, consider and take appropriate action regarding the 2021 April Million Mile Month event.

- 24.** 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.
- 25.** Discuss, consider and take appropriate action on matters relating to Coronavirus (COVID-19) vaccinations in Williamson County, to include, but not be limited to hearing an update on administration of vaccines in Williamson County, coordination and programming of vaccination sites, locations and/or clinics, amending vaccination administration agreements with vaccination service providers Curative Medical Associates PA and Family Emergency Room, LLC and communication and outreach efforts regarding vaccinations.
- 26.** Discuss, consider and take appropriate action on a Williamson County Crisis Services Interlocal Agreement between Williamson County and Bluebonnet Trails Community MHMR Center d/b/a Bluebonnet Trails Community Services.
- 27.** Discuss, consider and take appropriate action regarding acceptance of donation(s) from Dell Children's Health Plan to assist and support the Williamson County Justice of the Peace, Pct. 3 and approve an event for at-risk use as an official purpose pursuant to Tex. Loc. Gov't Code § 81.032.
- 28.** Discuss, consider, and take appropriate action to ratify documents that are required by Texas Department of Emergency Management (TDEM). The documents activate 2021 Texas Severe Winter Storm (DR-4586-TX) application to submit the storm related expenditures for reimbursement.
- 29.** Discuss, consider and take appropriate action on participation by Williamson County Road Bond Program under the County's habitat conservation plan (HCP) for a traffic control (signals) project - 2 locations on Sam Bass Road.
- 30.** Discuss, consider, and take appropriate action to adopt a fee schedule for services provided by Williamson County EMS related to CPR classes, effective April 5, 2021.
- 31.** Discuss, consider and take appropriate action on approving the purchase between Williamson County and Dell Marketing L.P. to authorize the bulk order purchase for various departments in the amount of \$114,789.00 per the terms of DIR Contract #DIR-TSO-3763.
- 32.** Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Siena MUD #1 regarding off duty contracting of County Sheriff Deputies to be effective April 1, 2021.
- 33.** Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Siena MUD #2 regarding off duty contracting of County Sheriff Deputies to be effective April 1, 2021.

34. Discuss, consider and take appropriate action on the extension of contract 1612-131, Renewal # 2, for Payroll Services for existing Temporary Labor for the Elections Administration for the term of April 19, 2021 – April 18, 2022, with Evans Personnel Consultants, Inc.
35. Discuss, consider and take appropriate action on setting a Public Hearing regarding the setting of the rate associated with mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2021 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health and Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.
36. Discuss, consider and take appropriate action on ratifying proposal with The Roof Co. for Floor Demolition Services at the Central Texas Treatment Center (CTTC) in Granger in the amount of \$73,469.31 as per Tips contract #200201 and authorizing the execution of the proposal.
37. Receive updates on the Department of Infrastructure projects and issues.
38. Discuss, consider, and take appropriate action regarding a permit application for Upper Brushy Creek Water Improvement Control District (UBCWCID) regarding placement of fill within an inundation easement at SCS Pond 21 required for the Southeast Loop Segment 1 Project, a Road Bond Project in Commissioner Pct 4. Project: P463 Funding Source: Road Bonds
39. Discuss, consider, and take appropriate action on a Contract Amendment No. 3 to the Great Oaks Bridge at Brushy Creek contract between Williamson County and P.E. Structural Consultants, Inc. relating to the 2013 Road Bond Program. Project: P270 Funding Source: Road Bonds
40. Discuss, consider and take appropriate action on a claim for actual moving expenses with Brian and Tina Miller (12) in relation to the right of way acquisition on the SE 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)."

41. 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: CR 278
 - d) Discuss the acquisition of real property for County Facilities.
 - e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
 - f) Discuss the acquisition of real property for SH 29 @ DB Wood.
 - g) Discuss the acquisition of real property for CR 366.
 - h) Discuss the acquisition of real property for N. Mays.
 - i) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
 - j) Discuss the acquisition of real property for CR 111.
 - k) Discuss the acquisition of real property for Corridor H
 - l) Discuss the acquisition of real property for future SH 29 corridor.
 - m) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
 - n) Discuss the acquisition of right-of-way for Corridor C.
 - o) Discuss the acquisition of right-of-way for Corridor F.
 - p) Discuss the acquisition of right-of-way for Corridor D.
 - q) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
 - r) Discuss the acquisition of right-of-way for Reagan extension.
 - s) Discuss the acquisition of real property for the Brushy Creek Trail Project.
 - t) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
 - u) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
 - v) 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) Potential governmental uses for 8th Street downtown parking lot
 - c) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
 - d) Discuss property usage at Longhorn Junction
 - e) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
 - f) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
 - g) Discuss the sale of property located at 900 S Main St., Taylor, 76574
- 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

- 42.** 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) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
 - c) Project Advantage
 - d) Project Cedar
 - e) Project Expansion
 - f) Project Arcos
 - g) Project Woods
 - h) Project Liberty
 - i) Project Long Haul
 - j) Project Bon Jovi
 - k) Project Crystal
 - l) Project Link
 - m) Project Winston
 - n) Project Stamp
 - o) Project Solo
- 43.** 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 No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
 - f) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
 - g) 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.
 - h) 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
 - i) Claim of Regina Wright.
 - j) 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.
 - k) 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.
 - l) 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.
 - m) 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.
 - n) 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.

o) 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.

p) Legal matters relating to Bailey Park Subdivision, Jarrell, Texas.

q) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).

r) Claim, of Ramsey Mitchell.

s) Legal matters pertaining to TENEX Software Solutions, Inc.

t) Civil Action No. 1:21-CV-74; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District Of Texas, Austin Division.

u) Shamona Harris - EEOC Charge #451-2021-00812.

v) Legal matters and claims relating to the City of Austin purchasing property in Williamson County for purposes of operating temporary or permanent housing of homeless in Williamson County.

w) Notice of Charge of Discrimination - Bhavani Madiseti-Vemireddy TWCCRD Charge No.: 1A21443/EEOC Charge No.: 31C-2021-00348C.

x) Civil Action No. 1:21-cv-00172-LY; Charles William Thornburg v. Williamson County, Texas; Robert Chody, et al.; In the United States District Court for the Western District Of Texas, Austin Division.

y) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.

- 44.** 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)

- 45.** Discuss and take appropriate action concerning economic development.
- 46.** Discuss and take appropriate action concerning real estate.
- 47.** 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 No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
 - f) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In

the District Court of Williamson County, Texas.

g) 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.

h) 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

i) Claim of Regina Wright.

j) 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.

k) 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.

l) 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.

m) 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.

n) 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.

o) 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.

p) Legal matters relating to Bailey Park Subdivision, Jarrell, Texas.

q) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).

r) Claim, of Ramsey Mitchell.

s) Legal matters pertaining to TENEX Software Solutions, Inc.

t) Civil Action No. 1:21-CV-74; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District Of Texas, Austin Division.

u) Shamona Harris - EEOC Charge #451-2021-00812.

v) Legal matters and claims relating to the City of Austin purchasing property in Williamson County for purposes of operating temporary or permanent housing of homeless in Williamson County.

w) Notice of Charge of Discrimination - Bhavani Madiseti-Vemireddy TWCCRD Charge No.: 1A21443/EEOC Charge No.: 31C-2021-00348C.

x) Civil Action No. 1:21-cv-00172-LY; Charles William Thornburg v. Williamson County, Texas; Robert Chody, et al.; In the United States District Court for the Western District Of Texas, Austin Division.

y) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.

48. 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.

49. Comments from Commissioners.

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 26th day of March 2021 at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**4.****Meeting Date:** 03/30/2021

LIT - EMS Maintenance Contracts

Submitted By: Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Transfer of funds to cover cost of EKG monitor maintenance contract.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles >\$5,000	\$1,000.00
To	0100-0540-004500	Maintenance Contracts	\$1,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Michael Knipstein

Final Approval Date: 03/23/2021

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

03/23/2021 06:32 PM

03/23/2021 07:48 PM

Started On: 03/23/2021 09:30 AM

Commissioners Court - Regular Session**5.****Meeting Date:** 03/30/2021

Kitten Donation LIT 3.30.21

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Consent

Information**Agenda Item**

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

Background

The line item transfer is to use the kitten care donations to fund two temp positions, a coordinator and a technician for the kitten care program. These two roles will be instrumental in exceeding a 90% Save Rate during "Kitten Season", the months in which the shelter receives over 1500 cats and kittens. The Kitten Technician will assist the staff's medical team by caring for kittens onsite. The Kitten Coordinator will assist the administrative team with pairing kittens with fosters and preparing them for adoption.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0546.0546.004105	Foster Home Care	\$9,775.30
To	0546.0546.001107	Temp Salaries	\$9,080.64
To	0546.0546.002010	FICA	\$694.66

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Melanie Denny

Final Approval Date: 03/25/2021

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

03/25/2021 08:56 AM

03/25/2021 09:13 AM

Started On: 03/23/2021 03:30 PM

Commissioners Court - Regular Session**6.****Meeting Date:** 03/30/2021

Line item transfer for the Road and Bridge Division

Submitted For: Terron Evertson**Submitted By:** Kelly Murphy,
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

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

Background

This transfer is necessary for the settlement of a damage claim.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003553	Signs	\$10,000.00
To	0200-0210-004999	Miscellaneous	\$10,000.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Kelly Murphy

Final Approval Date: 03/25/2021

Reviewed By

Andrea Schiele

Sarah Crain

Date

03/25/2021 11:46 AM

03/25/2021 11:50 AM

Started On: 03/25/2021 10:37 AM

Commissioners Court - Regular Session**7.****Meeting Date:** 03/30/2021

Property Tax Refunds – Over 2500 – Thru 03/25/2021

Submitted For: Larry Gaddes**Submitted By:** Renee Clark, County Tax
Assessor Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 thru 03/25/2021 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

031121-032521 Refunds Over 2500

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 03/25/2021

Reviewed By

Andrea Schiele

Date

03/25/2021 11:46 AM

Started On: 03/25/2021 10:09 AM



Date: March 25, 2021

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of \$2,500.00. We are presenting the attached list which includes these property tax refunds for your approval.

Please contact me at (512) 943-1954, if you have any questions.

Thank you.

Main Office and Mailing Address:

904 South Main Street
Georgetown, Texas 78626
Motor Vehicle Telephone: 512.943.1602
Property Tax Telephone: 512.943.1603
www.wilco.org/tax

1801 E. Old Settler's Blvd., Ste 115
Round Rock, Texas 78664
Telephone: 512.244.8644

Annex Locations:

350 Discovery Blvd., Ste. 101
Cedar Park, Texas 78613
Telephone: 512.260.4290

412 Vance St., Ste. 1
Taylor, Texas 76574
Telephone: 512.352.4140

9:57 AM
03/25/21

Property Tax
Account QuickReport
As of March 25, 2021

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	03/25/2021	79518	FW NORTH HILLS LLC	P485014 - Double payment	-4,677.55
Total Refunds Payable - Taxpayers					-4,677.55
TOTAL					-4,677.55

Commissioners Court - Regular Session**8.****Meeting Date:** 03/30/2021

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
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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: 03/25/2021

Reviewed By

Rebecca Clemons

Andrea Schiele

Date

03/24/2021 04:47 PM

03/25/2021 08:42 AM

Started On: 03/24/2021 04:37 PM

Department	Position	Emp Num	Current Annual Salary	Merit%	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
Justice of the Peace 4	Court Clerk II.1717.001100.	14386	\$34,126.48	2.93%	\$1,000.00	MERIT	2-Apr-21

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0454	001100	1,000.00	
01	0100	0454	001100		1,000.00

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
401 Comm Court	0047	Vacant	N/A	N/A	\$137,321.90	\$151,321.90	N/A	\$14,000.00	Conversion of Title from Chief Civil Attorney (B.43) to Economic & General Counsel (B.43). Reallocation of position budget, surplus salary from PCN 0717.	4/2/2021
401 Comm Court	0717	10733	\$135,179.20	\$121,179.20	\$135,179.20	\$121,179.20	\$14,000.00	N/A	Conversion of Title and Grade change from General Counsel (B.39) to Assistant to General Counsel (B.38). Reallocation of position budget to PCN 0047.	4/2/2021
401 Comm Court	0719	13014	\$95,754.36	N/A	\$95,754.36	N/A	N/A	N/A	Grade Change only from Asst to General Counsel (B.37) to Asst to General Counsel (B.38).	4/2/2021

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session**9.****Meeting Date:** 03/30/2021

County Attorney February 2021 Monthly Report

Submitted For: D. Hobbs**Submitted By:** Stephanie Lloyd, County Attorney**Department:** County Attorney**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action to approve the County Attorney February 2021 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

February report

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Stephanie Lloyd

Final Approval Date: 03/23/2021

Reviewed By

Andrea Schiele

Date

03/23/2021 04:06 PM

Started On: 03/22/2021 08:39 AM

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of February, 2021.

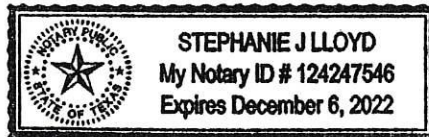
Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 22nd day of March, 2021, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas



CA - AR Receipts

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	03-Feb-2021	29720	2020-0783	\$ 60.00
			04-Feb-2021	29727	2020-2195	\$ 60.00
			09-Feb-2021	29738	2020-1038	\$ 60.00
			11-Feb-2021	29750	2019-3424 2019-6675	\$ 120.00
			22-Feb-2021	29754	2020-1979	\$ 60.00
			24-Feb-2021	29770	2020-1507	\$ 717.58
207015 Total						\$ 1,077.58
341300	0406	CO ATTY HC FEES	04-Feb-2021	29727	CHECK FEE-JAN 2021	\$ 60.00
341300 Total						\$ 60.00
351000	0364	CO ATTY INTERVENTION	01-Feb-2021	29702	2020-3008 2020-0783	\$ 1,000.00
			03-Feb-2021	29720	2019-3559 2020-2570 2020-0784 2020-2195	\$ 1,860.00
			08-Feb-2021	29733	2020-1979	\$ 500.00
			11-Feb-2021	29750	2019-3247,2019-5928,2020-3024,2020-0510	\$ 1,860.00
		CO ATTY INTERVENTION 1	22-Feb-2021	29754	2019-3424 2019-5533	\$ 720.00
			26-Feb-2021	29789	2020-2644 2019-3306	\$ 860.00
		CO ATTY INTERVENTION 2	22-Feb-2021	29754	2019-3668	\$ 500.00
			26-Feb-2021	29789	2019-3546 2020-0602 2020-0913 2020-1038 2020-3482	\$ 2,220.00
351000 Total						\$ 9,520.00
Grand Total						\$ 10,657.58

Criminal Restitution February 2021

Date	Payor	Amount	Case #	Deposit Date
1/29/2021	Olivia Lara	\$ 60.00	2020-0783	2/2/2021
		\$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
2/2/2021	Joel Lamon	\$ 60.00	2020-2195	2/4/2021
		\$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
2/8/2021	Derek Valdez	\$ 60.00	20-01194-3/2020-1038	2/9/2021
		\$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
2/10/2021	Briana Nicole Perkins	\$ 60.00	2019-3424	2/11/2021
2/10/2021	Shane Kevin Miller	\$ 60.00	2019-6675	2/11/2021
		\$ 120.00		
Date	Payor	Amount	Case #	Deposit Date
2/17/2021	Anthony Garcia	\$ 60.00	2020-1979	2/18/2021
		\$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
2/22/2021	Isaac McLaughlin	\$ 717.58	2020-1507	2/23/2021
		\$ 717.58		

Disbursement Summary

Check Fee February 2021

TXWILLIAMSONP
ROD

Collection Date Range: 01/01/2021 - 01/31/2021

Ignore Tender Holds: No

Final Copy

County Attorney

County Attorney Bank

Williamson County Treasurer - HC

Disbursement Summary

Code Word	Description	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
CHKFEE	Check Fee	60.00	0.00	0.00	0.00	60.00

Disbursement Summary Totals		(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
		60.00	0.00	0.00	0.00	60.00

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
17-00449	Brondo, Melissa A. (PID #: 1488146)	CHKFEE	15.00	0.00	0.00	0.00	15.00
17-00450	Brondo, Melissa A. (PID #: 1488146)	CHKFEE	15.00	0.00	0.00	0.00	15.00
20-00045	Hage, Janet E (PID #: 400180)	CHKFEE	30.00	0.00	0.00	0.00	30.00
Totals:			60.00	0.00	0.00	0.00	60.00

PTI Fee February 2021

1/29/2021	Madison Wideman	\$ 500.00	2020-3008	2/1/2021	
1/29/2021	Olivia Lara	\$ 500.00	2020-0783	2/1/2021	
		\$ 1,000.00			
2/1/2021	Sean Peebles	\$ 500.00	2019-3559	2/3/2021	
2/1/2021	Jesus Diaz Morales	\$ 500.00	2020-2570	2/3/2021	
2/2/2021	Conrad Lucas Russell	\$ 360.00	2020-0784	2/3/2021	
2/2/2021	Joel Alexander Lamon	\$ 500.00	2020-2195	2/3/2021	
		\$ 1,860.00			
2/5/2021	Anthony Garcia	\$ 500.00	2020-1979	2/8/2021	
		\$ 500.00			
2/8/2021	Octavio Cortes	\$ 500.00	2019-3247	2/10/2021	
2/8/2021	Andrea Isabelle Foster	\$ 500.00	2019-5928	2/10/2021	
2/8/2021	Ryan Conover	\$ 360.00	2020-3024	2/10/2021	
2/9/2021	Rosalie Witmer	\$ 500.00	2020-0510	2/10/2021	
		\$ 1,860.00			
2/10/2021	Shane Kevin Miller	\$ 360.00	2019-3424	2/12/2021	
2/11/2021	Michael Wayne Hammond	\$ 360.00	2019-5533	2/12/2021	
		\$ 720.00			
2/12/2021	Edward Cheslek	\$ 500.00	2019-3668	2/17/2021	02/15/2021 - County Holiday
		\$ 500.00			
1/15/2021	Knox Hafer	\$ 500.00	2020-2644	1/20/2021	**Information sent 02/25/2021**
1/15/2021	Phillip Ellis	\$ 360.00	2019-3306	1/20/2021	**Information sent 02/25/2021**
		\$ 860.00			
2/25/2021	Lorraine Rios	\$ 500.00	2019-3546	2/26/2021	
2/24/2021	Nicole Bray	\$ 500.00	2020-0602	2/26/2021	
2/24/2021	Michael Mejia	\$ 360.00	2020-0913	2/26/2021	
2/24/2021	Derek Valdez	\$ 500.00	2020-1038	2/26/2021	
2/25/2021	Rebecca Miller	\$ 360.00	2020-3482	2/26/2021	
		\$ 2,220.00			

Commissioners Court - Regular Session**10.****Meeting Date:** 03/30/2021

Appointment of Deputy Constables for Precinct 2

Submitted For: Cynthia Long**Submitted By:** Willaim
Beechinor,
Commissioner
Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Consent

Information**Agenda Item**

Consider and take appropriate action on the appointment of Brian W. Loyd and Guy W. Lanford as Deputy Constables to fill two vacant positions in the Precinct 2 Constable's Office.

Background

Constable Jeff Anderson is appointing Brian W. Loyd and Guy W. Lanford to the two open positions of Deputy Constable in the Precinct 2 Constable's Office. Brian Loyd is a licensed peace officer with 33 years of law enforcement experience who resides in Georgetown with his wife and family. Guy Lanford is a licensed peace officer with over 15 years of law enforcement experience who resides in Cedar Park with his wife and family. Both have successfully completed all background checks necessary for employment.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

03/23/2021 06:37 PM

Form Started By: Willaim Beechinor

Started On: 03/23/2021 04:33 PM

Final Approval Date: 03/23/2021

Commissioners Court - Regular Session**11.****Meeting Date:** 03/30/2021

Emergency Management Preparedness Grant

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

Information**Agenda Item**

Discuss, consider and take appropriate action on the application submittal for the 2021 Emergency Management Performance Grant (EMPG) for the Office of Emergency Management.

Background

The Office of Emergency Management applies annually for this grant to offset eligible expenses relating to emergency management. This is a reimbursement grant and may reimburse to a maximum of 50 percent of eligible expenses. The attached form looks different as the State is now using the paperless Grants Management System (GMS).

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

EMPG Application

Form Review**Inbox**

County Judge Exec Asst.

Emergency Management (Originator)

County Judge Exec Asst.

Form Started By: Michael Shoe

Final Approval Date: 03/25/2021

Reviewed By

Andrea Schiele

Michael Shoe

Andrea Schiele

Date

03/24/2021 02:18 PM

03/25/2021 11:16 AM

03/25/2021 11:44 AM

Started On: 03/22/2021 11:32 AM

Project #98: Application - Williamson County

Routing in Progress: Account Setup / Verification (Step 5 of 7)

Application Summary

This form outlines all project details, including Scope of Work, all costs, and location worksheets.

Title: Williamson County

Total Project Cost: \$0.00

Eligible Amount: \$0.00

Funding Sources: Federal - \$0.00
State - \$0.00
Local - \$0.00

FEMA Obligation Data: Federal Number - < no value >

Grant

2021 Emergency Management Performance Grant

Emergency Management Performance Grant

Declared: October 1, 2020

Closed: September 30, 2022

Work Deadline: June 30, 2022

Applicant

Williamson County

Williamson County (6 - Central Texas Region Region)

FIPS #: 491-99491-00

State #: 92614 FEIN #: 74-6000978

Vendor #: 17460009784

DUNS #: 076930049

Type: County

Physical/Mailing: 710 South Main Street, Suite 301
Georgetown, TX, 78626

Workflow Summary

Current Step: 5) Account Setup / Verification
Extended Description: A) Enter the Direct Deposit Authorization Form or RTI information into the Applicant's GMS account page.

B) Verify subrecipient's Direct Deposit information in GMS matches USAS, if applicable.

C) Enter the FAMIS Vendor ID and Sub-Code on the Applicant Manage page or Account page, if needed.

Recipients: Finance (State)

Last Advanced: Mar 24, 2021 at 10:51 AM by Lisa Resendez

Submission: Mar 22, 2021 at 2:32 PM by Kyle McKnight

Project

F # S #98

Williamson County

EMPG EMPG

Project POP Deadline: June 30, 2022

Eligible: \$0.00

Un-Expended Eligible: \$0.00

Introduction

Summary Information

Grant: 2021 Emergency Management Performance Grant

CFDA Number: 97.042

Project Type: EMPG

Title: Williamson County

Used to help identify the Project. Ex: "Jurisdiction - Project Name".

Contacts

Primary Contact: Shantelle Brannon - Deputy EMC/Deputy Director

[Edit](#)

Organization: Williamson County

Email Address: shantelle.brannon@wilco.org

Phone: 512-864-8205

Secondary Agent: Kyle McKnight - EM Specialist

[Edit](#)

Organization: Williamson County

Email Address: kmcknight@wilco.org

Phone: 512-864-8266

Primary Finance Contact: Jody Cook - Accountant II

[Edit](#)

Organization: Williamson County

Email Address: jody.cook@wilco.org

Phone: 512-943-1595

Certifying Official: Bill Gravell - County Judge

[Edit](#)

Organization: Williamson County

Email Address: bgravell@wilco.org

Phone: 512-943-1550

Emergency Management
Coordinator:

Michael Shoe - Director / EMC Coordinator

[Edit](#)

Organization: Williamson County

Email Address: michael.shoe@wilco.org

Phone: 512-864-8267

Alternate Contacts:

Name	Title	Email	Phone	
Aubury Holmes	Emergency Management Specialist	aholmes@wilco.org	512-864- 8268	Edit

* indicates a contact whose information may not be current or correct.

Add Alternate Contact

Applicant Information

Applicant:

Williamson County

Location: Williamson (Austin Region)

Type: County

Mailing: 710 South Main Street, Suite 301, Georgetown, TX 78626

Physical: 710 South Main Street, Suite 301, Georgetown, TX 78626

FIPS: 491-99491-00

FEIN #: 74-6000978

DUNS #: 076930049

SAM Registration Expiration Date: May 07, 2021

SAM Registration Status: Active

Congressional District: 31

Applicant Fiscal Year Ending Month: 09

Applicant Participation Status: Current EMPG Program Participant

Jurisdiction Population: 208,987

Current SAM Registration will expire during the period of performance. SAM Registration must be renewed before May 07, 2021.

Is all above information
correct and current?

No

Please indicate what
information needs to be
updated:

Jurisdictional population needs to be updated to 224,156.

Applicant Participation Status: Current EMPG Program Participant

Applicant value

Travel Policy Certification

Select Travel policy option
that applies to your
organization regarding Travel:

This applicant has its own qualifying travel policy

EMPG participants requesting reimbursement for travel expenditures will do so in accordance with that policy.

Travel Policy:

	18_12_10_Travel Policy_mds 1 MB	Mar 23, 2021
--	-------------------------------------------------	--------------

Personnel

Staffing Pattern

Employee Details	Gross Annual Salary	Gross Annual Benefits	Total Hours Per Week	EM Hours Per Week	% EM Hours Per Week	EMPG Eligible Salary	EMPG Eligible Benefits	
Name: Aubury Holmes								
Title: Emergency Management								
Specialist	\$73,381.63	\$26,426.32	40	40	100.00%	\$73,381.63	\$26,426.32	View
Type: Full-Time Employee								
Start Date: Sep 21, 2007								
Name: Kyle McKnight								
Title: Emergency Management								
Specialist	\$71,870.86	\$26,090.51	40	40	100.00%	\$71,870.86	\$26,090.51	View
Type: Full-Time Employee								
Start Date: Jun 14, 2013								
Name: Michael Shoe								
Title: Emergency Management								
Coordinator	\$101,782.46	\$32,733.87	40	40	100.00%	\$101,782.46	\$32,733.87	View
Type: Full-Time Employee								
Start Date: May 5, 2017								
Name: Shantelle Brannon								
Title: Deputy Emergency								
Management Coordinator	\$84,042.40	\$28,793.81	40	40	100.00%	\$84,042.40	\$28,793.81	View
Type: Full-Time Employee								
Start Date: Jan 24, 2020								

[Add Employee](#)

Costs

The eligible salaries & benefits amount of \$445,121.86 has already been added to the Project Cost. Please use below expense table to add any additional costs related to your EMPG project.

Estimated Expenses

Classification	Description	Qty	Price	Total
Application Total				\$0.00
Salaries & Benefits Total				\$445,121.86
Grand Total				\$445,121.86

Work Plan

Work Plan - Documentation

I. Emergency Management Program Appointment Notification

Is a current TDEM-147 form on file with the Texas State Operations Center?

Yes

II. Legal Authorities for Emergency Management Program

Jurisdiction will maintain current legal documents establishing emergency management program with copies submitted to TDEM Preparedness Section.

Select option(s) that applies to your organization regarding Legal Authorities for Emergency Management Program:

☐

Jurisdiction will maintain current legal documents establishing emergency management program

☒

Legal documents are current and on file with TDEM; no additional action is required

☐

Jurisdiction will prepare and submit the legal documents establishing the local emergency program appropriate for the jurisdiction, to the TDEM Preparedness Section

III. Public Education/Information

All Jurisdictions are required to conduct hazard awareness activities for local citizens.

Please provide a detailed description of the planned hazard awareness activities:

The Wilco Ready app will be used to push weekly preparedness tips as well as any incidents. The Everbridge platform via Warn Central Texas will be utilized for real-time hazard awareness activities for ongoing incidents.

IV. Emergency Management Planning Documents

Jurisdiction is required to review for currency and NIMS compliance.

Is your Jurisdiction's
Emergency Management
Plan and all
Annexes/Emergency Support
Functions current and NIMS
compliant?

Yes

Your Jurisdiction will develop, update or change the following planning documents (select all that apply):

Annexes

- ☐ Basic Plan
- ☐ Transportation Annex
- ☐ Communications Annex
- ☐ Public Works and Engineering Annex
- ☐ Firefighting Annex
- ☒ Emergency Management Annex
- ☐ Mass Care Annex
- ☐ Logistics and Resource Management Annex
- ☒ Public Health and Medical Services Annex
- ☐ Search and Rescue Annex
- ☐ Oil and Hazardous Materials Response Annex
- ☐ Energy Annex
- ☐ Public Safety and Security Annex
- ☐ Public Information Annex
- ☐ Evacuation and Population Protection Annex
- ☐ Food and Water Annex
- ☒ Volunteer and Donations Management Annex
- ☐ Warning Annex
- ☐ Drought Annex
- ☐ Hurricane Annex
- ☒ Nuclear/RAD Annex
- ☐ Terrorism Annex
- ☐ Wildland Fire Annex

Essential Support Functions

- ☐ Transportation
- ☐ Communications
- ☐ Public Works & Engineering
- ☐ Firefighting
- ☒ Information & Planning
- ☐ Mass Care, Emergency Assistance, Temporary Housing, & Human Assistance
- ☐ Logistics
- ☒ Public Health & Medical Services
- ☐ Search & Rescue
- ☐ Oil & Hazardous Materials Response
- ☐ Agriculture & Natural Resources
- ☐ Energy
- ☐ Public Safety & Security
- ☐ Cross-Sector Business and Infrastructure
- ☐ External Affairs

Other

- ☐ Has Other Documents

Work Plan - Exercise & Training

V. Integrated Preparedness Planning Workshop (IPPW)

EXERCISE:

Jurisdictions are to conduct an annual Integrated Preparedness Planning Workshop (IPPW) (formerly known as the Training and Exercise Planning Workshop) to develop a 3-year Integrated Preparedness Plan (IPP). Each fiscal year, jurisdictions can conduct and evaluate as many or as few exercises to address any four of the thirty-two core capabilities. A triennial full-scale exercise is still required as in previous years. We are giving full-scale or triennial exercise credit for large-scale, real-world Incident responses on a case-by-case basis.

Planned Exercise

Please use below table to provide your Jurisdiction's planned exercise schedule for this Grant's Period of Performance: Oct 01, 2020 - Jun 30, 2022

Exercise Type	Exercise Name	Planned Exercise Date
Discussion Based (EMPG Funded)	Williamson County EOC Team Training	Oct 15, 2020
Discussion Based (EMPG Funded)	Williamson County EOC Team Training	Jan 21, 2021
Discussion Based (EMPG Funded)	Williamson County EOC Team Training	Apr 15, 2021
Discussion Based (EMPG Funded)	Williamson County EOC Team Training	Jul 15, 2021
Operational Based (Non-Funded)	PER-213 Wide Area Search	Oct 13, 2020

Date last Full-Scale Exercise
was Conducted:

Feb 5, 2020

VI. Training for Emergency Management Personnel

All EMPG funded emergency management personnel and the local elected official or their designee will participate in the following training during grant year.

Planned Training for Emergency Management Personnel

Certificate Date	Employee	Course Name or Number	Certificate
	Michael Shoe	IS-26 - Guide to Points of Distribution	
	Shantelle Brannon	IS-559 - Local Damage Assessment	
	Aubury Holmes	IS-2200 - Basic EOC Functions	
	Kyle McKnight	IS-1027 - Fire Management Assistance Grants	

Certificate Date and Upload are not required at time of Application.

VII. Emergency Management Training for Other Personnel

Jurisdiction will conduct or arrange emergency management related training for elected officials, other local officials, and support agencies.

Planned Training for Other Emergency Management Personnel

Please list all planned Training for Other Emergency Management Personnel to be completed during this grant year.

Description of Attendees	Course Name or Number	Planned Training Date	Supporting Doc
EMD Bill Gravell	V-402 National Incident Management System Overview for Senior Officials (Executives, Elected, & Appointed)	2021-04-29 00:00:(

Upload is not required at time of Application.

VIII. Emergency Management Organization Development

Organizational Development:

- A) You must describe your process on how to submit a STAR request.
- B) You must provide proof of access to the National Weather Service Information.
- C) Include any participation in emergency management or disaster preparedness webinars, workshops, seminars, and conferences, such as the Texas Emergency Management

Conference, Regional Local Emergency Planning Committee workshops, emergency-related professional organizations, such as mutual aid groups, regional planning, and response groups or similar activities.

Provide a detailed description of any organizational development activity.

Provide a detailed description of all the Emergency Management Organizational Development Activities that your Jurisdiction will participate in:

Williamson County will provide evidence of a STAR submission and documented communication with the NWS. EMPG funded staff will attend the following conferences: TDEM EM Conference, EMAT Conference, IAEM Conference. EMPG funded staff will also participate in Williamson County HSEPC Meetings, LEPC Meetings, EMC Meetings, and the CAPCOG HSTF.

Documentation

Please provide the following documents. [Download Forms here.](#)

Document Name:**Actions:**

Grant Terms and Conditions:

	Grant-Terms-and-Conditions-1075126-75545 516 KB	Mar 23, 2021
--	-----------------------------------------------------------------	--------------

Direct Deposit Authorization
Form:

	direct deposit 83 KB	Mar 10, 2021
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Commissioners Court - Regular Session**12.****Meeting Date:** 03/30/2021

Consider Stryker addendum

Submitted For: Joy Simonton**Submitted By:** Johnny Grimaldo,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on the service agreement and county addendum with Stryker Sales Corporation for EMS Equipment and Williamson County and authorizing the execution of the agreement.

Background

This service agreement provides for the purchase of thirty-one (31) EMS patient care monitors and the associated maintenance service for a three-year period. Stryker Sales Corporation was exempted by Commissioners Court as a sole source on 11.19.19 under agenda item #29. The amount for the 3-year agreement is \$40,920.00 annually, for a total of \$122,760.00. Funding source will be 0100-0540-004500 Maintenance Contracts. The point of contact is Mike Knipstein.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Signed Agreement

County Addendum

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

Purchasing (Originator)

Joy Simonton

03/25/2021 09:21 AM

County Judge Exec Asst.

Andrea Schiele

03/25/2021 10:24 AM

Form Started By: Johnny Grimaldo

Started On: 03/25/2021 07:48 AM

Final Approval Date: 03/25/2021

Services

stryker

Sales Rep Name: Jordan Costello
ProCare Service Rep: Robert Oliver

3800 E. Centre Ave
Portage, MI 49009

Date: 2/1/2021
ID #: 210201133742

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num: 1504432
Shipping Acc Num: 1504432
Account Name: Williamson County EMS
Account Address: 3189 SE Inner Loop
City, State Zip: Georgetown, TX 78626

Name: Mike Knipstein
Title: EMS Director
Phone: (512) 943-1224
Email: mknipstein@wilco.org

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs	Total
1	LP15	LifePak 15	LP15 Protect Onsite	31	3	\$139,500.00

PROGRAM INCLUDES:

LP15 Protect Onsite:

- Repairs (parts and labor) to restore equipment to manufacturer specifications
 - LIFEPAK battery-charger repair or replacement as deemed necessary by Stryker*
 - Power-adaptor repair or replacement
 - Replace up to 3 lithium-ion batteries in accordance with the device operating instructions or upon failure*
 - Replace up to 1 coin cell memory battery in accordance with the device operating instructions or upon failure*
- **(Onsite Repairs or Depot Depending on Agreement) **


Unless otherwise stated on contract, payment is expected upfront.

Annual Payments \$40,920.00

See below for complete payment schedule

ProCare Total	\$139,500.00
Discount	12%
FINAL TOTAL	\$122,760.00

Start Date: 7/1/2021
End Date: 6/30/2024


Stryker Signature Date 3-18-2021

Customer Signature Date

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com>

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number

If contract is over \$5,000 please send hard copy PO

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
**Quote pricing valid for 30 days.

PAYMENT SCHEDULE						
Date	Payment		Int Paid		Prin. Remaining	Balance
Starting Balance						\$ 122,760.00
7/2/2021	\$	40,920.00	\$	-	\$ 81,840.00	\$ 81,840.00
7/2/2022	\$	40,920.00	\$	-	40,920.00	\$ 40,920.00
7/2/2023	\$	40,920.00	\$	-	-	\$ -

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	LP15	48298148	LP15 Protect Onsite
2	LP15	48298177	LP15 Protect Onsite
3	LP15	48298195	LP15 Protect Onsite
4	LP15	48298217	LP15 Protect Onsite
5	LP15	48298267	LP15 Protect Onsite
6	LP15	48298269	LP15 Protect Onsite
7	LP15	48298326	LP15 Protect Onsite
8	LP15	48298328	LP15 Protect Onsite
9	LP15	48298349	LP15 Protect Onsite
10	LP15	48298422	LP15 Protect Onsite
11	LP15	48298433	LP15 Protect Onsite
12	LP15	48298451	LP15 Protect Onsite
13	LP15	48298452	LP15 Protect Onsite
14	LP15	48298478	LP15 Protect Onsite
15	LP15	48298513	LP15 Protect Onsite
16	LP15	48298529	LP15 Protect Onsite
17	LP15	48298570	LP15 Protect Onsite
18	LP15	48298574	LP15 Protect Onsite
19	LP15	48298599	LP15 Protect Onsite
20	LP15	48298602	LP15 Protect Onsite
21	LP15	48298630	LP15 Protect Onsite
22	LP15	48298635	LP15 Protect Onsite
23	LP15	48298649	LP15 Protect Onsite
24	LP15	48298683	LP15 Protect Onsite
25	LP15	48298686	LP15 Protect Onsite
26	LP15	48298694	LP15 Protect Onsite
27	LP15	48298704	LP15 Protect Onsite
28	LP15	48298705	LP15 Protect Onsite
29	LP15	48299214	LP15 Protect Onsite
30	LP15	48298144	LP15 Protect Onsite
31	LP15	48429063	LP15 Protect Onsite

Purchase Order Form

Account Manager _____
Cell Phone _____

Purchase Order Date _____
Expected Delivery Date _____
Stryker Quote Number 210201133742

Check box if Billing same as Shipping ☐

BILL TO		CUSTOMER #
Billing Account Num	1504432	
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

SHIP TO		CUSTOMER #
Shipping Account Num	1504432	
Company Name	Williamson County EMS	
Contact or Department	Mike Knipstein	
Street Address	3189 SE Inner Loop	
Add'l Address Line		
City, ST ZIP	Georgetown, TX 78626	
Phone	(512) 943-1224	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE		

Accounts Payable Contact Information

Name _____
Email _____
Phone _____

Stryker Terms and Conditions

Authorized Customer Signature

Printed Name _____
Title _____
Signature _____
Date _____

Attachment Stryker Quote Number 210201133742

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

As of March 2020



LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - o If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
 - o Stryker will continue to offer contractual service on a yearly basis only
 - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
 - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM FOR
STRYKER SALES CORPORATION
D/B/A STRYKER
FOR EMS EQUIPMENT AND
RELATED SERVICES
(LifePak15)**

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

THIS CONTRACT is made and entered into by and between **Williamson County Emergency Services** (hereinafter “Customer” or “The County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and Stryker Sales Corporation (hereinafter "Stryker"). Customer agrees to engage Stryker as an independent contractor, to assist in providing certain goods and operational services pursuant to the following terms, conditions, and restrictions:

I.

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

II.

No Assignment: Stryker may not assign the contracts relevant to this addendum, without express written consent of the Williamson County Commissioners Court.

III.

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

IV.

Good Faith: Stryker agrees to act in good faith in the performance of the contracts relevant to this addendum.

V.

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

VI.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

VII.

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

of this section. Customer shall give Stryker reasonable advance notice of intended audits.

VIII.

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

IX.

County Judge or Presiding Officer Authorized to Sign Contract: 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.

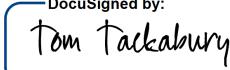
WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

Date: _____, 2021

Stryker:

DocuSigned by:

90DF6E1CB4B7433...

Authorized Signature

Date: 3/2/2021, 2021

Commissioners Court - Regular Session**13.****Meeting Date:** 03/30/2021

Consider Active Network Upgrade and Data Conversion.

Submitted For: Joy Simonton**Submitted By:** Johnny Grimaldo,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving a county addendum for a data-conversion and upgrade for Active Network Software and authorizing the purchase.

Background

This software purchase is a required upgrade to the Parks Department's reservation/registration software system. The current software platform will no longer be supported, beginning in October 2021. This upgraded platform offers more functionality beneficial to the Parks Department as well as improved financial reporting and auditing features.

The Parks Department currently uses reservation software named MaxGalaxy by Maximum Solutions which was recently acquired by ActiveNet. The Parks Department is now required to upgrade the existing Parks software to a new version provided by ActiveNet. The MaxGalaxy system only works on Internet Explorer & Silverlight which are being decommissioned after March 2021 and therefore ActiveNet will cease their support of the MaxGalaxy software. The amount for the data-conversion is \$9,000.00. The department point of contact is Russell Fishbeck. The funding source is 01.0100.0503.004100.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

County Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/25/2021 10:11 AM
County Judge Exec Asst.	Andrea Schiele	03/25/2021 11:45 AM
Form Started By: Johnny Grimaldo		Started On: 03/25/2021 07:49 AM
Final Approval Date: 03/25/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM FOR
ACTIVENET SaaS RESERVATION SYSTEM
AND RELATED PRODUCTS
&
TERMS AND CONDITIONS OF SERVICE
FOR
WILLIAMSON COUNTY PARKS
(Active Network, LLC)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code.

THIS ADDENDUM TO SOFTWARE AS A SERVICE ACTIVENET AGREEMENT & TERMS AND CONDITIONS OF SERVICE is made and entered into by and between **Williamson County, Texas** (hereinafter "Client" or "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Active Network, LLC** (hereinafter "Active"). County agrees to engage Active as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

- A. Schedule Quote No. 00118781, attached hereto;
- B. Products and Services General Terms - <http://www.activenetwork.com/general-terms>;
- C. Recreation and Membership Management Product Attachment - <http://www.activenetwork.com/membership-terms>;
- D. Third Party Hardware Products Attachment - <http://www.activenetwork.com/thirdpartyhardware-terms>; and
- E. This Williamson County Addendum.

II.

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.

III.

Termination for Convenience: After the initial eighteen (18) months, this agreement may be terminated at any time by the County, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, Client will only be liable for its pro rata share of services rendered and goods actually received.

IV.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement. The County does not agree to arbitration.

V.

Client Data: Based on Texas law and public policy, the County exclusively owns all rights, title and interest in and to its data, and Active may not provide access to this data without express written consent of the County.

VI.

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

VII.

Good Faith: Vendor agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

VIII.

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

WITNESS the signatures of all parties in duplicate originals to be effective as of the Agreement Effective Date, as further described in Section 7 of the General Terms.

WILLIAMSON COUNTY:

Authorized Signature
Date: _____, 2021

ACTIVE: 
042FAC5901474C9...
Vice President, Sales

Authorized Signature
Date: 3/23/2021 | 4:01 PM CDT, 2021



Schedule

Company Address 717 North Harwood Drive, Suite 2500
Dallas, TX 75201
US

Created Date 3/23/2021
Quote Number 00118781
Currency USD

Prepared By Sharon Kramer
Opportunity Owner Becky Potter
Owner Email becky.baldridge@activenetwork.com

Contact Name Benita Bonner
Phone (512) 943-1926
Email bbonner@wilco.org

Bill To Name Williamson County
Bill To Contact Benita Bonner
Bill To Address 219 Perry Mayfield Blvd
Leander, TX 78641 United States

Ship To Contact Benita Bonner
Ship To Address 301 SE Inner Loop Ste 105
Georgetown, TX 78626 United States

Product	Product Type	Description	Quantity	Fee %	Total Price
ACTIVENet - (credit card refunds - flat fee)	SaaS		1		0.10
ACTIVENet - ACH Remittance- Every 1 week	Service		1		
ACTIVENet - Annual Subscription Fee	SaaS		1		12,960.00
ACTIVENet - Credit Card Processing Fee (%)	SaaS		1	3.00	
ACTIVENet - Functionality: Activity Registration	SaaS		1		
ACTIVENet - Functionality: Equipment Lending & POS	SaaS		1		
ACTIVENet - Functionality: Facility Reservation	SaaS		1		
ACTIVENet - Functionality: Memberships	SaaS		1		
ACTIVENet - Loyalty Discount	Service		1		-11,062.50
ACTIVENet - Public Interface Fee Set up - absorbed by client	SaaS		1		
ACTIVENet - SaaS					
ACTIVENet - Service Package Standard 4	Service	ACTIVE Net Service Package STANDARD 4 consists of the following Services: <ul style="list-style-type: none"> • remote business process review • remote functionality review & data collection preparation • remote data collection review • remote data entry (system inventory and policy controls) • remote user testing • LMS training • remote supplemental training • remote Go Live preparation • remote go live support • remote hardware configuration • remote system optimization training 	1		10,662.50



Schedule

		<p>The scope of Services is contained to the 4 functionalities of choice.</p> <p>50% of total Service costs will be billed at Service initiation, payable within 30 days of the date of invoice.</p> <p>50% of total Service costs will be billed at Service completion, payable within 30 days of the date of invoice.</p>			
ACTIVENet - Staff Interface - Payment Processing Fee - Electronic Cheque/Check Processing	SaaS		1	0.50	
ACTIVENet - Support Advanced Package	Maintenance	Support package for organizations migrating to ACTIVE Net.	1		
ACTIVENet - Technical Services: Financial Export	Service	<p>ACTIVE Net Technical Services: Financial Export consists of the following Services:</p> <ul style="list-style-type: none"> • remote configuration, testing & training 	1		1,400.00
ACTIVENet - Technical Services: MaxGalaxy Data Conversion	Service	<p>ACTIVE Net Technical Services: MaxGalaxy Data Conversion consists of the following services:</p> <ul style="list-style-type: none"> • Remote configuration, testing, & training <p>Service information</p> <ul style="list-style-type: none"> • This service enables a one-time import of customer information from MaxGalaxy to ACTIVE Net. • Please refer to the ACTIVE Net Reference Document – MaxGalaxy Data Conversion Guide for further details. 	1		9,000.00

Total Price USD 22,960.00

Annual Projected Contract Value USD 16,134.00

Active reserves the right, and may take additional measures to verify Client's account which may consist of reviewing publicly available data and/ confirmation of Client provided information. Such verification measures will be completed in advance of remittance.

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User.

The payment options we offer may include MasterCard, Visa, American Express and Discover.

If your order includes hardware, please note that all hardware orders have a 30-day return policy, and it is recommended that you inspect your purchases upon delivery.

*Sales tax and shipping not included in total price. Sales tax and shipping, where applicable, will be added to your invoice.

By signing this Schedule, you agree to the terms and conditions governing your use of the Software and Services as set forth at:

General Terms - <http://www.activenetwork.com/general-terms>

Product Terms - <http://www.activenetwork.com/membership-terms>

Third Party Hardware Product Attachment - <http://www.activenetwork.com/thirdpartyhardware-terms>



Schedule

Client

Signature:

Name:

Title:

Date:

PO# (if applicable):

Active Network, LLC

DocuSigned by:

Signature:

Name:

Title:

Date:

Randy Skemp

Randy Skemp

Vice President, Sales

3/23/2021 | 4:01 PM CDT

Commissioners Court - Regular Session**14.****Meeting Date:** 03/30/2021

Brycomm Sheriff's Justice Center

Submitted For: Joy Simonton**Submitted By:** Andrew Portillo,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Brycomm, LLC to provide and install cabling according to specifications in the attached proposal in the amount of \$25,504.65 per the terms of DIR Contract #DIR-TSO-3698 and authorizing execution of the agreement.

Background

This agreement will provide and install two (2) 24F single mode inner lock fiber cables, one (1) 6F single mode inner lock fiber cable, two (2) Tripp-lite 19in racks with ladder tray connecting both racks, and three (3) Panduit vertical wire-managers to the Williamson County Sheriff's Justice Center. Department point of contact is Richard Semple. Funding Source is 01.0100.0503.004509 for FY21

Fiscal Impact

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

Attachments

Contract and Quote

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 03/25/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

03/24/2021 04:19 PM

03/25/2021 08:54 AM

Started On: 03/15/2021 03:48 PM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR
FIBER CABLING
(Justice Center / Sheriff)
DIR-TSO-3698**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter "The County")**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **BRYCOMM, LLC, (hereinafter "Service Provider")**, 15302 Marsha St., Austin, TX 78728. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

As described in the attached Statement of Work/Quote, dated March 9, 2021, which is designated Exhibit "A" and incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Exhibit(s) "A," such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to

pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be \$25,504.65.**

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

IV.

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

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident

Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$ 500,000	\$ 500,000
Aggregate policy limits:	\$1,000,000	

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

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

V.

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

- A. As described in the attached Statement of Work/Quote, dated March 9, 2021, which is incorporated herein as if copied in full;**
- B. DIR-TSO-3698; and**
- C. Any required insurance certificates evidencing required coverages.**

VI.

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

VII.

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

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

Printed Name

Date: _____, 2021

SERVICE PROVIDER:

Mike Baker

Digitally signed by Mike Baker
Date: 2021.03.18 11:15:29
+05'00'

Authorized Signature

Mike Baker, CFO

Printed Name

Date: March 18, 2021

Exhibit(s)
Statement of Work/Quote, dated March 9, 2021



BRYCOMM

1051 New Technology Blvd. Hutto, TX 78634
Phone: (512) 712-4008 Fax: (512) 712-4009



Date: March 9, 2021

Bid No.: _____

Subject: Justice Center – Sheriff Fiber Cabling

Send Contracts

and PO's to: Orders@BryComm.com

Estimated By: Shaun Holmes

We appreciate your interest in our services and thank you for the chance to offer the following proposal for the project referenced above. Our proposal incorporates the following:

I. DOCUMENTS:

Drawings: **Discussed onsite and description listed below**

II. SCOPE OF WORK:

Fiber Cabling:

1. Installation of two (2) 24F single mode inner lock fiber cables from MDF room to IDF's.
2. Installation of one (1) 6F single mode inner lock fiber cable.
3. Provide and install two (2) Tripp-lite 19in racks with ladder tray connecting both racks to one wall.
4. Provide and install three (3) Panduit vertical wire-managers #PR2VD0696.

Wreck-out:

1. All existing fiber cabling will be removed after the equipment has been moved to the new fiber.

III. CLARIFICATIONS AND EXCLUSIONS:

1. Payment and Performance bonds are not included in this proposal. Pricing available upon request.
2. No core drilling, EZ-Paths installs, wire-mold, conduit (EMT), conduit (EMT), poke-thru or other such pathway installation is included in this proposal.
3. Plywood has been excluded from this proposal. Pricing is available upon request.
4. Price does not include any labor or materials for Grounding and Bonding systems.
5. Price does not include Wireless Access Points.
6. Price does not include installation or relocation of owner provided Wireless Access Points.
7. Price does not include any network equipment or relocation of existing (switches/routers).
8. Price does not include repair/replacement of any faulty device or cabling in the existing system.
9. New pathways inside and outside (conduit) will be by others.
10. Testing, labeling and documentation of the entire install will be provided to the owner upon completion, per contract documents.
11. Any electrical power receptacles, carpentry, demolition, patching, painting, refinishing and relocation are excluded.
12. BryComm to require (15) working days to review, process, and return all customer issued contracts.
13. BryComm assumes there are no abnormal environmental or hazardous conditions on the premise, which would require extraordinary safety and/or regulatory functions, activities, permits or certifications for BryComm to perform the required work.

IV. PRICING SUMMARY:

Scope of Work		Cost
270000	Fiber Cabling Installation And Wreck-out	\$ 25,504.65
	DIR Pricing Break-out Below	
	Sales Tax (if applicable)	\$ -
Total		\$ 25,504.65

Thank you for the opportunity and feel free to contact me if you have any questions or concerns.

Shaun Holmes
 Project Manager
 Office: (512) 712-4008 x120
 Fax: (512) 712-4009
 Cell: (512) 992-6106
Shaun.Holmes@BryComm.com
 Security License #B17431
www.BryComm.com



DIR# DIR-TSO-3698				
	Singlemode fiber pull - 151-300 Feet	3	\$ 466.26	\$ 1,398.78
	Crew Foreman - Fiber Optic Cabling Cutover & Connectivity	30	\$ 56.31	\$ 1,689.30
	Panduit 24F inner locking armor plenum	500	\$ 5.86	\$ 2,930.00
	Panduit 6F inner locking armor plenum	840	\$ 3.24	\$ 2,721.60
	Fiber LIU's, Pigtailed, adapter panels, and misc consumables	1	\$ 4,572.41	\$ 4,572.41
	Misc anchors, sleeves, and fire caulk	1	\$ 93.72	\$ 93.72
	Crew Foreman - Non-Standard Time - Cabling Cutover & Wreck Out	60	\$ 56.31	\$ 3,378.60
	Entry Level Technician - Non-Standard Time - Cabling Cutover & Wreck Out	60	\$ 31.76	\$ 1,905.60
	Entry Level Technician - Non-Standard Time - Cabling Cutover & Wreck Out	60	\$ 31.76	\$ 1,905.60
	Ladder tray, racks, wire mangers, and anchors	1	\$ 4,643.76	\$ 4,643.76
	Project Manager	4	\$ 66.32	\$ 265.28
				\$ -

Sub-Total:		\$25,504.65
Shipping & Handling:		\$0.00
Applicable Tax Rate:		8.25%
Taxes:		\$0.00

Total:	\$ 25,504.65
---------------	---------------------

Commissioners Court - Regular Session**15.****Meeting Date:** 03/30/2021

Tyler Technology Software Maintenance Constable Pct. 2 & 4

Submitted For: Joy Simonton**Submitted By:** Andrew Portillo,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the purchase of Brazos electronic citation system software and hardware from Tyler Technologies for Williamson County Constables Pct #2 and Pct #4 utilizing Sourcewell Co-Contract #110515-TTI.

Background

Williamson County Constables Pct #2 and Pct #4 seek to purchase additional Brazos electronic citation system software and hardware. The hardware unit is handheld electronic citation writer for use in the field. The citations generated will be submitted electronically to the JP offices through the system.

Two (2) units are proposed for Pct #2 for \$14,145.00 with a reoccurring annual fee of \$448.00.

Five (5) units are proposed for Pct #4 for \$24,027.00 with a reoccurring annual fee of \$1,120.00.

The total expense for products and services with one year of support is \$39,740. Vendor quotes are attached. The department contact is Alison Gleason, Deputy Chief Information Officer for the IT Department. FY 21 Funding Source 01.0100.0503.005008.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

quote

quote 2

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 03/25/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

03/25/2021 09:55 AM

03/25/2021 10:22 AM

Started On: 03/24/2021 01:41 PM



INVESTMENT SUMMARY

Tyler Software	\$ 1,600
Services	\$ 7,000
Third-Party Products	\$ 5,545
Other Cost	\$ 0
Travel	
Total One-Time Cost	\$ 14,145
Annual Recurring Fees/SaaS	\$ 112
Tyler Software Maintenance	\$ 336



Quoted By:
Quote Expiration:
Quote Name:

James Mulvey
4/23/21
Sourcewell 110515-TTI

Sales Quotation For:
Williamson County

Shipping Address:
Williamson County Sheriff
508 S Rock St ATTN: Janessa Stephens
Georgetown, TX 78626-5604

Constable Pct. 2

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Brazos				
License				
REF License - PDA [2]	\$ 1,600	\$ 0	\$ 1,600	\$ 336
	Total	\$ 0	\$ 1,600	\$ 336
	TOTAL	\$ 0	\$ 1,600	\$ 336

Annual / SaaS

Description	Quantity	Fee	Discount	Annual
Brazos				
Hosting Fee				
Brazos Hosting Fee	1	\$ 112	\$ 0	\$ 112
	TOTAL			\$ 112

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Brazos					
4 hours (one half day) of remote End User Training	1	\$ 500	\$ 0	\$ 500	\$ 0
Brazos Project Management	2	\$ 2,000	\$ 0	\$ 4,000	\$ 0
Set-Up & Configuration for hardware platform - HANDHELD	1	\$ 2,500	\$ 0	\$ 2,500	\$ 0
TOTAL				\$ 7,000	\$ 0

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Brazos					
FZ-N1EBJZZDM / Panasonic, HH, N1, 8.1 w/data and voice, long life battery	2	\$ 1,577	\$ 3,154	\$ 0	\$ 0
FZ-SVCHHUC5Y / Panasonic, Warranty, Ultimate Care, 5 year	2	\$ 325	\$ 650	\$ 0	\$ 0
FZ-VSTN11AU / Panasonic, N1, Hand Strap	2	\$ 35	\$ 70	\$ 0	\$ 0
CF-LNDDC120 / Panasonic, N1, CF-20, Vehicle charger-cigarette adapter	2	\$ 135	\$ 270	\$ 0	\$ 0
ZQ52-BUE0000-00 / Zebra, Printer, ZQ521	2	\$ 611	\$ 1,222	\$ 0	\$ 0
P1063406-031 / Zebra, ZQ520, Vehicle Charger, cig adapter	2	\$ 36	\$ 72	\$ 0	\$ 0
LD-R4KN5B / Zebra, ZQ520/RW420, Paper, 36 rolls per case	1	\$ 107	\$ 107	\$ 0	\$ 0
TOTAL			\$ 5,545		\$ 0

Summary**One Time Fees****Recurring Fees**

Total Tyler Software	\$ 1,600	\$ 336
Total Annual	\$ 0	\$ 112
Total Tyler Services	\$ 7,000	\$ 0
Total Third-Party Hardware, Software, Services	\$ 5,545	\$ 0
Summary Total	\$ 14,145	\$ 448

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____

P.O.#: _____

Comments

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;•Fees for hardware are invoiced upon delivery;•Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

RETURN POLICY: When Hardware is included, Tyler will accept return of delivered hardware only within thirty (30) days of the date of delivery to you, and only if the hardware is returned sealed in its original packaging. Tyler will not issue any refund or credit for returned hardware that is not sealed in its original packaging and/or returned more than thirty (30) days after the date of delivery to you.



INVESTMENT SUMMARY

Tyler Software	\$ 4,000
Services	\$ 7,000
Third-Party Products	\$ 13,027
Other Cost	\$ 0
Travel	
Total One-Time Cost	\$ 24,027
Annual Recurring Fees/SaaS	\$ 280
Tyler Software Maintenance	\$ 840



Quoted By:
Quote Expiration:
Quote Name:

James Mulvey
4/23/21
Sourcewell 110515-TTI

Sales Quotation For:

Williamson County
Constable Pct. 4

Shipping Address:

Williamson County Sheriff
508 S Rock St ATTN: Janessa Stephens
Georgetown, TX 78626-5604

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Brazos				
License				
REF License - PDA [5]	\$ 4,000	\$ 0	\$ 4,000	\$ 840
	Total	\$ 0	\$ 4,000	\$ 840
	TOTAL	\$ 0	\$ 4,000	\$ 840

Annual / SaaS

Description	Quantity	Fee	Discount	Annual
Brazos				
Hosting Fee				
Brazos Hosting Fee	1	\$ 280	\$ 0	\$ 280
	TOTAL			\$ 280

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Brazos					
4 hours (one half day) of remote End User Training	1	\$ 500	\$ 0	\$ 500	\$ 0
Brazos Project Management	2	\$ 2,000	\$ 0	\$ 4,000	\$ 0
Set-Up & Configuration for hardware platform - HANDHELD	1	\$ 2,500	\$ 0	\$ 2,500	\$ 0
TOTAL				\$ 7,000	\$ 0

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Brazos					
FZ-N1EBJZZDM / Panasonic, HH, N1, 8.1 w/data and voice, long life battery	5	\$ 1,577	\$ 7,885	\$ 0	\$ 0
FZ-SVCHHUC5Y / Panasonic, Warranty, Ultimate Care, 5 year	5	\$ 325	\$ 1,625	\$ 0	\$ 0
FZ-VSTN11AU / Panasonic, N1, Hand Strap	5	\$ 35	\$ 175	\$ 0	\$ 0
ZQ52-BUE0000-00 / Zebra, Printer, ZQ521	5	\$ 611	\$ 3,055	\$ 0	\$ 0
P1063406-031 / Zebra, ZQ520, Vehicle Charger, cig adapter	5	\$ 36	\$ 180	\$ 0	\$ 0
LD-R4KN5B / Zebra, ZQ520/RW420, Paper, 36 rolls per case	1	\$ 107	\$ 107	\$ 0	\$ 0
TOTAL			\$ 13,027		\$ 0

Summary

One Time Fees

Recurring Fees

Total Tyler Software	\$ 4,000	\$ 840
Total Annual	\$ 0	\$ 280
Total Tyler Services	\$ 7,000	\$ 0
Total Third-Party Hardware, Software, Services	\$ 13,027	\$ 0
Summary Total	\$ 24,027	\$ 1,120

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Comments

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;•Fees for hardware are invoiced upon delivery;•Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

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Commissioners Court - Regular Session**16.****Meeting Date:** 03/30/2021

Inner Loop Annex (P434)-Vaughn Construction Change Order No. 42

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 #42 in the amount of \$911.00. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is to provide labor and materials Garage Door Opener at the Inner Loop Annex. There is a time extension of 7 days. On March 16, 2021, the Commissioners Court approved Vaughn Change Order No. 41 which included the fee for Garage Door Opener in the Net Change by Previously Authorized Change Orders, however the Change Proposal 41 was not included. Therefore, the change in Contract Sum for this Change Order is \$0.00. 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
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Attachments

Vaughn CO #42

Form Review**Inbox**

Hal Hawes
Building Maintenance (Originator)
Hal Hawes
County Judge Exec Asst.
Form Started By: Wendy Danzoy
Final Approval Date: 03/25/2021

Reviewed By

Hal Hawes
Wendy Danzoy
Hal Hawes
Andrea Schiele

Date

03/24/2021 09:03 AM
03/24/2021 10:47 AM
03/24/2021 11:08 AM
03/25/2021 09:00 AM
Started On: 03/24/2021 07:39 AM

AIA Document G701™ – 2017

Change Order

PROJECT: (Name and address)
Williamson County
Annex Renovation
301 SE Inner Loop
Georgetown, TX 78626

CONTRACT INFORMATION:
Contract For: General Construction
Date: 1/13/20

CHANGE ORDER INFORMATION:
Change Order Number: 042
Date: 3/19/2021

OWNER: (Name and address)
Williamson County, Texas
710 Main Street, Suite 101
Georgetown, TX 78626

ARCHITECT: (Name and address)
KGA Architecture
1701 Directors Boulevard, Ste. 770
Austin, Tx 78744

CONTRACTOR: (Name and address)
J.T. Vaughn Construction, LLC
10355 Westpark Drive
Houston, TX 77042

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Change Order No. 004 includes the Change Proposal 47 for Vaughn Project No. 2791-01.
CP-41 - Provide installation of materials for Garage Door Opener

The original Contract Sum was	\$	3,761,000.00
The net change by previously authorized Change Orders	\$	128,185.00
The Contract Sum prior to this Change Order was	\$	3,889,185.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	3,889,185.00

The Contract Time will be increased by Seven (07) days.
The new date of Substantial Completion will be 07/05/2021

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

KGA Architecture

ARCHITECT (Firm name)

SIGNATURE

Luma Jaffar

PRINTED NAME AND TITLE

DATE

J.T. Vaughn Construction LLC

CONTRACTOR (Firm name)

SIGNATURE

Mike Simpson

PRINTED NAME AND TITLE

DATE

Williamson County, Texas

OWNER (Firm name)

SIGNATURE

DWAYNE GOSSETT

PRINTED NAME AND TITLE

DATE

Carmen Gust

From: Dwayne Gossett <DGossett@wilco.org>
Sent: Monday, February 22, 2021 2:37 PM
To: Carmen Gust
Cc: Doug Boram
Subject: RE: Wilco Annex Renovation - Time Extension Request

– External Email –

I will need a cp for this

Dwayne Gossett
Project Manager



3101 SE Inner Loop
Georgetown, TX 78626

512-943-1611 Office

Surveys can be completed at: [Customer Feedback](#)

Should you need Facility Maintenance Services please submit a work order at: <http://service.wilco.org/request/default.aspx>

NOTICE OF CONFIDENTIALITY: The information in this communication is confidential and intended only for the exclusive use of the addressee. The copying, distribution, or other use of this communication by the addressee or any other person or entity is prohibited. If you have received this communication by mistake, please notify the sender immediately and destroy all forms of this communication.

From: Carmen Gust <CGust@vaughnconstruction.com>
Sent: Monday, February 22, 2021 1:10 PM
To: Dwayne Gossett <DGossett@wilco.org>
Cc: Doug Boram <dougboram@vaughnconstruction.com>
Subject: Wilco Annex Renovation - Time Extension Request

EXTERNAL email: Exercise caution when opening.

Dwayne,

Vaughn would like to request a **7-day time extension** to our Wilco Annex Renovation contract due to the weather conditions that we had during last week, starting on Friday 2/12/2021 through Sunday 2/21/2021.

Thanks,

Carmen Gust
6604 N. Lamar | Austin, TX 78752



301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

October 26, 2020

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

Re: Annex Renovation

Job No: 279101

Subj: Change Proposal No. 279101-0041

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$911 (nine hundred eleven) dollars to provide installation of conduit, wire, and associated materials to power the Garage Door Opener for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION


Doug Boram

Attachments: Form B and Backup

CC:

FORM B

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0041

QUOTATION :

<u>Item</u>	<u>Labor</u>	<u>Materials</u>	<u>Subs</u>	<u>Total</u>
Installation of conduit, wire, and associated materials to power the Garage Door Opener.	\$0.00	\$0.00	\$818.00	\$818.00

Totals	\$0.00	\$0.00	\$818.00	\$818.00
--------	--------	--------	----------	----------

Insurance, Tax, Benefits on Labor	\$0.00
-----------------------------------	--------

Overhead	\$0.00
----------	--------

Fee on Subs	\$81.80
-------------	---------

Fee on JTV	\$0.00
------------	--------

Bond	\$11.39
------	---------

Remodel Tax	\$0.00
-------------	--------

TOTAL	\$911.19
-------	----------

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 10/26/2020

Accepted

VAUGHN CONSTRUCTION

By:

Wayne Jones

By:

Doug Boram

Date

10-29-2020

Proposal Valid for 10 Days



Doyle Electric, LLC
917 Sixth St
Marble Falls, Texas 78654
Phone: 512-743-5534

Request for Change Order

10/23/2020

TO:

Vaughn Construction
Doug Boram
Houston, Texas 77042

JOB:

Project: Annex Renovation
301 SE Inner Loop #109
Georgetown, TX 78626

Change Order Number: 552 – 43

CHANGE ORDER INFORMATION: Includes Powe for Garage Door Opener

WORK DESCRIPTION: Includes the installation of conduit, wire, and associated materials to power the Garage Door Opener

The total amount of this Change Order is: **\$818.00**

Total Number of Working Days: 1

Exclusions:

- Overtime
- Tax
- Sheetrock Cutting, or Repair
- Paint
- Grid Repair
- Schedule Delays

Sincerely,

Dustin Doyle

Dustin Doyle
Doyle Electric, LLC
512-743-5534

Item#	Description	Qty	Price	Price Unit	Ext Price	Labor	Labor Unit	Ext Labor
1001	3/4" EMT	90.00	139.54	C	125.59	5.00	C	4.50
1445	3/4" Set Screw Steel Conn	2.00	381.23	C	7.62	0.10	E	0.20
1545	3/4" Set Screw Steel Cplg	8.00	368.95	C	29.52	0.12	E	0.96
2339	3/4" 1-Hole Strap	10.00	48.21	C	4.82	4.00	C	0.40
2469	4" Square Box (1/2 & 3/4 KO's)	1.00	5.95	C	5.95	0.30	E	0.30
2660	#12 THHN CU Stranded Wire	282.00	174.15	M	49.11	6.00	M	1.69
4409	#14-12-10 Wire Termination Labor	3.00	0.00	E	0.00	0.18	E	0.54
5079	4" Square Flat Blank Cover	1.00	1.02	C	1.02	0.12	E	0.12
6133	Red Wirenuts	6.00	145.79	M	0.87	3.50	C	0.21
7114	Ground Screw with Bare Pigtail	1.00	265.76	C	2.66	2.00	C	0.02
					227.16			8.94

Change Order Summary			
Material Total		\$227.16	
Electrician Hours		4.47	
Electrician per Hour with Burden		\$35.03	
Overtime Electrician Hours		N/A	
OT Electrician per Hour with Burden		N/A	
Superintendent Hours		4.47	
Superintendent per Hour with Burden		\$59.85	
OT Superintendent Hours		N/A	
OT Superintendent per Hour with Burden		N/A	
Contingibles (6% of material)		\$13.63	
Project Management (5% of labor)		\$21.21	
Safety (\$0.50 per labor hour)		\$2.47	
Equipment		\$0.00	
Subcontractor		\$0.00	
Direct Costs Subtotals		\$39.31	
Total Costs Subtotal		\$69.38	
Overhead & Profit (15%)		\$103.59	
Bond (3%)		\$23.83	
CHANGE ORDER TOTAL		\$818	

REQUEST FOR INFORMATION



301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

RFI NO: 132

To: Luma Jaffar
KGA Architecture
1701 Directors Blvd., Ste. 770
Austin, TX 78744
Phone: (512) 441-8200

From: Jarvis Brawley

Date: 10/12/2020

Required By: 10/12/2020

Owner: Williamson County, Texas

Job No : 279101

Project: Annex Renovation
301 SE Inner Loop #109
Georgetown, TX 78626

Re: Circuit Location For Motorized Overhead Door

Spec. Section:

Drawing Number: A1.02, E3.02

Other Reference: See attached sketch

Question:

Drawing A1.02 calls for opening 403A to be a motorized overhead door. This will require a dedicated circuit, however drawing E3.02 does not indicate that. Please confirm we are to utilize the closest spare circuit.

Answer:

As suggested, the closest dedicated spare circuit matching the door electrical requirements is acceptable. Panels in Electrical 113 are most likely the closest location. Provide final circuiting of all devices on record drawings.

Donald Smith, P.E.
Agnew Associates (F-1005)
10/26/20

Very truly yours,

VAUGHN CONSTRUCTION

Attachments:

CC:

REQUEST FOR INFORMATION



301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

RFI NO: 132

To: Luma Jaffar
KGA Architecture
1701 Directors Blvd., Ste. 770
Austin, TX 78744
Phone: (512) 441-8200
Fax:

From: Jarvis Brawley

Date: 10/12/2020

Required By: 10/12/2020

Owner: Williamson County, Texas

Job No : 279101

Project: Annex Renovation
301 SE Inner Loop #109
Georgetown, TX 78626

Re: Circuit Location For Motorized Overhead Door

Spec. Section:

Drawing Number: A1.02, E3.02

Other Reference: See attached sketch

Question:

Drawing A1.02 calls for opening 403A to be a motorized overhead door. This will require a dedicated circuit, however drawing E3.02 does not indicate that. Please confirm we are to utilize the closest spare circuit.

Answer:

As suggested, the closest dedicated spare circuit matching the door electrical requirements is acceptable. Panels in Electrical 113 are most likely the closest location. Provide final circuiting of all devices on record drawings.

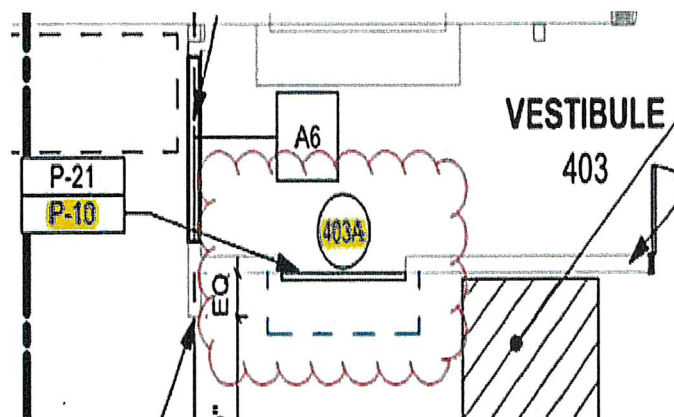
Donald Smith, P.E.
Agnew Associates (F-1005)
10/26/20

Very truly yours,

VAUGHN CONSTRUCTION

Attachments:

CC:



2791-01 Wilco Annex Renovation Funds Tracking Log

CP #	Description	Date Submitted	Date Returned	Amount	Days Added	Owners Contingency Remaining
1	Credit for Taking Security Scope from Contract	3/2/2020	4/22/2020	\$ (195,667.00)	0	\$ 190,000.00
2	Changes associated with ASI 1	3/18/2020	4/22/2020	\$ 9,995.00	6	\$ 180,005.00
3	Various Framing/Sheet Rock Changes Per RFI's 41, 51, 52 and 54	3/26/2020	4/22/2020	\$ 1,905.00	0	\$ 178,100.00
4	Sprinkler System changes per RFI 49 and ASI 002	3/30/2020	6/9/2020	\$ 121,178.00	59	\$ 56,922.00
5	Bring existing water heater up to code per RFI 045	3/31/2020	4/22/2020	\$ 3,218.00	0	\$ 53,704.00
6	Various Electrical Changes per RFI's 1, 5, 6, 23, 30, 31, 32, 34	4/2/2020	5/5/2020	\$ 9,726.00	26	\$ 43,978.00
7	sawcut, excavate and tie in drain line per RFI 65	5/8/2020	5/11/2020	\$ 7,164.00	0	\$ 36,814.00
8	sawcut and relocate electrical conduit and domestic water line into Receptions wall per RFI 6R	5/8/2020	5/11/2020	\$ 4,504.00	0	\$ 32,310.00
9	Add Unistrut and All thread system to support soffit in Voting Room 101 - Per RFI 50	5/8/2020	5/11/2020	\$ 3,023.00	0	\$ 29,287.00
10	Material and labor to cut out and re-caulk the gray sealant with aluminum stone sealant	5/11/2020	5/19/2020	\$ 855.00	0	\$ 28,432.00
11	Adding (2) 42 Circuit panels, 75KVA Transformer, and Demo (1) 24 Circuit panel	6/2/2020	6/4/2020	\$ 19,578.00	8	\$ 8,854.00
12	Additional framing for recessed projector screens	6/10/2020	6/10/2020	\$ 1,671.00	0	\$ 7,183.00
13	Unneeded electrical scope at the Annex and Radio Shop	6/11/2020	7/9/2020	\$ (1,990.00)	0	\$ 9,173.00
County Added Contingency Funds \$150,000						\$ 159,173.00
14	Paint existing gas pipe on roof	6/22/2020	7/15/2020	\$ 5,179.00	0	\$ 153,994.00
15	A/V and Data Changes	7/7/2020	7/9/2020	\$ 3,042.00	0	\$ 150,952.00
16	Open Office 602 Ceiling	7/7/2020	7/9/2020	\$ 15,965.00	0	\$ 134,987.00
17	Installation of (1) Pendant Light, and Demo of Control Panel	7/24/2020	7/24/2020	\$ 1,091.00	0	\$ 133,896.00
18	Install a new wall mounted wire rack in IT Supply Closet 806	8/3/2020	8/11/2020	\$ 1,225.00	0	\$ 132,671.00
19	Removal of metal panels and finishing of Kitchen 609 wall	8/3/2020	8/11/2020	\$ 1,288.00	0	\$ 131,383.00
20	Credit for accepting alternate carpet flooring at Annex	8/3/2020	8/11/2020	\$ (6,000.00)	0	\$ 137,383.00
21	Provide 8 data drops to the modular furniture in Open Office 501 per RFI 35	8/6/2020	8/11/2020	\$ 4,511.00	0	\$ 132,872.00
22	Provide and install sound insulation to Offices 707 and 708	8/12/2020	8/19/2020	\$ 781.00	0	\$ 132,091.00

23	Saw cutting and pour back across roundabout to feed the pole light, flag fixtures, and associated materials.	8/12/2020	8/19/2020	\$ 5,766.00	0	\$ 126,325.00
24	provide Carpet and Base in Storage 800 and 501B per RFI 94	8/18/2020	8/19/2020	\$ 4,124.00	0	\$ 122,201.00
25	provide demolish fabric duct sock and install new spiral duct work and diffusers and supplies in Work Room 300B and 300C	8/19/2020	8/19/2020	\$ 4,763.00	0	\$ 117,438.00
26	Demolition of Plan West Wall in Work Rooms 300B and 300C	8/24/2020	9/8/2020	\$ 2,444.00	0	\$ 114,994.00
27	Demolition and Re-Work of Conference Room 301	8/24/2020	9/8/2020	\$ 3,940.00	0	\$ 111,054.00
28	Infill of cased opening in Elections Storage per RFI 104	8/28/2020	9/8/2020	\$ 535.00	0	\$ 110,519.00
29	Demo and reframing of the plan south wall of the IT Training 300A per RFI 106	9/3/2020	9/8/2020	\$ 2,890.00	0	\$ 107,629.00
30	Drop ceiling in Small Parts Room 104 per RFI 119	9/11/2020	9/22/2020	\$ 613.00	0	\$ 107,016.00
31	Electrical revisions per RFIs 109 and 116	9/11/2020	9/22/2020	\$ 964.00	0	\$ 106,052.00
32	Electrical revisions per RFI 110	9/11/2020	9/22/2020	\$ 5,095.00	0	\$ 100,957.00
33	Two 60 ft Finelite sections in Open Office 200 per ASI #05	9/17/2020	9/17/2020	\$ 29,511.00	0	\$ 71,446.00
34	Lighting controls in workrooms 300B and 300C	10/2/2020	10/29/2020	\$ 3,277.00	0	\$ 68,169.00
35	Relocation of 3 "A" fixtures in Elections Storage 409	10/2/2020	10/29/2020	\$ 1,006.00	0	\$ 67,163.00
36	Dimmer Switch in Shared Office 612 per RFI 131	10/5/2020	10/29/2020	\$ 726.00	0	\$ 66,437.00
37	Fire Alarm Conflict w/ Pallet Racks	10/15/2020	10/29/2020	\$ 2,407.00	0	\$ 64,030.00
38	Door Infills at Conference Room 1004 and General Office 1000	10/20/2020	10/29/2020	\$ 418.00	0	\$ 63,612.00
39	(23) Exit Signs	10/22/2020	10/23/2020	\$ 13,957.00	0	\$ 49,655.00
40	Fire Pump (JCI)	10/23/2020	10/29/2020	\$ 7,823.00	0	\$ 41,832.00
41	Overhead Door (Electrical)	10/26/2020	10/29/2020	\$ 911.00	0	\$ 40,921.00
42	Reception 110 Window Counter Ext.	11/3/2020	11/25/2020	\$ 1,699.00	0	\$ 39,222.00
43	Frames For Bullet Resistant Glass	11/3/2020	VOID	\$ -	0	\$ 39,222.00
44	Weekend Work for Front Door	11/3/2020	11/25/2020	\$ 897.00	0	\$ 38,325.00
45	Demo/Install (2) Pendant Lights	11/18/2020	11/25/2020	\$ 1,693.00	0	\$ 36,632.00
46	ASI 6 - Jan Closet	12/14/2020	12/23/2020	\$ 20,484.00	60	\$ 17,841.00
	OCO-042				7	\$ 36,632.00
T				\$ 128,185.00	166	\$ 16,148.00

Initial Contract Amount	\$3,761,000.00
New Contract Amount	\$3,889,185.00
Initial Completion Date	11/13/2020
New Completion Date	7/5/2021

NTP	1/13/2020
Contract Days (Calendar Days)	305
Substantial Completion Date	11/13/2020
Added Days (Workdays)	166
New Substantial Completion Date	7/5/2021

Commissioners Court - Regular Session**17.****Meeting Date:** 03/30/2021

Inner Loop Annex (P434) SWA#2 to WA#1 for KGA Architecture

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

Information**Agenda Item**

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Inner Loop Annex Project (P434) KGA Architecture Supplemental Work Authorization #2 to Work Authorization #1 for a time extension of 15 months, to expire on December 31, 2021.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

KGA SWA#2 to WA#1 Inner Loop

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Building Maintenance (Originator)

Form Started By: Wendy Danzoy

Final Approval Date: 03/25/2021

Reviewed By

Hal Hawes

Andrea Schiele

Wendy Danzoy

Date

03/24/2021 09:03 AM

03/25/2021 09:00 AM

03/25/2021 11:39 AM

Started On: 03/24/2021 07:43 AM



**SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 1**

PROJECT: Inner Loop Annex Modifications (P434) ("Project")

ARCHITECT/

ENGINEER:

KG A Architecture, Inc. ("A/E")

Richard Romito, Partner

1701 Directors Blvd, Suite 770

Austin, Texas 78744

COUNTY'S DESIGNATED

REPRESENTATIVE:

Williamson County Facilities Department

Attn: Director of Facilities

3101 SE Inner Loop

Georgetown, Texas 78626

THIS SUPPLEMENTAL WORK AUTHORIZATION NO. 2 TO WORK AUTHORIZATION NO. 1, is made pursuant to the terms and conditions of the Agreement for Architectural and Engineering Services dated **August 29, 2018**, and becomes effective as of the latest date of the signatories indicated at the conclusion of this document and all attachments (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

ARTICLE 1

The Design and Engineering Services provided by A/E under the Work Authorization remain unchanged.

ARTICLE 2

The maximum amount payable to A/E for Basic Services under the Work Authorization remains unchanged. Payment to A/E for the services established under this Supplemental Work Authorization shall be made in accordance with the Agreement.

ARTICLE 3

The above referenced Work Authorization termination date shall be modified to 12/31/2021. The Design and Engineering Services set forth in of the Work Authorization shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization.

ARTICLE 4

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

ARTICLE 5

This Supplemental Work Authorization does not affect the status of any previous Supplemental Work Authorizations related to this Work Authorization.

ARTICLE 6

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

ARTICLE 7

This Supplemental Work Authorization is hereby accepted and acknowledged below.

A/E:

COUNTY:

KGA Architecture, Inc.

Williamson County, Texas

By: 
Signature

By: _____
Signature

James C. Lord II
Printed Name

Printed Name

Partner, President/CEO
Title

Title

Date Signed: March 25, 2021

Date Signed: _____

Commissioners Court - Regular Session**18.****Meeting Date:** 03/30/2021

Alliance 1711-206 WA7 SA1 Chandler Creek Sub

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards,
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 7 under Williamson County Contract between Alliance Transportation Group and Williamson County dated March 6, 2018 for Engineering Design Services for Drainage Improvements in Chandler Creek Subdivision Sections 6A, 6B and 6C. Funding source: P488

Background

This supplemental is to extend the expiration date to June 30, 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Alliance 1711-206 WA7 SA1 Chandler Creek Sub

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 03/23/2021

Reviewed By

Hal Hawes

Andrea Schiele

Date

03/23/2021 10:02 AM

03/23/2021 06:30 PM

Started On: 03/23/2021 09:09 AM

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 7

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Engineering Design Services for Drainage Improvements in Chandler Creek Subdivision
Sections 6A, 6B and 6C

This Supplemental Work Authorization No. 1 to Work Authorization No. 7 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 6, 2018 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Transportation Group (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 7 dated effective May 14, 2019 (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The above referenced Work Authorization termination date shall be modified to June 30, 2021. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Firm that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM:

By: _____

Signature

Clinton Jumper, P.E., PTOE

Printed Name

Vice President

Title

3/23/2021

Date

COUNTY:

By: _____

Signature

Bill Gravell, Jr.

Printed Name

Williamson County Judge

Title

Date

Attachment C - Work Schedule

Alliance Transportation Group will provide a work schedule for the assigned tasks

Commissioners Court - Regular Session**19.****Meeting Date:** 03/30/2021

Alliance 1711-206 WA6 SA1 Live Oak Sub

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards,
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 6 under Williamson County Contract between Alliance Transportation Group and Williamson County dated March 6, 2018 for Engineering Design Services for Drainage Improvements in Live Oak Subdivision. Funding source: P487.

Background

This supplemental is to extend the expiration date to September 30, 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Alliance 1711-206 WA6 SA1 Live Oak Sub

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 03/23/2021

Reviewed By

Hal Hawes

Andrea Schiele

Date

03/23/2021 11:20 AM

03/23/2021 06:36 PM

Started On: 03/23/2021 10:40 AM

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 6

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Engineering Design Services for Drainage Improvements in Live Oak Subdivision

This Supplemental Work Authorization No. 1 to Work Authorization No. 6 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 6, 2018 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Transportation Group (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 6 dated effective March 26, 2019 (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The above referenced Work Authorization termination date shall be modified to September 30, 2021. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).


County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Firm that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM:

By: _____
Signature

Clinton Jumper, P.E., PTOE
Printed Name

Vice President
Title

3/23/2021
Date

COUNTY:

By: _____
Signature

Bill Gravell, Jr.
Printed Name

Williamson County Judge
Title

Date

Attachment C - Work Schedule

Alliance Transportation Group will provide a work schedule for the assigned tasks

Commissioners Court - Regular Session**20.****Meeting Date:** 03/30/2021

Rifeline 1812-284 WA5 SA3 Subdivision Regulations

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards,
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 5 under Williamson County Contract between Rifeline LLC and Williamson County dated March 26, 2019 for Subdivision Regulations. Funding source: 01.0200.0210.004100.

Background

This supplemental is to extend the expiration date to March 12, 2022.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Rifeline 1812-284 WA5 SA3 Subdivision Regulations

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 03/25/2021

Reviewed By

Hal Hawes

Andrea Schiele

Date

03/25/2021 08:51 AM

03/25/2021 09:11 AM

Started On: 03/24/2021 03:34 PM

SUPPLEMENTAL NO. 3
TO
WORK AUTHORIZATION NO. 5
SUBDIVISION REGULATIONS

This Work Authorization (“WA”) is made pursuant to the terms and conditions of the Public Involvement Services Agreement executed by and between Williamson County, Texas (“County”) and Rifeline, LLC (“Firm”) on March 26, 2019 (“Agreement”) and describes the particular Services that shall be provided to County by Firm hereunder.

1. Primary Services to Be Provided by Firm to County:

Firm shall provide the following Services:

The Firm will provide the following public involvement services for Subdivision Regulations: Develop annotated agenda, email notifications and updates, meeting summary report including comments and questions compilation, maintain stakeholder database, coordinate logistics for subcommittee meeting, facilitate subcommittee meeting, engage with stakeholders through phone and email, review and edit subcommittee meeting presentation slides, and participate in coordination meetings.

2. County's Responsibilities (if applicable):

County shall provide the following:

The County will provide direction to the public involvement team, availability for meetings as necessary, preparation of strategy and materials.

3. Compensation Specific to this WA:

The maximum amount of compensation payable for Services under this WA without modification is \$20,005.00.

4. Expenses Specific to this WA (if applicable):

The County will pay the Firm up to a maximum amount of \$3,000.00 for expenses actually incurred during the performance of the Services to be performed under this WA.

5. Payment Terms:

All invoices are due and payable in accordance with the terms of the Agreement.

6. Time for Performance Specific to this WA:

The Services to be performed under this WA shall be completed on or before March 12, 2022.

7. Incorporation by Reference; Conflicting Terms and Conditions:

All terms and conditions of the Agreement are hereby incorporated herein by reference as though they were fully set forth herein. To the extent that any of the terms and conditions of the Agreement conflict with the terms and conditions of this WA, the terms and conditions of the Agreement shall control unless this WA specifically states that the parties intend to modify a specific term or condition of

the Agreement.

WITNESS WHEREOF each County and Firm has caused its authorized representatives to execute and deliver this WA effective as of the date of _____.

RIFELINE, LLC

BY: _____ 

NAME: _____ Lynda Rife

TITLE: _____ President

DATE: _____ 03/23/2021

WILLIAMSON COUNTY, TEXAS

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Commissioners Court - Regular Session**21.****Meeting Date:** 03/30/2021

Dunaway 1904-314 WA1 SA1 Cave Void Closure

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards,
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between Dunaway Associates and Williamson County dated September 10, 2019 for Structural Engineering Services Cave Void Closure Plans. Funding source: 01.0200.0210.004160.

Background

This supplemental is to extend the expiration date to March 31, 2022.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Dunaway 1904-314 WA1 SA1 Cave Void Closure

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 03/25/2021

Reviewed By

Hal Hawes

Andrea Schiele

Date

03/25/2021 08:51 AM

03/25/2021 09:13 AM

Started On: 03/24/2021 03:43 PM

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Structural Engineering Services Cave Void Closure Plans

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated September 10, 2019 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Dunaway Associates (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 1 dated effective September 10, 2019 (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The above referenced Work Authorization termination date shall be modified to March 31, 2022. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Firm that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM:

By: _____
Signature

Ross H. Eubanks

Printed Name

Chief Revenue Officer

Title

March 24, 2021

Date

COUNTY:

By: _____
Signature

Bill Gravell, Jr.

Printed Name

Williamson County Judge

Title

Date

Attachment C - Work Schedule

Dunaway & Associates will provide a work schedule for the assigned tasks

Commissioners Court - Regular Session**22.****Meeting Date:** 03/30/2021

Final plat for the Cool Water Phase 1 subdivision – Pct 3

Submitted For: Terron Evertson**Submitted By:** Adam Boatright,
Infrastructure
Division: Road & Bridge**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Cool Water Phase 1 subdivision – Precinct 3.

Background

This subdivision is the first section of the Cool Water development. It consists of 179 single family lots, 1 open space/drainage lot, 6 landscape lots, 2 landscape/drainage lots, 1 open space lot and 7,558 feet of new public roads. Roadway and drainage construction has been completed.

Timeline

2021-01-22 – initial submittal of the final plat
2021-02-19 – 1st review complete with comments
2021-03-11 – 2nd submittal of final plat
2021-03-19 – 2nd review complete with comments
2021-03-22 – 3rd submittal of final plat with signatures
2021-03-22 – roadway and drainage construction completed
2021-03-23 – 3rd review complete with comments clear
2021-03-25 – final plat placed on the March 30, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Final Plat - Cool Water Ph 1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 03/25/2021

Reviewed By

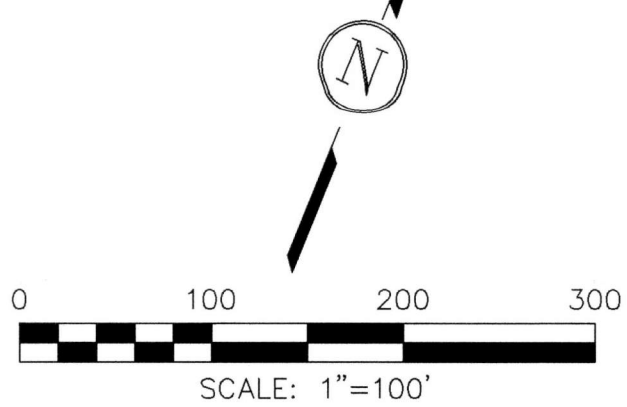
Andrea Schiele

Date

03/25/2021 11:45 AM

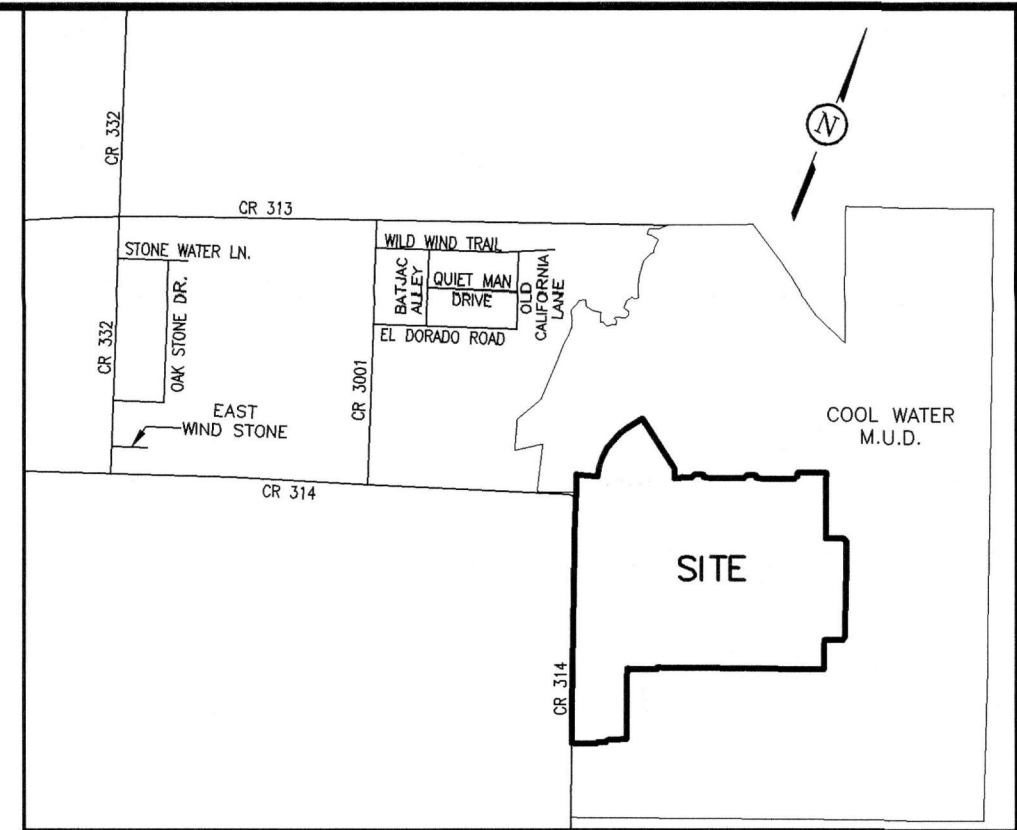
Started On: 03/25/2021 09:22 AM

FINAL PLAT COOL WATER PHASE 1

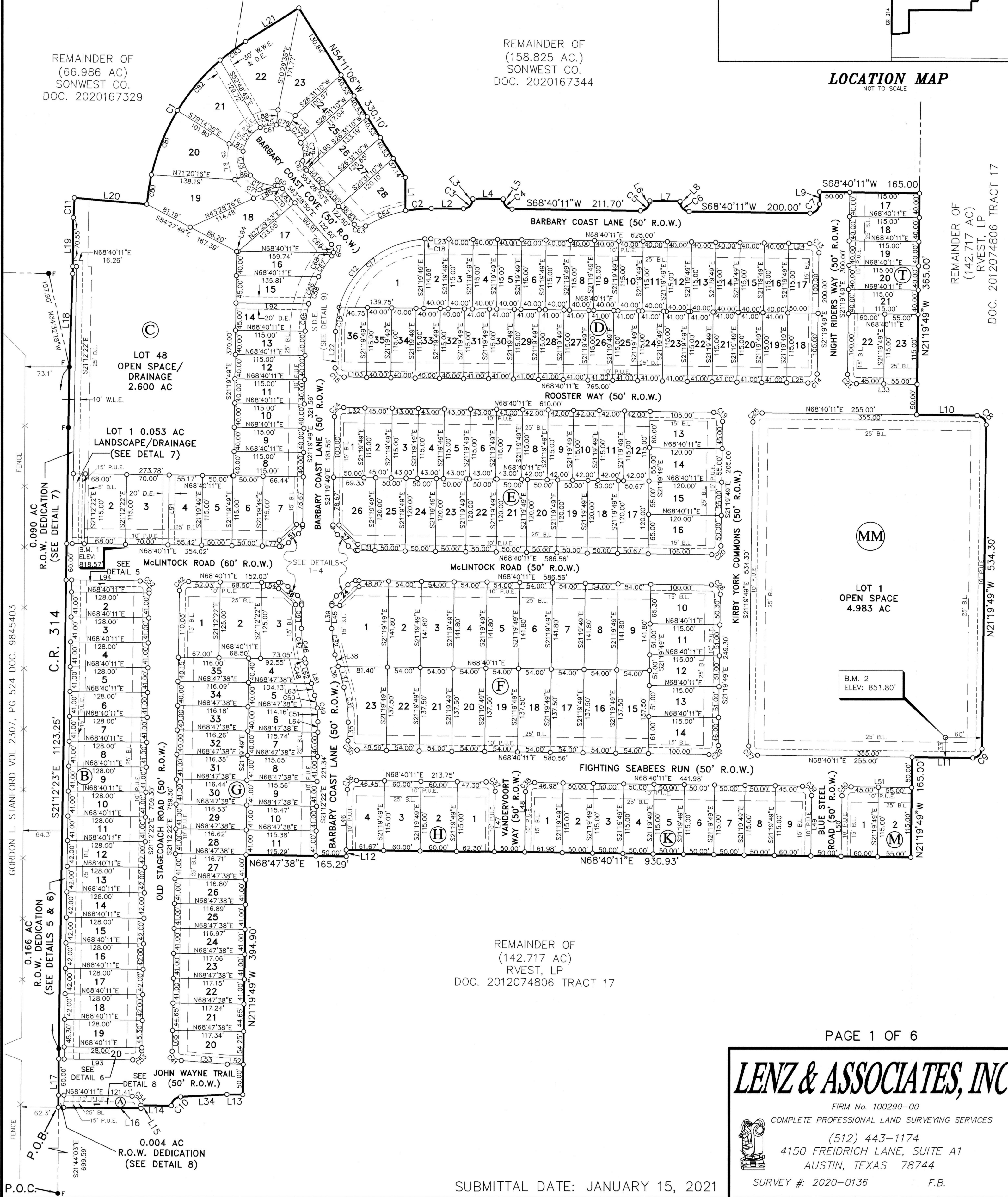


REMAINDER OF
(66.986 AC.)
SONWEST CO.
DOC. 2020167329

REMAINDER OF
(158.825 AC.)
SONWEST CO.
DOC. 2020167344



LOCATION MAP
NOT TO SCALE



REMAINDER OF
(142.717 AC.)
RVEST, LP
DOC. 2012074806 TRACT 17

PAGE 1 OF 6

LENZ & ASSOCIATES, INC.

FIRM No. 100290-00

COMPLETE PROFESSIONAL LAND SURVEYING SERVICES

(512) 443-1174

4150 FREIDRICH LANE, SUITE A1

AUSTIN, TEXAS 78744

SURVEY #: 2020-0136

F.B.

SUBMITTAL DATE: JANUARY 15, 2021

FINAL PLAT COOL WATER PHASE 1

LEGAL DESCRIPTION:
40.716 ACRES OUT OF THE W. BRYAN
SURVEY, ABSTRACT NO. A-108,
WILLIAMSON COUNTY, TEXAS

OWNER:
SONWEST CO.
3939 BEE CAVE ROAD, SUITE C-100
AUSTIN, TEXAS 78746

ENGINEER:
MICHAEL S. FISHER, P.E.
PAPE-DAWSON ENGINEERS, INC.
FIRM No. 470
10801 NORTH MOPAC EXPRESSWAY
BUILDING 3, SUITE 200
AUSTIN, TEXAS 78759
PH: (512) 454-8711

SURVEYOR:
TIMOTHY A. LENZ, R.P.L.S.
LENZ & ASSOCIATES, INC.
FIRM NO. 100290-00
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
PH: (512) 443-1174

SITE BENCHMARK #1
SQUARE CHISELED ON INLET
ELEV: 818.57'

SITE BENCHMARK #2 - STEEL PIN
SET W/CAP MARKED LENZ &
ASSOC CONTROL, 33' NORTH OF
SOUTH LINE & 60' WEST OF EAST
LINE LOT 1, BLK MM.
ELEV. 851.80'

ELEVATIONS (NAVD88, GEOID 12A)

BEARING BASIS: THE TEXAS COORDINATE
SYSTEM OF 1983 (NAD83) CENTRAL ZONE.
DISTANCES ARE SURFACE. SURFACE TO
GRID COMBINED SCALE FACTOR 0.99988

ELEVATIONS ARE NAVD88 (GEOID 12A)

- LEGEND**
- CONCRETE MONUMENT FOUND
 - 1/2" STEEL PIN FOUND (UNLESS NOTED)
 - 1817 ● 1/2" STEEL PIN FOUND W/ CAP MARKED "RPLS 1817"
 - F ● 1/2" STEEL PIN FOUND W/ CAP MARKED "FOREST"
 - 1/2" STEEL PIN SET W/CAP MARKED "LENZ & ASSOC."
 - ⊙ PIPE FOUND
 - ▲ 60d NAIL FOUND AT FENCE CORNER
 - △ COMPUTED POINT
 - ⊞ MAILBOX CLUSTER
 - F ⊞ SPINDLE FOUND
 - S ⊞ SPINDLE SET
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - F/CO METAL FENCE CORNER POST
 - P.U.E. PUBLIC UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - W.W.E. WASTEWATER EASEMENT
 - W.L.E. WATERLINE EASEMENT
 - B.L. BUILDING LINE
 - (BRG.-DIST.) RECORD CALL
 - ① BLOCK LABEL
 - R.O.W. RIGHT-OF-WAY
 - S.D.E. SIGHT DISTANCE EASEMENT
 - W.C.A.D. WILLIAMSON CENTRAL APPRAISAL DISTRICT

LOT SUMMARY:

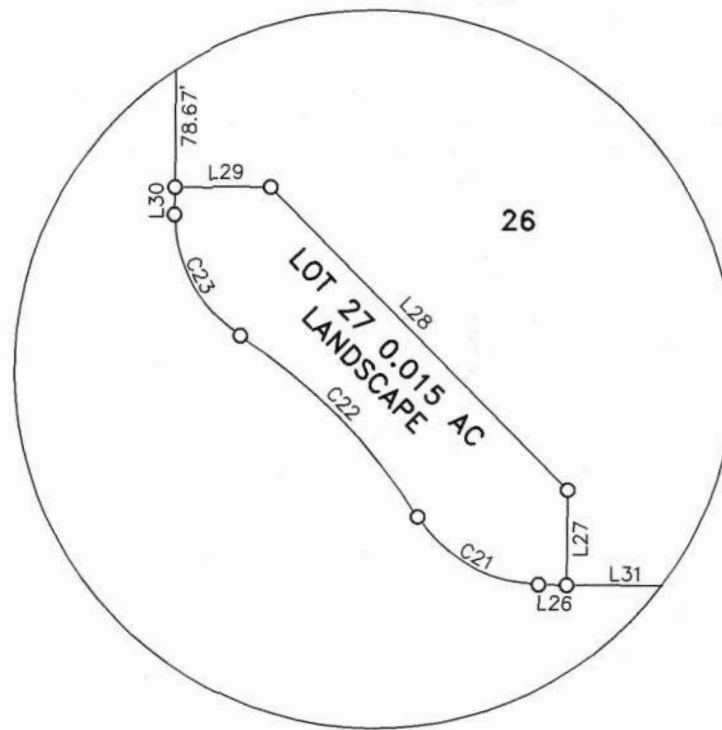
SINGLE FAMILY LOTS - 179
OPEN SPACE/DRAINAGE LOTS - 1
LANDSCAPE LOTS - 6
LANDSCAPE/DRAINAGE LOTS - 2
OPEN SPACE LOTS - 1
R.O.W. DEDICATION - 3

BUILDING SETBACKS:

FRONT STREET 25'
SIDE STREET 15'
REAR 10'
SIDE 5'

TOTAL LOTS - 192

DETAIL 1 (N.T.S.)



FINAL PLAT
COOL WATER PHASE 1

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N22°41'30"W	54.76'
L2	S68°40'11"W	53.30'
L3	S21°19'49"E	1.50'
L4	S68°40'11"W	50.00'
L5	N21°19'49"W	1.50'
L6	S21°19'49"E	1.50'
L7	S68°40'11"W	50.00'
L8	N21°19'49"W	1.50'
L9	S21°19'49"E	20.00'
L10	S68°40'11"W	100.00'
L11	N68°40'11"E	100.00'
L12	N21°08'48"W	10.46'
L13	N68°40'11"E	26.11'
L14	N68°35'43"E	50.00'
L15	N21°12'22"W	4.97'
L16	N68°38'34"E	136.26'
L17	S21°44'03"E	97.17'
L18	S20°06'20"E	153.63'
L19	S21°19'49"E	92.55'
L20	S72°55'15"W	120.00'
L21	S35°48'54"W	104.03'
L22	S21°19'49"E	60.00'
L23	N68°40'11"E	30.00'
L24	N68°40'11"E	35.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L25	N68°40'11"E	35.00'
L26	N68°40'11"E	2.89'
L27	S21°19'49"E	10.00'
L28	S66°19'49"E	44.31'
L29	N68°40'11"E	10.00'
L30	S21°19'49"E	2.89'
L31	S68°40'11"W	28.00'
L32	N68°40'11"E	35.00'
L33	N68°40'11"E	100.00'
L34	N64°55'49"E	76.66'
L35	N21°12'22"W	30.85'
L36	N37°22'30"W	56.03'
L37	N37°22'30"W	35.92'
L38	N37°22'30"W	20.11'
L39	N21°19'49"W	41.19'
L40	N21°19'49"W	2.89'
L41	N68°43'49"E	12.81'
L42	N23°40'11"E	44.29'
L43	N21°19'49"W	10.01'
L44	N68°40'11"E	5.69'
L45	N21°19'49"W	38.30'
L46	S21°12'22"E	100.03'
L47	S21°19'49"E	100.00'
L48	S21°19'49"E	100.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L49	S21°19'49"E	100.00'
L50	S21°19'49"E	100.00'
L51	N68°40'11"E	100.00'
L52	N68°40'11"E	26.11'
L53	N72°25'08"E	76.47'
L54	N68°40'11"E	28.05'
L55	S21°19'49"E	10.00'
L56	S68°32'12"E	38.76'
L57	N68°40'11"E	10.00'
L58	N68°40'11"E	3.44'
L59	S21°19'49"E	2.89'
L60	S21°19'49"E	41.19'
L61	S37°22'30"E	56.03'
L62	S37°22'30"E	35.73'
L63	S37°22'30"E	20.30'
L64	S21°12'22"E	17.34'
L65	S21°12'22"E	34.47'
L66	N68°40'11"E	9.16'
L67	S21°12'22"E	20.00'
L68	S21°12'22"E	5.03'
L69	N68°40'11"E	9.00'
L70	S21°13'18"E	20.00'
L71	S21°12'22"E	4.97'
L72	S21°12'22"E	789.30'

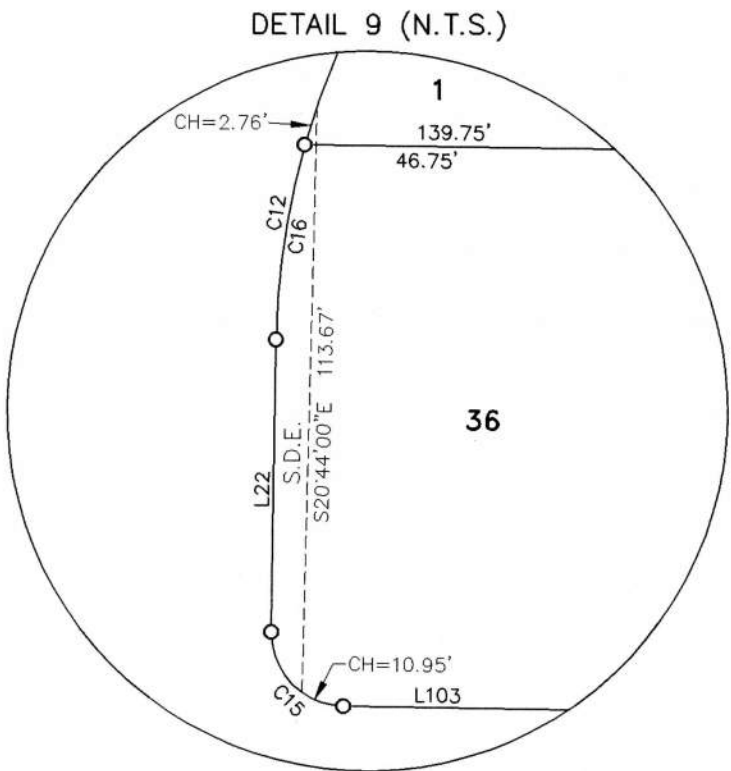
LINE TABLE		
LINE	BEARING	DISTANCE
L73	S21°44'03"E	20.06'
L74	S21°44'03"E	17.10'
L75	N68°40'11"E	20.00'
L76	N68°40'11"E	20.00'
L77	N68°40'11"E	28.00'
L78	S21°19'49"E	10.00'
L79	N25°52'34"E	38.76'
L80	N68°40'11"E	10.00'
L81	S21°19'49"E	2.89'
L82	N68°40'11"E	3.44'
L83	S63°28'50"E	31.70'
L84	N68°40'11"E	2.66'
L85	N40°34'57"E	45.21'
L86	N51°33'00"E	26.61'
L87	S84°10'08"E	26.10'
L88	S16°01'13"E	25.00'
L89	N07°03'13"E	25.00'
L90	S63°28'50"E	3.77'
L91	S21°12'22"E	115.00'
L92	N68°40'11"E	120.00'
L93	N68°40'11"E	122.03'
L94	N68°40'11"E	122.12'
L95	S21°12'23"E	772.20'
L96	N68°40'11"E	6.24'

LINE TABLE		
LINE	BEARING	DISTANCE
L97	N21°12'22"W	456.65'
L98	N68°40'11"E	9.16'
L99	S21°12'23"E	291.05'
L100	N68°40'11"E	9.00'
L101	S21°44'03"E	20.06'
L102	N68°38'34"E	9.00'
L103	N68°40'11"E	37.00'
L104	S21°19'49"E	12.00'

CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	53°18'13"	350.00'	325.61'	S09°09'48"W	314.00'
C2	11°52'59"	205.00'	42.52'	S62°43'42"W	42.44'
C3	90°00'00"	15.00'	23.56'	S23°40'11"W	21.21'
C4	90°00'00"	15.00'	23.56'	N66°19'49"W	21.21'
C5	90°00'00"	15.00'	23.56'	S23°40'11"W	21.21'
C6	90°00'00"	15.00'	23.56'	N66°19'49"W	21.21'
C7	90°00'00"	15.00'	23.56'	S23°40'11"W	21.21'
C8	90°00'00"	15.00'	23.56'	S66°19'49"E	21.21'
C9	90°00'00"	15.00'	23.56'	N23°40'11"E	21.21'
C10	89°52'33"	15.00'	23.53'	N23°43'55"E	21.19'
C11	3°56'47"	470.00'	32.37'	S19°21'26"E	32.37'
C12	90°00'00"	155.00'	243.47'	N23°40'11"E	219.20'
C13	90°00'00"	15.00'	23.56'	S66°19'49"E	21.21'
C14	90°00'00"	15.00'	23.56'	S23°40'11"W	21.21'
C15	90°00'00"	15.00'	23.56'	N66°19'49"W	21.21'
C16	14°57'19"	155.00'	40.46'	N13°51'10"W	40.34'
C17	71°20'44"	155.00'	193.01'	N29°17'52"E	180.78'
C18	3°41'57"	155.00'	10.01'	N66°49'13"E	10.01'
C19	90°00'00"	15.00'	23.56'	S66°19'49"E	21.21'
C20	90°00'00"	15.00'	23.56'	S23°40'11"W	21.21'
C21	57°46'09"	15.00'	15.12'	N82°26'45"W	14.49'
C22	25°32'17"	60.00'	26.74'	N66°19'49"W	26.52'
C23	57°46'09"	15.00'	15.12'	N50°12'53"W	14.49'
C24	90°00'00"	15.00'	23.56'	N23°40'11"E	21.21'
C25	90°00'00"	15.00'	23.56'	S66°19'49"E	21.21'
C26	90°00'00"	15.00'	23.56'	N23°40'11"E	21.21'
C27	90°00'00"	15.00'	23.56'	S66°19'49"E	21.21'
C28	90°00'00"	15.00'	23.56'	S66°19'49"E	21.21'

CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C29	90°00'00"	15.00'	23.56'	N23°40'11"E	21.21'
C30	90°07'27"	15.00'	23.59'	S66°16'05"E	21.24'
C31	16°10'08"	205.00'	57.85'	S29°17'26"E	57.66'
C32	16°02'41"	155.00'	43.41'	S29°21'09"E	43.26'
C33	57°46'09"	15.00'	15.12'	N07°33'15"E	14.49'
C34	25°32'17"	60.00'	26.74'	N23°40'11"E	26.52'
C35	57°46'09"	15.00'	15.12'	N39°47'07"E	14.49'
C36	89°52'33"	15.00'	23.53'	N23°43'55"E	21.19'
C37	90°00'00"	15.00'	23.56'	S66°19'49"E	21.21'
C38	90°00'00"	15.00'	23.56'	N23°40'11"E	21.21'
C39	90°00'00"	15.00'	23.56'	S66°19'49"E	21.21'
C40	90°00'00"	15.00'	23.56'	N23°40'11"E	21.21'
C41	90°07'27"	15.00'	23.59'	N66°16'05"W	21.24'
C42	89°52'33"	15.00'	23.53'	N23°43'55"E	21.19'
C43	53°07'48"	15.00'	13.91'	S84°45'55"E	13.42'
C44	20°53'57"	60.00'	21.89'	S68°38'59"E	21.76'
C45	57°46'09"	15.00'	15.12'	S50°12'53"E	14.49'
C46	16°02'41"	205.00'	57.41'	S29°21'09"E	57.22'
C47	14°13'24"	205.00'	50.89'	S28°26'31"E	50.76'
C48	1°49'17"	205.00'	6.52'	S36°27'51"E	6.52'
C49	16°10'08"	155.00'	43.74'	S29°17'26"E	43.60'
C50	7°45'48"	155.00'	21.00'	S33°29'36"E	20.99'
C51	8°24'20"	155.00'	22.74'	S25°24'32"E	22.72'
C52	90°07'27"	15.00'	23.59'	S66°16'05"E	21.24'
C53	89°52'33"	15.00'	23.53'	S23°43'55"W	21.19'
C54	90°07'27"	15.00'	23.59'	S66°16'05"E	21.24'
C55	53°07'48"	15.00'	13.91'	N42°06'17"E	13.42'
C56	20°53'57"	60.00'	21.89'	N25°59'21"E	21.76'

CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C57	57°46'09"	15.00'	15.12'	N07°33'15"E	14.49'
C58	37°22'28"	205.00'	133.72'	N02°38'36"W	131.36'
C59	79°31'28"	15.00'	20.82'	N23°43'06"W	19.19'
C60	52°01'12"	15.00'	13.62'	N89°29'26"W	13.16'
C61	284°02'25"	50.00'	247.87'	N26°31'10"E	61.54'
C62	52°01'12"	15.00'	13.62'	S37°28'13"E	13.16'
C63	79°31'28"	15.00'	20.82'	N76°45'27"E	19.19'
C64	19°47'30"	205.00'	70.81'	N46°53'28"E	70.46'
C65	12°40'51"	205.00'	45.37'	N14°59'25"W	45.28'
C66	13°21'41"	205.00'	47.81'	N01°58'09"W	47.70'
C67	11°19'57"	205.00'	40.55'	N10°22'40"E	40.48'
C68	23°42'31"	15.00'	6.21'	N04°11'22"E	6.16'
C69	55°48'57"	15.00'	14.61'	N35°34'21"W	14.04'
C70	33°36'16"	15.00'	8.80'	N80°16'58"W	8.67'
C71	18°24'56"	15.00'	4.82'	S73°42'26"W	4.80'
C72	52°19'50"	50.00'	45.67'	N89°20'07"W	44.10'
C73	48°28'22"	50.00'	42.30'	N38°56'01"W	41.05'
C74	57°27'21"	50.00'	50.14'	N14°01'51"E	48.07'
C75	31°13'15"	50.00'	27.25'	N58°22'09"E	26.91'
C76	23°04'26"	50.00'	20.14'	N85°31'00"E	20.00'
C77	36°55'53"	50.00'	32.23'	S64°28'51"E	31.67'
C78	34°33'17"	50.00'	30.15'	S28°44'16"E	29.70'
C79	52°01'12"	15.00'	13.62'	S37°28'13"E	13.16'
C80	8°04'58"	350.00'	49.38'	N13°26'50"W	49.33'
C81	18°48'13"	350.00'	114.87'	N00°00'14"W	114.35'
C82	17°54'11"	350.00'	109.36'	N18°20'58"E	108.92'
C83	8°30'50"	350.00'	52.01'	N31°33'29"E	51.96'



LENZ & ASSOCIATES, INC.
FIRM No. 100290-00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443-1174
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
SURVEY #: 2020-0136 F.B.

FINAL PLAT COOL WATER PHASE 1

FIELD NOTE DESCRIPTION OF 40.716 ACRES OF LAND OUT OF THE W. BRYAN SURVEY, ABSTRACT NO. 108, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 66.986 ACRE TRACT DESCRIBED IN A DEED TO SONWEST CO. RECORDED IN DOCUMENT NUMBER 2020167329 AND A PORTION OF THAT CERTAIN 158.825 ACRE TRACT DESCRIBED IN A DEED TO SONWEST CO. RECORDED IN DOCUMENT NUMBER 2020167344, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE SAID 40.716 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTE: ALL STEEL PINS SET CITED HEREIN ARE ½ INCH DIAMETER WITH CAP MARKED LENZ & ASSOC. BEARINGS CITED HEREIN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE.

COMMENCING AT A ½ INCH DIAMETER STEEL PIN FOUND WITH CAP MARKED FOREST ON THE EAST LINE OF COUNTY ROAD 314 AT THE SOUTHWEST CORNER OF THAT CERTAIN 142.717 ACRE TRACT DESCRIBED IN A DEED TO RVEST LP. RECORDED IN DOCUMENT NUMBER 2012074806 (TRACT 17) OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

THENCE, N 21°44'03" W, A DISTANCE OF 699.59 FEET ALONG THE EAST LINE OF COUNTY ROAD 314 AND WEST LINE OF THE SAID 142.717 ACRE RVEST LP TRACT TO A STEEL PIN SET FOR THE SOUTHWEST CORNER OF THE SAID 158.825 ACRE TRACT AND PLACE OF BEGINNING:

THENCE, THE FOLLOWING FORTY-TWO (42) COURSES AND DISTANCES:

- 1) N 68°38'34" E, 136.26 FEET TO A STEEL PIN SET;
- 2) N 21°12'22" W, 4.97 FEET TO A STEEL PIN SET;
- 3) N 68°35'43" E, 50.00 FEET TO A STEEL PIN SET;
- 4) WITH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°52'33", A RADIUS OF 15.00 FEET, AN ARC OF 23.53 FEET AND A CHORD BEARING AND DISTANCE OF N 23°43'55" E, 21.19 FEET TO A STEEL PIN SET;
- 5) N 64°55'49" E, 76.66 FEET TO A STEEL PIN SET;
- 6) N 68°40'11" E, 26.11 FEET TO A STEEL PIN SET;
- 7) N 21°19'49" W, 394.90 FEET TO A STEEL PIN SET;
- 8) N 68°47'38" E, 165.29 FEET TO A STEEL PIN SET;
- 9) N 21°08'48" W, 10.46 FEET TO A STEEL PIN SET;
- 10) N 68°40'11" E, 930.93 FEET TO A STEEL PIN SET;
- 11) N 21°19'49" W, 165.00 FEET TO A STEEL PIN SET;
- 12) N 68°40'11" E, 100.00 FEET TO A STEEL PIN SET;
- 13) WITH A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 15.00 FEET, AN ARC OF 23.56 FEET AND A CHORD BEARING AND DISTANCE OF N 23°40'11" E, 21.21 FEET TO A STEEL PIN SET;
- 14) N 21°19'49" W, 534.30 FEET TO A STEEL PIN SET;
- 15) WITH A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 15.00 FEET, AN ARC OF 23.56 FEET AND A CHORD BEARING AND DISTANCE OF N 66°19'49" W, 21.21 FEET TO A STEEL PIN SET;
- 16) S 68°40'11" W, 100.00 FEET TO A STEEL PIN SET;
- 17) N 21°19'49" W, 365.00 FEET TO A STEEL PIN SET;
- 18) S 68°40'11" W, 165.00 FEET TO A STEEL PIN SET;
- 19) S 21°19'49" E, 20.00 FEET TO A STEEL PIN SET;
- 20) WITH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 15.00 FEET, AN ARC OF 23.56 FEET AND A CHORD BEARING AND DISTANCE OF S 23°40'11" W, 21.21 FEET TO A STEEL PIN SET;
- 21) S 68°40'11" W, 200.00 FEET TO A STEEL PIN SET;

22) WITH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 15.00 FEET, AN ARC OF 23.56 FEET AND A CHORD BEARING AND DISTANCE OF N 66°19'49" W, 21.21 FEET TO A STEEL PIN SET;

23) N 21°19'49" W, 1.50 FEET TO A STEEL PIN SET;

24) S 68°40'11" W, 50.00 FEET TO A STEEL PIN SET;

25) S 21°19'49" E, 1.50 FEET TO A STEEL PIN SET;

26) WITH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 15.00 FEET, AN ARC OF 23.56 FEET AND A CHORD BEARING AND DISTANCE OF S 23°40'11" W, 21.21 FEET TO A STEEL PIN SET;

27) S 68°40'11" W, 211.70 FEET TO A STEEL PIN SET;

28) WITH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 15.00 FEET, AN ARC OF 23.56 FEET AND A CHORD BEARING AND DISTANCE OF N 66°19'49" W, 21.21 FEET TO A STEEL PIN SET;

29) N 21°19'49" W, 1.50 FEET TO A STEEL PIN SET;

30) S 68°40'11" W, 50.00 FEET TO A STEEL PIN SET;

31) S 21°19'49" E, 1.50 FEET TO A STEEL PIN SET;

32) WITH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 15.00 FEET, AN ARC OF 23.56 FEET AND A CHORD BEARING AND DISTANCE OF S 23°40'11" W, 21.21 FEET TO A STEEL PIN SET;

33) S 68°40'11" W, 53.30 FEET TO A STEEL PIN SET;

34) WITH A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 11°52'59", A RADIUS OF 205.00 FEET, AN ARC OF 42.52 FEET AND A CHORD BEARING AND DISTANCE IF S 62°43'42" W, 42.44 FEET TO A STEEL PIN SET;

35) N 22°41'30" W, 54.76 FEET TO A STEEL PIN SET;

36) N 54°11'06" W, 330.10 FEET TO A STEEL PIN SET;

37) S 35°48'54" W, 104.03 FEET TO A COMPUTED POINT;

38) WITH A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 53°18'13", A RADIUS OF 350.00 FEET, AN ARC OF 325.61 FEET AND A CHORD BEARING AND DISTANCE OF S 09°09'48" W, 314.00 FEET TO A STEEL PIN SET;

39) S 72°55'15" W, 120.00 FEET TO A STEEL PIN SET;

40) WITH A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 03°56'47", A RADIUS OF 470.00 FEET, AN ARC OF 32.37 FEET AND A CHORD BEARING AND DISTANCE OF S 19°21'26" E, 32.37 FEET TO A STEEL PIN SET;

41) S 21°19'49" E, 92.55 FEET TO A STEEL PIN SET;

42) S 20°06'20" E, 153.63 FEET TO A ½ INCH DIAMETER STEEL PIN FOUND WITH CAP MARKED FOREST ON THE EAST LINE OF COUNTY ROAD 314;

THENCE, ALONG THE EAST LINE OF COUNTY ROAD 314, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) S 21°12'23" E, AT 99.96 FEET PASSING A ½ INCH DIAMETER STEEL PIN FOUND WITH CAP MARKED FOREST AND CONTINUING FOR A TOTAL DISTANCE OF 1123.25 FEET TO A STEEL PIN SET;
- 2) S 21°44'03" E, 97.17 FEET TO THE PLACE OF BEGINNING, CONTAINING 40.716 ACRES OF LAND, MORE OR LESS.

PAGE 4 OF 6

LENZ & ASSOCIATES, INC.

FIRM No. 100290-00

COMPLETE PROFESSIONAL LAND SURVEYING SERVICES



(512) 443-1174
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744

SURVEY #: 2020-0136

F.B.

FINAL PLAT COOL WATER PHASE 1

NOTES:

- 1) THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES
- 2) A 10' WIDE UTILITY EASEMENT SHALL BE DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.
- 3) PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY REGULATORY AUTHORITIES
- 4) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
- 5) THIS SUBDIVISION IS NOT LOCATED WITHIN THE EDWARDS AQUIFER.
- 6) MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- 7) THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.
- 8) BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR APPLICABLE ORDINANCES.
- 9) DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
- 10) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
- 11) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
- 12) THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- 13) WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT.
- 14) WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.
- 15) ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE.
- 16) THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.
- 17) DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO CR 314 OR FUTURE ARTERIAL ROADWAYS.
- 18) IF ANY SIDEWALKS ARE CONSTRUCTED IN THIS SUBDIVISION, THEY WILL BE OWNED AND MAINTAINED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT.
- 19) ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- 20) CONSTRUCTION OF ANY IMPROVEMENTS ON ANY LOT IN THE SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR _____ AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- 21) IMPROVEMENTS WITHIN THE COUNTY RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS IS PROHIBITED WITHOUT AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
- 22) AN EASEMENT 3 FEET IN WIDTH IS HEREBY DEDICATED ALONG EACH INTERIOR SIDE LOT LINE AND EACH REAR LOT LINE FOR PUBLIC UTILITIES.
- 23) IN ORDER TO PROMOTE POSITIVE DRAINAGE AWAY FROM A STRUCTURE, FINISHED FLOOR ELEVATIONS SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2 INCH PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
- 24) THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
- 25) A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
- 26) NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF ADJACENT STREETS.

PAGE 5 OF 6

LENZ & ASSOCIATES, INC.

FIRM No. 100290-00

COMPLETE PROFESSIONAL LAND SURVEYING SERVICES

(512) 443-1174

4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744

SURVEY #: 2020-0136

F.B.




FINAL PLAT COOL WATER PHASE 1

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL PERSONS BY THESE PRESENTS:


THAT SONWEST CO., ACTING BY AND THROUGH ANDY BILGER, VICE PRESIDENT, SOLE OWNER OF THOSE CERTAIN TRACTS OF LAND SHOWN HEREON AND DESCRIBED IN DEEDS RECORDED IN DOCUMENT NO. 2020167344 AND 2020167329, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THOSE CERTAIN TRACTS OF LAND, AND DO HEREBY SUBDIVIDE THE PORTION OF THE SAID TRACTS 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 "COOL WATER PHASE 1"

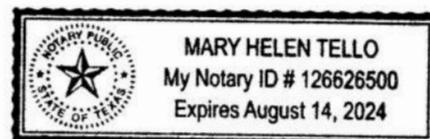
TO CERTIFY WHICH, WITNESS BY MY HAND THIS THE 17th DAY OF March, 2021


SONWEST CO.
BY: ANDY BILGER
3939 BEE CAVE ROAD, SUITE C-100
AUSTIN, TEXAS 78746

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 17th DAY OF March, 2021, A.D. BY ANDY BILGER ACTING IN THE CAPACITY HEREIN STATED.


NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES 08/14/2024




SURVEYOR'S CERTIFICATE

I, TIMOTHY A. LENZ, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY HEREON MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION. ALL CORNER MONUMENTS WERE FOUND OR SET AS SHOWN HEREON.


TIMOTHY A. LENZ DATE 3-17-2021
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4393
LENZ & ASSOCIATES, INC.
FIRM NO. 100290-00
4150 FRIEDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744



I, MICHAEL S. FISHER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE APPLICABLE ORDINANCE OF WILLIAMSON COUNTY, TEXAS AND THAT NO PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE 100 YEAR FLOOD PLAIN AS IDENTIFIED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48491C0150F DATED DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.


MICHAEL S. FISHER, P.E. DATE 3/17/21
REGISTERED PROFESSIONAL ENGINEER NO. 87704
PAPE-DAWSON ENGINEERS, INC.
FIRM NO. 470
10801 NORTH MOPAC EXPRESSWAY
BUILDING 3, SUITE 200
AUSTIN, TEXAS 78759



ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED
THIS THE 17 DAY OF March, 2021 A.D.


WILLIAMSON COUNTY ADDRESS COORDINATOR

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED, IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

I, BILL GRAVELL Jr., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL Jr. DATE _____
COUNTY JUDGE, WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL MEN BY THESE PRESENTS:

I, NANCY RISTER, COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS, 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 WILLIAMSON COUNTY, TEXAS, IN DOCUMENT NUMBER _____

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

BY _____ DEPUTY

PAGE 6 OF 6

LENZ & ASSOCIATES, INC.

FIRM NO. 100290-00

COMPLETE PROFESSIONAL LAND SURVEYING SERVICES



(512) 443-1174
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AUSTIN, TEXAS 78744

SURVEY #: 2020-0136

F.B.

Commissioners Court - Regular Session**23.****Meeting Date:** 03/30/2021

2021 April Million Mile Month

Submitted For: Rebecca Clemons**Submitted By:** Shelley Loughrey,
Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action regarding the 2021 April Million Mile Month event.

Background**Williamson County Overall Results:**

2019 = 107,144, Total # of participants – Wilco achieved First Place

2020 = 34,242 – Total # of participants

To Register use this link:**<https://events.healthcode.org/events>**

You do not have to make a tax-deductible contribution to join this event!

Million Mile Month is a virtual challenge to complete one million miles of physical activity, together as one global community.

All registration levels include the Million Mile Month Challenge, event printable race bib, leaderboards, an account of HealthCode's activity platform's private personal profile page, and activity entry tools.

The 2021 Million Mile Month t-shirt is included at the Gold/Platinum levels.

Proceeds from your registration enable school children and low-income families to participate for free. There is no required fee. Your registration donation is tax-deductible, supporting HealthCode, whose mission is to empower people to live healthier, happier lives.

Fiscal Impact

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

Attachments

April Million Mile Month Event

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Shelley Loughrey

Reviewed By

Andrea Schiele

Date

03/25/2021 10:10 AM

Started On: 03/25/2021 09:44 AM

Final Approval Date: 03/25/2021

April Million Mile Month begins, April 1st – April 30th 2021

Williamson County Overall Results:

2019 = 107,144, Total # of participants – Wilco achieved First Place

2020 = 34,242 – Total # of participants

To Register use this link:

<https://events.healthcode.org/events>

This event is free as Participants do not have to make a tax deductible contribution to join this event!



Million Mile Month is a virtual challenge to complete one million miles of physical activity, together as one global community.

All registration levels include the Million Mile Month Challenge, event printable race bib, leaderboards, an account on HealthCode's activity platform's private personal profile page, and activity entry tools.

The 2021 Million Mile Month t-shirt is included at the Gold/Platinum levels.

Proceeds from your registration enable school children and low-income families to participate for free. There is no required fee. Your registration donation is **tax-deductible**, supporting [HealthCode](#), whose mission is to empower people to live healthier, happier lives.



REGISTER HERE

Silver	Gold	Platinum	Bronze
\$10	\$26	\$50	Pay What You Can
I want to be a Health Champion and support healthier kids, families, and communities.	I want to be a Health Champion and support healthier kids, families, and communities.	I want to be a Health Champion and support healthier kids, families, and communities.	We understand not everyone can pay and invite you to enter any amount. \$5 suggested
I want to help two others on their positive health journey.	I want to help five others on their positive health journey.	I want to help ten others on their positive health journey.	THANK YOU for your TAX-DEDUCTIBLE DONATION!
THANK YOU for your TAX-DEDUCTIBLE DONATION!	THANK YOU for your TAX-DEDUCTIBLE DONATION!	THANK YOU for your TAX-DEDUCTIBLE DONATION!	Enter Amount:
	<ul style="list-style-type: none">Includes the Million Mile Month 2021 short sleeve t-shirt	<ul style="list-style-type: none">Includes the Million Mile Month 2021 short sleeve t-shirtYour Name on HealthCode's website	<input type="text" value="\$0.00"/>
Select	Select	Select	Select

Commissioners Court - Regular Session**26.****Meeting Date:** 03/30/2021

LMHP for Dispatch

Submitted For: Cynthia Long**Submitted By:** Kathy Pierce,
Commissioner
Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Williamson County Crisis Services Interlocal Agreement between Williamson County and Bluebonnet Trails Community MHMR Center d/b/a Bluebonnet Trails Community Services.

Background

The agreement attached is a revision to the Crisis Services Interlocal Agreement with Bluebonnet Trails. The original MOU primarily outlined how Bluebonnet Trails Mobile Crisis Outreach Team (MCOT) and the Williamson County Mobile Outreach Team (MOT) would coordinate crisis services to improve continuity of care. Attachment A of the agreement set out hours of operation, responsibility of both parties, agreement to participate in scheduled discussions, etc.

A committee has been meeting to discuss and plan how to further improve crisis services by including the assistance of a Qualified Mental Health Professional (QMHP) to assist Dispatch with calls that are mental health related. The QMHP would assist on calls that are mental health crisis calls that are non-violent and do not need EMS or law enforcement. Bluebonnet Trails will pay the salary and benefits of the QMHP, at no expense to the County. The revised agreement now includes Attachment B that outlines the responsibilities and obligations of parties for inclusion of the services of a QMHP.

The revised agreement has been reviewed by Hal Hawes and has been signed by the ED of Bluebonnet Trails.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Crisis Services MOU

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Reviewed By

Andrea Schiele

Date

03/23/2021 04:05 PM

Started On: 03/10/2021 10:58 AM

Final Approval Date: 03/23/2021

WILLIAMSON COUNTY CRISIS SERVICES INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (Agreement) for Crisis Services is made and entered into by and between WILLIAMSON COUNTY, TEXAS (County) and BLUEBONNET TRAILS COMMUNITY MHMR CENTER d/b/a BLUEBONNET TRAILS COMMUNITY SERVICES (BTCS) which are political subdivisions of the State of Texas ("the Parties").

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and,

WHEREAS, the State of Texas has contracted with Local Mental Health Authorities to ensure provision of emergency mental health services throughout the 254 counties in Texas; and,

WHEREAS, BTCS is the Local Mental Health Authority for Williamson County and is responsible for ensuring access to needed behavioral health services for the citizens of Williamson County; and,

WHEREAS, the County has created a Mobile Outreach Team (MOT) under the direction of Williamson County Emergency Services to also provide behavioral health crisis services for the citizens of Williamson County; and,

WHEREAS, the County, under the direction of Williamson County Emergency Services, provides assistance through 911 Dispatch addressing the emergent and urgent needs of callers through a collaborative response; and

WHEREAS, the above-mentioned crisis responsibilities of BTCS and the County MOT have resulted in agreement on certain areas, including providing behavioral health crisis services 24 hours a day in Williamson County; and,

WHEREAS, collaboration between Williamson County Emergency Services, Williamson County Sheriff's Office and BTCS will support the needs of persons accessing 911 Dispatch in order to resolve a mental health crisis; and

WHEREAS, the purpose for this agreement is to address coordination of crisis services in the community and conforms to The Health Insurance Portability and Accountability Act of 1996 (HIPAA) to do so; and,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained,

the Parties agree as follows:

1. TERM OF AGREEMENT

This Agreement shall be effective April 1, 2021 shall continue thereafter in force until September 30, 2021, unless terminated prior to such time in accordance with the termination provision set out herein (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew for additional terms of One (1) Year each ("Renewal Terms") beginning on October 1st of each year, unless either party terminates this Agreement prior to the expiration of the then existing Initial Term or Renewal Term in accordance with the terms hereof.

2. RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES

The responsibilities, agreements and obligations of the Parties are outlined in Attachment A, made a part of this Agreement.

3. CONSIDERATION

The Parties agree this Agreement is supported by adequate and valuable consideration; to wit: the mutual benefits received by the Parties from cooperating with one another and providing 24-hour mobile behavioral health services in Williamson County.

4. TERMINATION

A Party to this Agreement has the right to terminate this Agreement by providing written notice to the other Party no less than ninety (90) days prior to the effective date of termination, after satisfying any liabilities (if any) of the withdrawing Party as stated herein.

5. EFFECT ON PRIOR AGREEMENTS

The Parties hereby agree that, upon the commencement of this Agreement, the current and existing Williamson County Mobile Crisis Services Interlocal Agreement between the Parties, being dated effective October 5, 2018 (the "Current Agreement") and any amendments thereto, shall be terminated and supplanted by this Agreement.

6. MISCELLANEOUS

- A. **SEVERABILITY.** The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
- B. **CONFIDENTIALITY OF INFORMATION.** Williamson County and BTCS will maintain the confidentiality of information received pursuant to the performance of this Agreement, including medical records, and information, which discloses information about the identity of any person served, in accordance with applicable federal and state law.
- C. **BUSINESS ASSOCIATE PROVISIONS.** If Williamson County or BTCS receives any individually identifiable health information ("Protected Health Information" or "PHI"), from the other's agents, authorized personnel, employees, representatives and/or staff members of each party, or creates or receives any PHI on behalf of either Party, each Party shall maintain the security

and confidentiality of such PHI as required of each Party by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder. Without limiting the foregoing:

- Use of PHI. Both Parties shall not use PHI otherwise than as expressly permitted by this agreement, or as required by law. However, both Parties may use PHI for purposes of managing its internal business processes relating to its functions under this agreement.
- Disclosure of PHI. Both Parties shall not disclose PHI to any other person (other than members of Williamson County's Mobile Outreach Team (MOT), Williamson County Emergency Operations workforce or BTCS workforce), except as approved by each Party in writing. Any such disclosure shall be made only upon written agreement between Williamson County and BTCS, stating that both Parties are bound by the provisions of this section. Both Parties shall not disclose PHI to any member outside of its workforce unless they have advised such person of the Parties obligations under this section, and of the consequences for such person and for the party violating them. Either Party shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in contravention of its agreement.
- Safeguards. Both Parties shall use appropriate safeguards to prevent use or disclosure of PHI otherwise than permitted by this agreement. Both Parties shall provide the other with such information concerning such safeguards as either Party may from time to time request, and shall, upon reasonable request, give either Party access for inspection and copying to either Parties facilities used for the maintenance or processing of PHI, and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI, for the purpose of determining either Parties compliance with this agreement.
- Accounting/Reporting of Disclosures. Both Parties shall maintain a record of all disclosures of PHI made otherwise than the purposes of this agreement, including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Either Party shall make such record available to the other Party on request. Both Parties shall report to the other Party any unauthorized use or disclosure of PHI by the Party or its workforce, and the remedial action taken or purposed to be taken with respect to such use or disclosure.
- Disclosure to U.S. Department of Health and Human Services. If either Party is required by law to obtain the following undertaking from the other Party, that Party shall make its internal practices, books, and records relating to the use and disclosure of health information received from either Party available to the Subscriber and to the Secretary of the United States Department of Health and Human Services, for the purposes of determining the Covered Entity's compliance with HIPAA.
- Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either Party may, by written notice to the other Party, amend this agreement in such manner as either Party determines necessary to comply with such law or regulation. If either Party disagrees with any such amendment, it shall so notify the other Party in writing within thirty (30) days of notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this agreement on written notice to the other.
- Breach. If either Party breaches its obligations under this section, the other Party may,

at its option, exercise any of its rights of access and inspection under the above paragraph in this section regarding "Safeguards"; require either Party to submit to a plan of monitoring and reporting, as either Party may determine necessary to maintain compliance with this agreement, and such a plan shall become part of this agreement; terminate this agreement, with or without an opportunity to cure the breach. When appropriate, notification to the applicable licensure board will be made.

- Procedure upon Termination. Upon termination of this agreement both Parties shall return or destroy all PHI that it maintains in any form, and shall retain no copies of such information or, if the parties agree that return or destruction is not feasible, it shall continue to extend the protections of this agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

- D. INSURANCE. Each Party will be responsible for insuring or self-insuring its own officers and employees.
- E. CHOICE OF LAW. This Agreement shall be performable in Williamson County, Texas.
- F. AMENDMENT. This Agreement may be amended if agreed upon by the Parties and approved by the governing body of each Party. The Parties agree to review this Agreement at least annually and before each annual budget period.
- G. ASSIGNMENT. Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all Parties to this Agreement. Any attempt to assign or delegate such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. All other existing arrangements between County and BTCS will be honored under this Agreement.
- H. NO PERSONAL BENEFIT. No Party intends to benefit any person who is not named as a Party to this Agreement, to assume any special duty to supervise the operations of another Party, to provide for the safety of any specific person or to assume any other duty other than that imposed by general law.
- I. NOTICE. Any notice given hereunder shall be in writing, and may be affected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective Parties indicated below:

WILLIAMSON COUNTY:
c/o COUNTY JUDGE
710 MAIN STREET
GEORGETOWN, TX 78626

BLUEBONNET TRAILS COMMUNITY SERVICES:
c/o EXECUTIVE DIRECTOR
1009 NORTH GEORGETOWN STREET
ROUND ROCK, TX 78664

Address for notice may be changed at any time by delivering written notice of change to the other Party in accordance with the notice requirements of this section.

- J. **PARAGRAPH HEADINGS.** The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.
- K. **ATTORNEY FEES.** In any lawsuit concerning this Agreement, the prevailing Party, shall be entitled to recover reasonable attorney's fees from the non-prevailing Party, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.
- L. **GOVERNMENTAL IMMUNITY.** The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity. Each Party shall be responsible for its own employees and the acts of its own employees.
- M. **COMPLIANCE WITH APPLICABLE LAWS.** The Parties hereby agree to comply with all applicable ordinances, laws, rules, regulations and lawful orders of any public authority with jurisdiction.
- N. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any Party hereto or its officer, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement effective as of the last party's execution below.

WILLIAMSON COUNTY, TEXAS


By: _____

Printed Name: _____

Title: _____

Date: _____, 20____

BLUEBONNET TRAILS COMMUNITY SERVICES

By: _____

Printed Name: Andrea Richardson

Title: Executive Director

Date: March 2, 2021

Attachment A

CRISIS SERVICES:

RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES

1. County 9-1-1 Dispatch will deploy County MOT to provide mobile crisis services Monday through Saturday from 8:00 AM- 8:00 PM unless the caller is a person in services with BTCS. [Refer to Attachment B]
2. In an effort to ensure continuity of care, if during the hours noted in 1, above, the caller is identified as a person in services with BTCS, BTCS mobile crisis services will be deployed. [Refer to Attachment B]
3. In addition to 2., above, BTCS will provide mobile crisis services from Monday through Saturday from 8:00 PM – 8:00 AM, and on Sundays for 24 hours until 8:00 AM on the following Monday.
4. BTCS will be contacted by first responders through the 24-hour crisis hotline at 800-841-1255, through the BTCS mobile crisis Red Phone (512) 701-1982 and through 911 Dispatch. [Refer to Attachment B]
5. BTCS will continue to provide behavioral health services at the County Jail and in Williamson County hospitals 24 hours per day.
6. Both Parties are responsible for data collection for their hours of crisis service, necessary for behavioral health system operations and improvements. The purpose of the data collection is to inform the Commissioners Court and respective leadership of progress and trends related to crisis service delivery in Williamson County.
7. Both Parties agree to participate in scheduled discussions with each other and representatives of departments and agencies involved in the crisis services system to review the status and report performance metrics captured as a result of this Agreement in order to ultimately achieve the intent and spirit set out herein. The performance metrics can be modified as needed by agreement with both Parties.
8. Each Party shall provide the other Party with access to a central electronic mailbox and/or folder into which each Party may be able to transmit and/or share appropriately encrypted assessment and service documentation, necessary for continuity of care, as allowed under HIPAA.
9. As defined in their state contract, BTCS will continue to make available to all persons in the community a crisis hotline (800-841-1255) for 24-hour assistance.
10. A key component to the success of meeting performance goals is to educate law enforcement and other stakeholders of the responsibilities identified within Paragraphs 1-5, above. Both parties will work collaboratively on this education effort.

Attachment B

911 DISPATCH DIRECTING MENTAL HEALTH CALLERS: RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES

In an effort to de-escalate mental health-related calls to Williamson County 911 Dispatch for the purpose of a timely response; meaningful diversion from deployment of law enforcement and other emergency services; and connection/referral to appropriate care:

1. Williamson County Emergency Services, Williamson County Sheriff's Office and BTCS will design a workflow allowing for 911 Dispatch to access a dedicated BTCS qualified mental health professional (QMHP) to respond to callers indicating a mental health need.
2. Williamson County Sheriff's Office will conduct background checks with fingerprints on potential QMHP applicants to determine if they meet criteria for unescorted badge access into the Williamson County Emergency Operations Center (EOC). The QMHP applicant selected will not be able to access systems or access information derived from Criminal Justice Information Services (CJIS) for their use. QMHP will sign an FBI Security Addendum and take the CJIS Security Awareness Training.
3. BTCS will provide an employee maintaining the credentials as a licensed professional of the healing arts (LPHA) to this partnership with Williamson County Emergency Services at Dispatch for consultation and clinical support to the QMHP.
4. Williamson County Emergency Services and BTCS will:
 - a. Develop qualifying questions prompting transfer of a call from 911 Dispatch to the BTCS QMHP.
 - b. Identify, collect and report outcome data to understand the impact of the BTCS QMHP at 911 Dispatch as well assess opportunities to fine-tune the workflow and outcome measurement over time.
 - c. Partner on training for 911 Dispatch and BTCS staff.
 - d. Seek to continually improve the process through collaboration and modification.
 - e. Adhere to respective standards, rules and guidelines under which Williamson County Emergency Services and BTCS are individually and collectively obliged.

Commissioners Court - Regular Session**27.****Meeting Date:** 03/30/2021

Dell Donation and Partnership Agreement

Submitted For: Evelyn McLean**Submitted By:** Cherie Vasquez, J.P.
Pct. #3**Department:** J.P. Pct. #3**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action regarding acceptance of donation(s) from Dell Children's Health Plan to assist and support the Williamson County Justice of the Peace, Pct. 3 and approve an event for at-risk use as an official purpose pursuant to Tex. Loc. Gov't Code § 81.032.

Background

Williamson County Justice of the Peace, Pct. 3 is partnering with local rap artist Chad Jackson to bring a free one-day event called Straight Talk. This event is packed with motivational speakers who bring unique backstories that they draw on to inspire our youth. These speakers have overcome life obstacles and will share their experiences with youth who may be experiencing a similar situation or struggle. Breakfast and lunch will be provided and parents are welcome to stay.

Dell Children's Health Plan, as a community partner, wishes to donate \$720.00 for the event to pay for meals and/or any other event-related expenses. Staff is requesting approval to accept the donation and execute the Partnership Agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

DCHP Agreement

Form Review**Inbox**

County Judge Exec Asst.

J.P. Pct. 3 (Originator)

Form Started By: Cherie Vasquez

Final Approval Date: 03/25/2021

Reviewed By

Andrea Schiele

Cherie Vasquez

Date

03/23/2021 04:07 PM

03/25/2021 11:24 AM

Started On: 03/22/2021 11:06 AM

Partnership Agreement

March 29, 2021

Williamson County Justice of the Peace, Pct. 3
100 Wilco Way, Suite 201
Georgetown, TX 78626

Attn: Dell Children's Health Plan

On behalf of Williamson County Justice of the Peace, Pct. 3, we are seeking a partnership with Dell Children's Health Plan for the Straight Talk event. Your support and partnership will help us to address at-risk youth in our community. Your assistance of \$720.00 to support our Straight Talk event is requested.

Mission/Vision: The mission of the Precinct 3 Justice Court is to serve the constituents by providing fair and effective justice with first-rate customer service and community engagement. Straight Talk is a community event where mentors, life coaches and motivational speakers will have an opportunity to share their personal stories with our local youth to inspire them to make better life choices.

Event Description: We are partnering with local rap artist Chad Jackson to bring a free one day event called Straight Talk. This event is jam packed with motivational speakers who have overcome life obstacles and will share their experiences with youth who may be experiencing a similar situation or struggle. The goal is to inspire our youth to make positive decisions. Breakfast and lunch will be provided.

As a Dell Children's Health Plan community partner, Williamson County Justice of the Peace, Pct. 3 will provide the following:

1) Social Media Recognition will consist of two posts minimum:

Williamson County Justice of the Peace, Pct. 3 will post on social media (FB) within 7 days referencing the partnership with Dell Children's Health Plan. Williamson County Justice of the Peace, Pct. 3 will upload a second post containing a picture at the event or including the sponsored items once the check is received.

- Williamson County Justice of the Peace, Pct. 3 will tag **@DellChildrensHealthPlan** on Facebook
- Williamson County Justice of the Peace, Pct. 3 will include hashtag **#DellChildrensHealthPlan** on Social Media Recognition

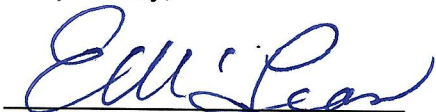
*Dell Children's Health Plan will provide a logo for use with these posts.
We may repost to the Dell Children's Health Plan site as well.*

2) Invitation to: ☐one event per quarter / ☐monthly distributions / ☐quarterly health fairs / ☒other: We will notify you of future events we have planned.

3) Williamson County Justice of the Peace, Pct. 3 will provide an email and/or letter explaining how this sponsorship made an impact, numbers served and any additional outcomes as available to be provided within 30 days of the expenditure.

We have included our W-9 for your records. Thank you in advance for your consideration and time. If you have any questions or need additional information, please contact Williamson County Justice of the Peace, Pct. 3) at 512-943-1508 or evelyn.mclean@wilco.org.

Respectfully,



Evelyn McLean, Justice of the Peace, Pct. 3

Bill Gravell, County Judge

Commissioners Court - Regular Session**28.****Meeting Date:** 03/30/2021

Ratification of Documents for TDEM on 2021 Severe Winter Storm (DR-4586)

Submitted By: Pam Navarrette, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action to ratify documents that are required by Texas Department of Emergency Management (TDEM). The documents activate 2021 Texas Severe Winter Storm (DR-4586-TX) application to submit the storm related expenditures for reimbursement.

Background

The time sensitive documents were signed by Judge Gravell and submitted to Texas Division of Emergency Management (TDEM) on March 23, 2021 prior to the agenda item. The documents prompt the activation for the reimbursement of expenditures related to 2021 Texas Winter Storm (DR-4586).

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

TDEM Designation

TDEM Grant Terms and Conditions

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 03/25/2021

Reviewed By

Andrea Schiele

Date


03/25/2021 09:07 AM

Started On: 03/24/2021 03:19 PM

Texas Division of Emergency Management

Designation of Subrecipient Agent

Primary Contacts	
Subrecipient: Williamson County	
Disaster Number(s): DR-4586	Grant Program: Texas Severe Winter Storm
Primary Agent	
Serves as the primary point of contact for projects.	
Name: Pamela Navarrette	Office Number: 512-943-1573
Position/Job Title: Assistant Financial Director	Fax Number:
Organization/employer: Williamson County	Cell Number: 512-963-3979
Email* pnavarrette@wilco.org	The Primary Agent will have full GMS access
Secondary Agent	
Serves as the secondary point of contact for projects.	
Name: Melanie Denny	Office Number: 512-943-1579
Position/Job Title:	Fax Number:
Organization/employer:	Cell Number:
Email*	The Secondary Agent will have full GMS access
Primary Finance Agent	
Serves as the primary point of contact for financial matters.	
Name: Pamela Navarrette	Office Number: 512-943-1573
Position/Job Title: Assistant Financial Director	Fax Number:
Organization/employer: Williamson County	Cell Number: 512-963-3979
Email* pnavarrette@wilco.org	The Primary Finance Contact will have full GMS access
Certifying Official	
Serves as the official representative of the organization. Must possess the authority to obligate funds & enter into contracts for the organization.	
Name: Bill Gravell	Office Number: 512-943-1665
Position/Job Title: County Judge	Fax Number:
Organization/employer: Williamson County	Cell Number:
Email* bgravell@wilco.org	GMS Access (pick 1) Full <input checked="" type="checkbox"/> Read Only <input type="checkbox"/> None <input type="checkbox"/>
<i>The above Primary and Secondary Agents are hereby authorized to execute and file the application on behalf of this organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. Primary Financial Agent and the Certifying Official are authorized to represent and act for this organization in all financial operations pertaining to this grant with the State of Texas. The Primary Agent will have authority to add or remove users within the Texas Division of Emergency Management (TDEM) Grant Management System (GMS) for all grants.</i>	
*Note: All email addresses must be unique to user	

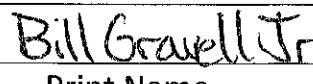
 Signature of Certifying Official (Must be a Mayor, Judge, or Executive Director with the authority to obligate funds & enter into contracts for the organization)	Bill Gravell Print Name Date
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------

Texas Division of Emergency Management

Designation of Subrecipient Agent

Alternate Contacts (Optional)	
Subrecipient:	
Disaster Number(s):	Grant Program:
Alternate Contact List any additional contact here	
Name:	Office Number:
Position/Job Title:	Fax Number:
Organization/employer:	Cell Number:
Email*	GMS Access (pick 1) Full <input type="checkbox"/> Read Only <input type="checkbox"/> None <input type="checkbox"/>
If this contact replaces an existing contact, write their name below. Otherwise, leave blank or mark N/A	
Alternate Contact List any additional contact here	
Name:	Office Number:
Position/Job Title:	Fax Number:
Organization/employer:	Cell Number:
Email*	GMS Access (pick 1) Full <input type="checkbox"/> Read Only <input type="checkbox"/> None <input type="checkbox"/>
If this contact replaces an existing contact, write their name below. Otherwise, leave blank or mark N/A	
Alternate Contact List any additional contact here	
Name:	Office Number:
Position/Job Title:	Fax Number:
Organization/employer:	Cell Number:
Email*	GMS Access (pick 1) Full <input type="checkbox"/> Read Only <input type="checkbox"/> None <input type="checkbox"/>
If this contact replaces an existing contact, write their name below. Otherwise, leave blank or mark N/A	
Alternate Contact List any additional contact here	
Name:	Office Number:
Position/Job Title:	Fax Number:
Organization/employer:	Cell Number:
Email*	GMS Access (pick 1) Full <input type="checkbox"/> Read Only <input type="checkbox"/> None <input type="checkbox"/>
If this contact replaces an existing contact, write their name below. Otherwise, leave blank or mark N/A	
Alternate Contact List any additional contact here	
Name:	Office Number:
Position/Job Title:	Fax Number:
Organization/employer:	Cell Number:
Email*	GMS Access (pick 1) Full <input type="checkbox"/> Read Only <input type="checkbox"/> None <input type="checkbox"/>
If this contact replaces an existing contact, write their name below. Otherwise, leave blank or mark N/A	
<i>Additional Contacts are authorized to represent and act for this organization in all operations pertaining to this grant with the State of Texas.</i>	
*Note: All email addresses must be unique to user	


Signature of Certifying Official


Print Name

Date

(Must be a Mayor, Judge, or Executive Director with the authority to obligate funds & enter into contracts for the organization)

Instructions:

- The Designation of Subrecipient Agent (DSA) form is divided into two pages, the Primary Contacts page and the optional Alternate Contacts page. The second page is not required if there are no additional contacts to list.
- In the header of the document, list the name of the subrecipient (the organization applying for the grant), as well as the disaster numbers and grant program this DSA applies to (the disaster number is 4 digits long and assigned by FEMA. For example, Hurricane Harvey is 4332. The grant program is either PA for Public Assistance or HMGP for Hazard Mitigation Grant Program.)
- Multiple disasters may be listed on one DSA as long as specific disaster numbers are indicated.
- None of the positions on the primary contact page may be left blank. However, the same person may hold multiple positions. Contacts may be left blank on the additional contact page.
- If a third party consultant/contractor is listed on the DSA, the agency that they are employed by should be listed in the Organization/Employer field.
- All contacts require a unique email address. Additionally, contacts on the DSA cannot share the same email address.
- All contacts must have a phone number listed.
- Granting a contact full Grants Management System (GMS) access will allow them to perform tasks such as submitting quarterly reports and requesting reimbursements, time extensions and scope/cost modifications within the State of Texas Grant Management System on behalf of the subrecipient. Granting a contact Read Only access will allow a contact to view information in GMS, but they will not be able to edit any existing information themselves.
- The Primary, Secondary, and Finance Agents will always be granted full GMS access for all grants within the program selected.
- The subrecipient can request that GMS access be added or revoked from a contact at any time if the need arises.
- The Certifying Official must be an individual who possesses the authority to obligate funds and enter into contracts on behalf of the subrecipient.
- Both pages, if applicable, of the DSA must be signed and dated by the certifying official.
- If a new DSA is submitted with a different person listed for a position on the primary contact sheet, the old contact holding that position will be removed. If a new contact is added on the additional contacts page, no old contacts will be removed unless they are specified in the field provided.

GRANT TERMS AND CONDITIONS

This Agreement (consisting of these terms and conditions and all exhibits) is made and entered into by and between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as "TDEM," and the award recipient, _____, hereinafter referred to as the "Subrecipient." Furthermore, TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties." All subawards made under this agreement are subject to the same terms and conditions below.

Subrecipient may not assign or transfer any interest in this award without the express, prior written consent of TDEM and/or DHS/FEMA or other awarding agency.

- a. The term Recipient and pass-through entity have the same meaning as "Grantee," as used in governing statutes, regulations, and DHS/FEMA guidance.
- b. A Recipient is also a "non-federal entity" for administration purposes.
- c. A Subrecipient is also known as a "Subgrantee" as used in governing statutes regulations and DHS/ FEMA guidance.
- d. A Subrecipient is also a "non-federal entity" for administration purposes.
- e. The "Grant" referred to in this agreement is an award to the Subrecipient passed through from TDEM to the Subrecipient.
- f. Certifying Official will be the Mayor, Judge, or Executive Director authorized to execute these grant terms and conditions, and to submit changes of Subrecipient Agents.
- g. Projects and any subsequent versions for those projects accepted by the Subrecipient and subsequently obligated or deobligated by DHS/FEMA are considered subawards to this grant agreement.
- h. TDEM uses contractors to administer subawards, both in communication with Subgrantees and the awarding agency. A Subgrantee's point of contact for all awards will be the regional Recovery or Mitigation Coordinator followed by the regional contractor. Subgrantees should update their primary points of contact with every new award in addition to each time a contact may change.
- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA or other awarding agency. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
 - 1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
 - 2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
 - 3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
 - 4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
 - 5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
 - 6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
 - 7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
 - 8. Request for Information and Documentation referred to as "Exhibit H"

GRANT TERMS AND CONDITIONS

- B. **Failure to Perform.** In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this Grant, Subrecipient shall be liable to TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds

or any other grant program funds administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

- C. **Funding Obligations.** TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by TDEM under this Grant shall not exceed the total cumulative award amounts listed on the Subawards (projects and subsequent versions).
 2. Subrecipient shall contribute the match funds listed on the subaward.

Subrecipient shall refund to TDEM any sum of these Grant funds that has been determined by TDEM or DHS/FEMA to be an overpayment to Subrecipient or that TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to TDEM within thirty (30) calendar days after TDEM requests such refund. If the subrecipient is unable to refund the amount due at the time of request, they may request offset funds from other open projects under the same award or request a payment plan. If a subrecipient does not provide the amount requested within 30 calendar days, TDEM will first offset the amount with any available funds within the same award and may pursue other remedies to receive payment in full.

- D. **Performance Period.** The performance period for this Grant is listed on the subaward letter for each project. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to TDEM within 60 days of the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to TDEM within 60 days of the end of the performance period. TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

- E. **Uniform Administrative Requirements, Cost Principles and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every project]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism

GRANT TERMS AND CONDITIONS

- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- Disaster Recovery Reform Act of 2018 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

- F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>

and the program State Administrative Plan, available at:

<https://grants.tdem.texas.gov>

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

- G. **Restrictions and General Conditions.**

1. **Use of Funds.** DHS/FEMA Grant funds may only be used for the purposes set forth in this

Page 3 of 20

GRANT TERMS AND CONDITIONS

Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition,

GRANT TERMS AND CONDITIONS

Federal funds may not be used to sue the Federal government or any other government entity.

2. Federal Employee Prohibition. Federal employees are prohibited directly benefiting from any funds under this Grant.
3. Points of Contacts. Within 10 calendar days of any change, Subrecipient shall notify TDEM of any change in designated Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient. In the event a Subrecipient hires a consultant to assist them with managing its Public Assistance grants, they must be listed on the Designated Subrecipient Agent Form. TDEM will direct all correspondence to the Subrecipient but will cc: the consultant on all email exchanges. The Subrecipient will be responsible for sharing written communications with the consultant. The Subrecipient will remain the primary point of contact and must be included in all decision-making activities.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is accurate and is registered on Sams.gov. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at www.sam.gov or other federally established site for contractor registration, and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
 - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
 - b. Where and when to report: Subrecipient shall report executive total compensation at www.sam.gov or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or

GRANT TERMS AND CONDITIONS

suspending those persons deemed irresponsible in their dealings with the Federal government.

8. Direct Deposit. A completed direct deposit form from Subrecipient shall be provided to TDEM, prior to receiving any payments under the provisions of this grant. The direct deposit form is currently available at grants.tdem.texas.gov under Resources/Public Assistance.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.
10. Site Visits. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. Procurement and Contracting.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318-326 and Appendix II to Part 200 (A-C) and (E-J)
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
 - a. Procurement by micro purchase
 - b. Procurement by small purchase
 - c. Procurement by sealed bid
 - d. Procurement by competitive proposal
 - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

GRANT TERMS AND CONDITIONS

The cost plus a percentage of cost and percentage of construction cost methods of contracting are **ineligible**.

Must perform **cost/price analysis** for every procurement action in excess of the Simplified Acquisition Threshold.

Must negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review.
 5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, if the monitoring visit reveals deficiencies in Subrecipient's performance under this Grant, a monitoring report will be provided to the Subrecipient and shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A- 133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient

GRANT TERMS AND CONDITIONS

from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.

4. Subrecipient's Facilitation of Audit. Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. State Auditor's Clause. Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

K. Retention and Accessibility of Records.

1. Retention of Records. Subrecipient shall follow its own internal retention policy, or the state's retention policy, whichever is stricter. At a minimum, the subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.333-337, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

L. Changes, Amendments, Suspension or Termination

1. Modification. DHS/FEMA or TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has

GRANT TERMS AND CONDITIONS

been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.

3. **Suspension.** In the event Subrecipient fails to comply with any term of this Grant, TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
 4. **Termination.** TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that Subrecipient has failed to comply with any term of this Grant. TDEM shall provide written notice of the termination and include:
 - a. The reason(s) for such termination;
 - b. The effective date of such termination; and
 - c. In the case of partial termination, the portion of this Grant to be terminated.
 - d. Appeal may be made to the Deputy Chief of the Texas Division of Emergency Management - Recovery & Mitigation.
- M. **Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:
1. Increased monitoring of projects and require additional financial and performance reports
 2. Require all payments as reimbursements rather than advance payments
 3. Temporarily withhold payments pending correction of the deficiency
 4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
 5. Request DHS/FEMA to wholly or partially de-obligate funding for a project
 6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
 7. Withhold further awards for the grant program
 8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless TDEM or DHS/FEMA expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O.

GRANT TERMS AND CONDITIONS

12549. 2 C.F.R., Appendix II to Part 200, (I).

- N. **Conflicts of Interest.** The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- O. **Closing of this Grant.** TDEM will close each subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds.

At the completion and closure of all Subrecipient's projects (subawards), TDEM will request the Subrecipient to Certify the completion of all projects (subawards) in accordance with the grant terms and conditions to state there are no further claims under this subgrant.

The closeout of this Grant does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
 2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
 3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
 4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.
- P. **Notices.** All notices and other communications pertaining to this agreement shall be delivered in electronic format and/or writing and shall be transmitted by fax, e-mail, personal hand-delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party.

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

GRANT TERMS AND CONDITIONS

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

GRANT TERMS AND CONDITIONS

Exhibit C

Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
 - 1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
 - 2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
 - 4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
 - 5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

GRANT TERMS AND CONDITIONS

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

GRANT TERMS AND CONDITIONS

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1977, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

GRANT TERMS AND CONDITIONS

EXHIBIT E

Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

GRANT TERMS AND CONDITIONS

EXHIBIT F

Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Project Scoping meeting with the State-Federal team (or FEMA process equivalent).
2. All work must be done prior to the approved project completion deadline assigned to each Project (POP). For projects written at 100% complete, documentation must be submitted within 90 days of the Recovery Scoping Meeting (or FEMA process equivalent) or within 90 days of the work completion date (both Hazard Mitigation and Public Assistance), whichever is later, regardless of whether the project has been obligated. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. e) Provides detailed milestones documenting expected progress. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request 90 days prior to the end of the period of performance may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding. The Subrecipient shall submit requests for cost overruns requiring additional obligations to TDEM, who will forward to FEMA for review and approval prior to incurring costs. Approval of these requests is not guaranteed and is subject to funding availability. Costs incurred prior to approval of any scope or budget/cost changes may be denied.
4. The Project Completion and Certification Report must be submitted to TDEM within 60 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report, or Duplication of Benefits form certifying other funds were received to complete the project.
5. A cost overrun appeal on small (\$128,900) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed. Appeals for Alternative Projects will be subject to the terms of the signed agreement for the Alternative Project.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by initiating a Request for Reimbursement (RFR) in TDEM's Grant Management System (GMS) or an Advance of Funds Request (AFR), and including documentation supporting your request. Small Public Assistance projects are paid upon obligation and will be initiated by TDEM personnel. Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter.
9. Subrecipients will be required to submit quarterly progress reports (QPR) for open large projects and all Hazard Mitigation Grant Program projects using TDEM's GMS. Your assigned Public Assistance and/or Mitigation Coordinator will coordinate the due date for your specific reporting. Reports shall record all

GRANT TERMS AND CONDITIONS

information in an accurate and timely manner for each quarter. Detailed information regarding each item of information required is available on the form in GMS. Public Assistance program small projects are typically exempt from quarterly reporting, however TDEM reserves the right to require QPRs on any smalls requiring a POP extension. The first quarterly report will be due at the end of the first full quarter following the quarter in which the project was obligated. No quarterlies are required for projects that Subrecipient has initiated a closeout request and has provided a certificate of completion. Failure to submit required quarterly reports for two or more quarters can result in withholding or deobligation of funding for Subrecipients until all reports are submitted and up-to-date.

10. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.
11. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
12. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.
13. TDEM will be using the FEMA Public Assistance Delivery Model to facilitate the writing of project worksheets (Portal). Subrecipient will be responsible for establishing and maintaining an active account in the Portal and to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal will provide the Subrecipient visibility of the entire project writing process.
14. TDEM requires the use of its Grant Management System (GMS) for Subrecipient grant management functions. Subrecipient will access GMS to initiate Requests for Reimbursements (RFR), Advance of Funds Requests (AFR), Time Extensions, Scope and Cost change requests, Quarterly Progress Reports, Project Closeouts, Appeals, and other items deemed necessary by TDEM. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements. Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement.
- 16.2 CFR 200.210(a)(15), 2 CFR 200.331(a)(1)(xiii) and (a)(4) make reference to indirect cost rates. The Subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10% de minimis rate of modified total direct costs (MTDC) (as per § 200.414) when receiving Management Costs.

GRANT TERMS AND CONDITIONS

EXHIBIT G

Match Certification

Additional Grant Certifications

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (Projects) and amendments (versions) under this Grant Agreement.

Duplication of Program Statement

Subrecipient certifies there has not been, nor will there be, a duplication of benefits for this project.

Match Certification

Federal Debt Disclosure

Subrecipient certifies that it is not delinquent on any Federal Debt.

For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

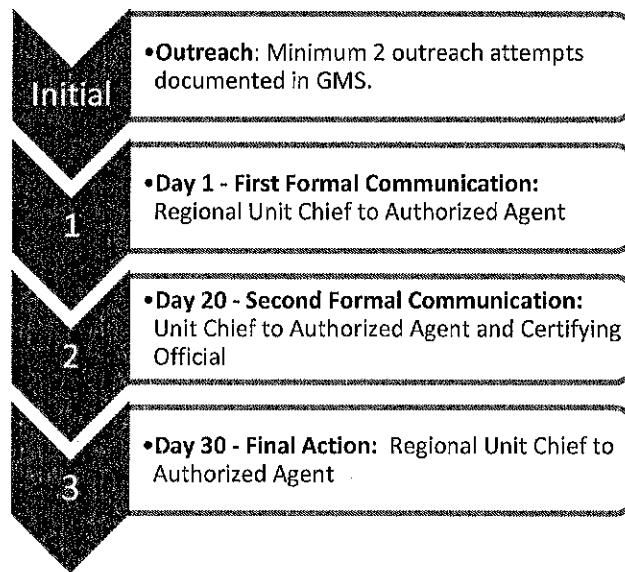
1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.
OR
2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

Formal Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects. TDEM has developed a framework to support this endeavor following a progressive series of communications for the subrecipient, referred to as Request for Information (RFI). TDEM will work with subrecipients throughout the Formal RFI process as communication is the key to success.

Scope: This policy will be applied to Public Assistance and Hazard Mitigation projects for management and closeout activities after obligation. This policy will address non-responsive and inadequate responses to request for information. The timelines outlined below represent a single 30-day period, containing three milestones.

Generally, this 30-day RFI Timeline begins after TDEM sufficiently documents communication (minimum of two GMS documented forms of outreach) with the subrecipient that has been escalated up to the Regional Unit Chief regarding the requested documentation. However, nothing limits the ability of TDEM to issue either a First or Second Request.



RFI Timelines

First Formal Communication

The TDEM Regional Unit Chief will issue a read-receipt, high importance email to the subrecipient's Authorized Agent(s) highlighting previous requests and allowing thirty calendar days to provide the requested information.

Second Formal Communication

TDEM staff will issue a formal reminder through a letter signed by the Unit Chief which is then emailed to the subrecipient's Authorized Agent(s) and Certifying Official informing them of the final ten business days remaining to provide the requested information. The Assistant Chief is to be copied on the email for visibility.

Final Action

If the RFI is not sufficiently answered, the Unit Chief will verbally contact the subrecipient's Authorized Agent(s) informing them of TDEM's intent to proceed with deobligation of funds or other remedies deemed appropriate by TDEM. Deobligation requires any previously paid funds to be returned to TDEM within thirty calendar days, per the State Administrative Plan.

GRANT TERMS AND CONDITIONS

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

_____ Assurances – Non-Construction Programs, hereinafter referred to as “Exhibit A”

_____ Assurances – Construction Programs, hereinafter referred to as “Exhibit B”

_____ Certifications for Grant Agreements, hereinafter referred to as “Exhibit C”

_____ State of Texas Assurances, hereinafter referred to as “Exhibit D”

_____ Environmental Review Certification, hereinafter referred to as “Exhibit E”

_____ Additional Grant Conditions, hereinafter referred to as “Exhibit F”

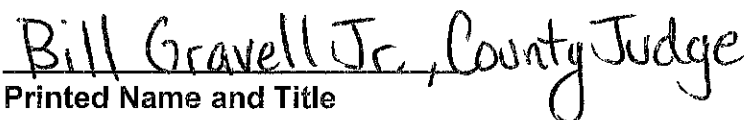
_____ Additional Grant Certifications, hereinafter referred to as “Exhibit G”

_____ Request for Information and Documentation referred to as “Exhibit H”

Please sign below to acknowledged acceptance of the grant and all exhibits in this agreement, and to abide by all terms and conditions.


Signature of Certifying Official

Date


Printed Name and Title

Commissioners Court - Regular Session**29.****Meeting Date:** 03/30/2021

Participation in regional habitat conservation plan for a WCRBP project - Sam Bass Road signals

Submitted For: Gary Boyd**Submitted By:** Gary Boyd, Parks**Department:** Parks**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on participation by Williamson County Road Bond Program under the County's habitat conservation plan (HCP) for a traffic control (signals) project - 2 locations on Sam Bass Road.

Background

This project area comprises traffic signal installation and associated infrastructure within approximately 0.35 acres of Sam Bass Road where currently only stop signs exist. The two locations are at the intersection of Sam Bass Road and Great Oaks and Sam Bass Road at Walsh Ranch Road.

Staff recommends the following action: Authorize County Judge (or designee) to acknowledge/sign the Determination Letter to enroll the project under the Williamson County Regional Habitat Conservation Plan, and to execute, when presented, the Participation Agreement for this project, WCCF File 20210322, and to sign any related documents as may be required.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Determination Letter - Sam Bass Road signals

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gary Boyd

Final Approval Date: 03/23/2021

Reviewed By

Andrea Schiele

Date

03/23/2021 04:07 PM

Started On: 03/22/2021 10:42 AM



Copy to Christen Eschberger at ceschberger@hntb.com and Pat Womack at pawomack@HNTB.com both of HNTB.

March 22, 2021

Board of Directors
As of October, 2020

Pct. 3 Commissioner
Valerie Covey,
Board President
Williamson County, TX

Pct. 2 Commissioner
Cynthia Long
Board Vice-president
Williamson County, TX

Brent A. Baker
Studio/16:19
Round Rock, TX

Paul Barron
Cedar Park, TX

Allen Bowersox
Georgetown, TX

Doug Fell
Hutto, TX

Lyle Grimes
Cedar Park, TX

Gary Boyd
Director, Environ. Prog.
Sec. to the Board

Williamson County
Conservation Foundation
c/o Parks and Recreation
219 Perry Mayfield
Leander, TX 78641
512/943-1921

Williamson County Road Bond Program
c/o The Honorable Bill Gravell, County Judge
710 Main Street, Suite 101
Georgetown, TX 78626

Re: The project entails traffic signal installation and associated infrastructure within approximately 0.35 acres of Sam Bass Road (project area) where currently only stop signs exist. More specifically, the project area is 0.11 acre at Walsh Ranch Boulevard intersection and 0.24 acre at the Great Oaks Drive intersection. The project is under the Williamson County Road Bond Program.; WCCF file #20210322.

Dear Judge Gravell,

Thank you for your participation in the Williamson County Regional Habitat Conservation Plan (RHCP). The following determination of fees relates to the referenced project area as a condition of participation under the Plan. A review of the application and supporting documents has been conducted in accordance with the RHCP. Accordingly, the Williamson County Conservation Foundation makes the following determination as to this application:

- 1. The fee for participation under the Williamson County Regional Habitat Plan for the referenced project will be \$100.00 (One Hundred and No Hundredths Dollars) representing the approximate 0.35± acres in the Edwards Limestone geological karst zone, as defined in the Williamson County Habitat Conservation Plan (the "HCP"), and being assessed at \$100/acre rounded UP to the nearest acre.**
- 2. Please notify this office as soon as possible – by email to wccf@wilco.org or by return mail to the address shown to the left below – of agreement to these participation terms. A signed (in blue ink), scanned copy of this letter is sufficient for acknowledgement of these terms.**
- 3. A Participation Agreement based on the terms outlined in this Letter and following the Williamson County Regional Habitat Conservation Plan will be delivered to you for execution upon receipt of the participation fee indicated in #1 above. Upon receipt of that document please have the appropriate individuals sign where indicated (and notarized where applicable). An accompanying cover memo will further explain the process.**
- 4. A portion of the Participation Agreement ("Memorandum of Participation") is to be filed in the deed records of Williamson County. The signed copy of the Participation Agreement should be returned to us. If you wish the WCCF to handle filing and to bill you for the associated fee, please indicate in the space at the bottom of this letter. Otherwise, please contact this office for filing instructions.**

After WCCF receives the original recorded copy from the County Clerk, this office will 1) provide a copy for your file, and, upon request, 2) prepare and mail a participation certificate. The optional, upon request only certificate is not an official document but if desired it may be posted at the project site as notification to interested parties of participation in the Williamson County RHCP.

Should you have any questions about this letter, or questions concerning participation under the Williamson County Habitat Conservation Plan, please contact WCCF.

Sincerely,



Gary D. Boyd
Director, Environmental Programs
Williamson County Conservation Foundation

~~~~~  
Agreed as to both form and substance:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

~~~~~  
Note:

If you wish the WCCF to handle document filing with the Williamson County Clerk and bill you for the filing fee, please initial and date here: _____

Commissioners Court - Regular Session**30.****Meeting Date:** 03/30/2021

CPR Class Fees

Submitted By: Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action to adopt a fee schedule for services provided by Williamson County EMS related to CPR classes, effective April 5, 2021.

Background

Due to increased costs of supplies for AHA materials the cost of classes are being adjusted to cover the increase.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Fee Schedule

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 03/23/2021

Reviewed By

Andrea Schiele

Date

03/23/2021 06:33 PM

Started On: 03/23/2021 09:40 AM

FEE DETAIL	HeartSaver											
	HeartSaver CPR AED	HeartSaver CPR AED w/infant	HeartSaver CPR AED Skills	HeartSaver CPR AED w/infant Skills	HeartSaver First Aid CPR AED	HeartSaver First Aid CPR AED w/infant	HeartSaver First Aid CPR AED Skills	HeartSaver First Aid	HeartSaver First Aid Skills	HeartSaver Pediatric First Aid CPR AED	HeartSaver Pediatric First Aid CPR AED Skills	BLS Instructor
eCard	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$2.85
Student Manual	\$2.50	\$2.50			\$2.50	\$2.50		\$2.50		\$2.50		
1-way valve	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00			\$1.00	\$1.00	\$1.00
Adult Manikin Airway + face shield	\$1.40	\$1.40	\$1.40	\$1.40	\$1.40	\$1.40	\$1.40			\$1.40	\$1.40	\$1.40
Infant Manikin Airway + face shield		\$1.00		\$1.00		\$1.00	\$1.00			\$1.00	\$1.00	\$1.00
AED trainer pads	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00			\$2.00	\$2.00	\$2.00
First Aid Supplies					\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	
Infection Control	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
Classroom Instruction fee	\$9.10	\$13.10	\$1.60	\$5.60	\$12.10	\$16.10	\$8.60	\$6.50	\$4.00	\$21.10	\$8.60	\$62.75
Bag Valve Mask												\$2.00
BLS Instructor Package												\$140.00
BLS Instructor Essentials Online												\$35.00
	\$35.00	\$40.00	\$25.00	\$30.00	\$40.00	\$45.00	\$35.00	\$30.00	\$25.00	\$50.00	\$35.00	\$250.00
Length of Class (hrs)	3.50	4.50	1.75	2.00	6.50	7.50	2.50	3.00	1.00	6.00	3.00	8.00

FEE DETAIL	BLS Provider	BLS Renewal	HeartCode BLS	BLS Instructor
eCard	\$2.60	\$2.60	\$2.60	\$2.60
Student Manual	\$16.00	\$16.00		
1-way valve	\$1.00	\$1.00	\$1.00	\$1.00
Adult Manikin Airway + face shield	\$1.40	\$1.40	\$1.40	\$1.40
Infant Manikin Airway + face shield	\$1.00	\$1.00	\$1.00	\$1.00
AED trainer pads	\$2.00	\$2.00	\$2.00	\$2.00
Bag Valve Mask (adult, child, infant)	\$2.00	\$2.00	\$2.00	\$2.00
Infection Control	\$2.00	\$2.00	\$2.00	\$2.00
Classroom Instruction fee	\$12.00	\$7.00	\$13.00	\$69.00
BLS Instructor Package				\$135.00
BLS Instructor Essentials Online				\$34.00
	\$40.00	\$35.00	\$25.00	\$250.00
Length of Class (hrs)	4.25	3	2.5	8

Commissioners Court - Regular Session**31.****Meeting Date:** 03/30/2021

Dell Computer Bulk order FY21

Submitted For: Joy Simonton**Submitted By:** Andrew Portillo,
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the purchase between Williamson County and Dell Marketing L.P. to authorize the bulk order purchase for various departments in the amount of \$114,789.00 per the terms of DIR Contract #DIR-TSO-3763.

Background

This bulk order purchase is for the use of IT Department for various Williamson County Departments per the quote #3000072706391.1. Items being purchased are 3000081546885.1. Department point of contact Richard Semple. This expenditure will be charged to each department's computer equipment funding line as approved in the FY21 budget and according to the attached spreadsheet.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

quote

Dell Bulk Funding Sheet FY21

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 03/25/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

03/24/2021 04:32 PM

03/25/2021 09:02 AM

Started On: 03/24/2021 10:54 AM



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000081546885.1	Sales Rep	Danielle Eads
Total	\$114,789.00	Phone	(800) 456-3355, 6180188
Customer #	10643470	Email	Danielle_Hulsebosch@Dell.com
Quoted On	Mar. 23, 2021	Billing To	ATN TAMMY MCCULLEY
Expires by	Apr. 22, 2021		WILLIAMSON COUNTY ITS
Deal ID	18082941		301 SE INNER LOOP STE 105
			GEORGETOWN, TX 78626-8207

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Danielle Eads

Shipping Group

Shipping To	Shipping Method
TAMMY MCCULLEY WILLIAMSON COUNTY ITS 301 SE INNER LOOP STE 105 GEORGETOWN, TX 78626-8207 (515) 943-1455	Standard Delivery

Product	Unit Price	Quantity	Subtotal
DellWare Only Config	\$0.00	1	\$0.00
CUS,CASE,ES1520C,DAO,EU,KO	\$20.99	30	\$629.70
Dell Dock- WD19 130w Power Delivery 180w Power Supply	\$196.34	45	\$8,835.30
DellWare Only Config	\$0.00	1	\$0.00
CUS,KYBD,MSE,US,O,KM636-B,LOGI	\$32.19	37	\$1,191.03
OptiPlex 7480 AIO	\$1,081.00	9	\$9,729.00

Dell 27 Monitor - P2719H	\$221.54	27	\$5,981.58
DellWare Only Config	\$0.00	1	\$0.00
CUS,CBL,DA300,BIZLINK,DAO,DBP	\$52.49	2	\$104.98
DellWare Only Config	\$0.00	1	\$0.00
CUS,SPKR,5V,ZLX,AC511M,WW	\$31.49	21	\$661.29
OptiPlex 7080 Small Form Factor	\$689.00	21	\$14,469.00
Logitech MK200 Media Keyboard and Mouse Combo	\$21.49	9	\$193.41
Dell 24 Monitor - P2419H	\$170.90	30	\$5,127.00
Dell Adapter 90-Watt Type-C with 1M Power Cord, Cus Kit	\$48.99	1	\$48.99
Latitude 5320	\$1,458.29	1	\$1,458.29
Latitude 5320	\$1,246.61	21	\$26,178.81
Dell Latitude 5511	\$1,179.00	25	\$29,475.00
Precision 3640 Tower	\$1,698.00	1	\$1,698.00
Mobile Precision 3551	\$1,501.27	6	\$9,007.62
Subtotal:			\$114,789.00
Shipping:			\$0.00
Non-Taxable Amount:			\$114,789.00
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$114,789.00

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

TAMMY MCCULLEY
WILLIAMSON COUNTY ITS
301 SE INNER LOOP
STE 105
GEORGETOWN, TX 78626-8207
(515) 943-1455

Shipping Method

Standard Delivery

DellWare Only Config

Estimated delivery if purchased today:
Apr. 05, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Quantity	Subtotal
1	\$0.00

Description

SKU	Unit Price	Quantity	Subtotal
DWC	-	1	-

CUS,CASE,ES1520C,DAO,EU,KO

Estimated delivery if purchased today:
Apr. 01, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Quantity	Subtotal
30	\$20.99

Description

CUS,CASE,ES1520C,DAO,EU,KO

SKU	Unit Price	Quantity	Subtotal
460-BCTK	-	30	-

Dell Dock- WD19 130w Power Delivery 180w Power Supply

Estimated delivery if purchased today:
Apr. 01, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Quantity	Subtotal
45	\$196.34

Description

Dell Dock- WD19 130w Power Delivery - 180w AC
Dell Limited Hardware Warranty
Advanced Exchange Service, 3 Years

SKU	Unit Price	Quantity	Subtotal
210-ARIQ	-	45	-
824-3993	-	45	-
824-3984	-	45	-

DellWare Only Config

Estimated delivery if purchased today:
Apr. 05, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Quantity	Subtotal
1	\$0.00

Description

DWC

SKU	Unit Price	Quantity	Subtotal
DWC	-	1	-

CUS,KYBD,MSE,US,O,KM636-B,LOGI

Estimated delivery if purchased today:
Apr. 01, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Quantity	Subtotal
37	\$32.19

Description

CUS,KYBD,MSE,US,O,KM636-B,LOGI

SKU	Unit Price	Quantity	Subtotal
580-ADTY	-	37	-

Quantity	Subtotal
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OptiPlex 7480 AIO**\$1,081.00****9****\$9,729.00**

Estimated delivery if purchased today:

Apr. 08, 2021

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 7480 All-in-One XCTO	210-AVLS	-	9	-
10th Generation Intel Core i5-10500 (6-Core, 12MB Cache, 3.1GHz to 4.5GHz, 65W)	338-BVCB	-	9	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	9	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	9	-
Dell Data Protection Encryption Personal Digital Delivery	421-9984	-	9	-
Dell ProSupport for Software, Dell Data Protection Encryption Personal, 1 Year	954-3455	-	9	-
16GB (1x16GB) DDR4 non-ECC Memory	370-AFIX	-	9	-
NO RAID	817-BBBN	-	9	-
M.2 512GB PCIe NVMe Class 35 Solid State Drive	400-BEUX	-	9	-
Screw for M.2 SATA SSD	773-BBBJ	-	9	-
Thermal Pad	412-AALV	-	9	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	9	-
7480 AIO 23.8" FHD 1920x1080 IPS Touch Anti-Glare,IR Camera, IntegratedGraphics, Bronze 160w PSU	329-BEVN	-	9	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	9	-
No Wireless LAN Card	555-BBFO	-	9	-
No Wireless Driver	340-AFMQ	-	9	-
OptiPlex All-in-One Height Adjustable Stand, All-in-One	575-BBRF	-	9	-
No Additional Cable Requested	379-BBCY	-	9	-
Dell KM636 Wireless Keyboard&Mouse (Blk)	580-AISH	-	9	-
Mouse included with Keyboard	570-AADI	-	9	-
No Cable Cover	325-BCZQ	-	9	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	9	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	9	-
SupportAssist	525-BBCL	-	9	-
Waves Maxx Audio	658-BBRB	-	9	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	9	-
Dell Optimizer	658-BEQP	-	9	-
ENERGY STAR Qualified	387-BBLW	-	9	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	9	-
Dell Watchdog Timer	379-BDWG	-	9	-
Quick Setup Guide 7480 AIO	340-CQNX	-	9	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	9	-
Shipping Label for DAO,BRZ	389-BBUU	-	9	-
Shipping Material for Fixed Stand / Height Adjustable Stand 5480 AIO (DAO)	340-CRJB	-	9	-

Regulatory Label for UMA Graphics (DAO/BCC)	389-DVTJ	-	9	-
FCC statement label AIO	389-DVDQ	-	9	-
Desktop BTO Standard shipment	800-BBIO	-	9	-
OptiPlex All-in-One Touch Panel	391-BDPU	-	9	-
Custom Configuration	817-BBBB	-	9	-
No Optane	400-BFPO	-	9	-
Intel vPro Technology Enabled	631-ACNZ	-	9	-
No External ODD	429-ABGY	-	9	-
ProSupport: 7x24 Technical Support, 3 Years	997-6915	-	9	-
ProSupport: Next Business Day Onsite 3 Years	997-6895	-	9	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	9	-
Dell Limited Hardware Warranty Plus Service	997-6870	-	9	-
			Quantity	Subtotal
			\$221.54	\$5,981.58

Dell 27 Monitor - P2719H

Estimated delivery if purchased today:
Apr. 01, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell 27 Monitor - P2719H	210-AQCS	-	27	-
Advanced Exchange Service, 3 Years	815-2492	-	27	-
Dell Limited Hardware Warranty	815-2491	-	27	-
			Quantity	Subtotal
			\$0.00	\$0.00

DellWare Only Config

Estimated delivery if purchased today:
Apr. 05, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
	DWC	-	1	-
			Quantity	Subtotal
			\$52.49	\$104.98

CUS,CBL,DA300,BIZLINK,DAO,DBP

Estimated delivery if purchased today:
Apr. 13, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
CUS,CBL,DA300,BIZLINK,DAO,DBP	470-ACWN	-	2	-
			Quantity	Subtotal
			\$0.00	\$0.00

DellWare Only Config

Estimated delivery if purchased today:
Apr. 05, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
	DWC	-	1	-
			Quantity	Subtotal
			\$31.49	\$661.29

CUS,SPKR,5V,ZLX,AC511M,WW

Estimated delivery if purchased today:

Description	SKU	Unit Price	Quantity	Subtotal
CUS,SPKR,5V,ZLX,AC511M,WW	520-AAOT	-	21	-
			Quantity	Subtotal
			21	\$14,469.00

OptiPlex 7080 Small Form Factor

Estimated delivery if purchased today:

Mar. 30, 2021

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 7080 SFF BTX	210-AVLC	-	21	-
10th Generation Intel Core i5-10500 (6-Core, 12MB Cache, 3.1GHz to 4.5GHz, 65W)	338-BVCB	-	21	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	21	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	21	-
VMware Carbon Black Cloud Endpoint Standard NGAV, B-EDR, w/Dell ProSupport for Software 1 Year	528-CHEC	-	21	-
16GB (2x8GB) DDR4 non-ECC Memory	370-AFLD	-	21	-
M.2 512GB PCIe NVMe Class 35 Solid State Drive	400-BEUX	-	21	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	21	-
M.2 22x30 Thermal Pad	412-AAQT	-	21	-
No Additional Hard Drive	401-AANH	-	21	-
NO RAID	817-BBBN	-	21	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	21	-
OptiPlex 7080 Small Form Factor with 200W up to 85% efficiency (Bronze)	329-BETW	-	21	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	21	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	21	-
DVD+/-RW Bezel	325-BDSH	-	21	-
CMS Essentials DVD no Media	658-BBTV	-	21	-
No Media Card Reader	385-BBCR	-	21	-
No Wireless LAN Card	555-BBFO	-	21	-
No Wireless Driver	340-AFMQ	-	21	-
No Additional Cable Requested	379-BBCY	-	21	-
No PCIe add-in card	492-BBFF	-	21	-
No Additional Add In Cards	382-BBHX	-	21	-
No Additional Video Ports	492-BCKH	-	21	-
Dell KM636 Wireless Keyboard&Mouse (Blk)	580-AISH	-	21	-
Mouse included with Keyboard	570-AADI	-	21	-
No Cable Cover	325-BCZQ	-	21	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	21	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	21	-
SupportAssist	525-BBCL	-	21	-

Waves Maxx Audio	658-BBRB	-	21	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	21	-
Dell Optimizer	658-BEQP	-	21	-
ENERGY STAR Qualified	387-BBLW	-	21	-
Dell Watchdog Timer	379-BDWG	-	21	-
Quick Start Guide for OptiPlex 7080 Small Form Factor	340-CQNI	-	21	-
Print on Demand Label	389-BDQH	-	21	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	21	-
Shipping Material for SFF (DAO)	340-CQYR	-	21	-
Shipping Label for DAO,BRZ	389-BBUU	-	21	-
EPA Regulatory Label with 200W PSU (DAO)	389-DVNV	-	21	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	21	-
No Intel Responsive	551-BBBJ	-	21	-
Desktop BTS/BTP Shipment	800-BBIP	-	21	-
Fixed Hardware Configuration	998-EDRM	-	21	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	21	-
No Optane	400-BFPO	-	21	-
Intel vPro Technology Enabled	631-ACNM	-	21	-
Speaker for Tower and SFF	520-AARD	-	21	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	21	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	21	-
ProSupport: Next Business Day Onsite 3 Years	812-3908	-	21	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	21	-
ProSupport: 7x24 Technical Support, 3 Years	812-3894	-	21	-

Quantity

Subtotal

Logitech MK200 Media Keyboard and Mouse Combo

\$21.49

9

\$193.41

Estimated delivery if purchased today:

Apr. 05, 2021

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Logitech MK200 Media Keyboard and Mouse Combo	A6859396	-	9	-
			Quantity	Subtotal
			\$170.90	\$5,127.00

Dell 24 Monitor - P2419H

Estimated delivery if purchased today:

Apr. 01, 2021

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2419H	210-AQDX	-	30	-
Dell Limited Hardware Warranty	814-5380	-	30	-
Advanced Exchange Service, 3 Years	814-5381	-	30	-
			Quantity	Subtotal
			\$48.99	\$48.99

Dell Adapter 90-Watt Type-C with 1M Power Cord, Cus Kit

Estimated delivery if purchased today:

Apr. 05, 2021

Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Adapter 90-Watt Type-C with 1M Power Cord, Cus Kit	492-BCBK	-	1	-
			Quantity	Subtotal
			\$1,458.29	\$1,458.29

Latitude 5320

Estimated delivery if purchased today:
Jun. 09, 2021

Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5320 XCTO Base	210-AXXI	-	1	-
11th Generation Intel Core i7-1185G7 (4 Core, 12M cache, base 3.0GHz, up to 4.8GHz, vPro)	379-BEHZ	-	1	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
I7-1185G7 Vpro, Intel Iris Xe Graphics, Thunderbolt, 32GB	338-BXVC	-	1	-
Latitude 5320 Assembly Base	338-BXVP	-	1	-
ME Disable Manageability	631-ACTX	-	1	-
32G Onboard Memory	370-AFVW	-	1	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BKSU	-	1	-
13.3" FHD 2-in-1 (1920x1080) Touch, Anti-Glare, GG5 DXC, IPS, HD Camera, 300 nits, WLAN	391-BFQC	-	1	-
Single Pointing Backlit US-English Keyboard	583-BHBS	-	1	-
Wireless QCA 61X4A WLAN Driver	555-BGGY	-	1	-
Qualcomm(R) QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter, Bluetooth 5.0	555-BCMWW	-	1	-
3 Cell 42Whr ExpressCharge™ Capable Battery	451-BCSI	-	1	-
65W Type-C Epeat Adapter	492-BCXP	-	1	-
Palmrest, No Security, Thunderbolt 4	346-BGUL	-	1	-
US Power Cord	537-BBBL	-	1	-
Quick setup guide worldwide 2-in-1	340-CTXM	-	1	-
ESTAR E-label	387-BBPH	-	1	-
Custom Configuration	817-BBBB	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Dell Optimizer	658-BEQP	-	1	-
DAO Mix Model 65W adapter (2IN1)	340-CTWZ	-	1	-
5320 2-in-1 Bottom Door	354-BBDL	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-

Dell Limited Hardware Warranty	997-8317	-	1	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-8380	-	1	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	997-8381	-	1	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-8382	-	1	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-8383	-	1	-
No Accidental Damage Selected	981-4619	-	1	-

			Quantity	Subtotal
Latitude 5320		\$1,246.61	21	\$26,178.81

Estimated delivery if purchased today:

Jun. 09, 2021

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5320 XCTO Base	210-AXXI	-	21	-
11th Generation Intel Core i5-1135G7 (4 Core, 8M cache, base 2.4GHz, up to 4.2GHz)	379-BEHX	-	21	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	21	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	21	-
VMware Carbon Black Cloud Endpoint Standard NGAV, B-EDR, w/Dell ProSupport for Software 1 Year	528-CHEC	-	21	-
I5-1135G7 Trans, Intel Iris Xe Graphics, Thunderbolt, 16GB	338-BXVG	-	21	-
Latitude 5320 Assembly Base	338-BXVP	-	21	-
non-vPro Manageability	631-ACTY	-	21	-
16G Onboard Memory	370-AFVV	-	21	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BKSU	-	21	-
13.3" FHD 2-in-1 (1920x1080) Touch, Anti-Glare, GG5 DXC, IPS, HD Camera, 300 nits, WLAN	391-BFQC	-	21	-
Single Pointing Backlit US-English Keyboard	583-BHBS	-	21	-
Wireless Intel AX201 WLAN Driver	555-BGHB	-	21	-
Intel Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1	555-BGGT	-	21	-
4 Cell 63Whr ExpressCharge™ Capable Battery	451-BCSM	-	21	-
65W Type-C Epeat Adapter	492-BCXP	-	21	-
Palmrest, No Security, Thunderbolt 4	346-BGUL	-	21	-
US Power Cord	537-BBBL	-	21	-
Quick setup guide worldwide 2-in-1	340-CTXM	-	21	-
ESTAR E-label	387-BBPH	-	21	-
Custom Configuration	817-BBBB	-	21	-
SupportAssist	525-BBCL	-	21	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	21	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	21	-
Waves Maxx Audio	658-BBRB	-	21	-

Dell Power Manager	658-BDVK	-	21	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	21	-
Dell Optimizer	658-BEQP	-	21	-
DAO Mix Model 65W adapter (2IN1)	340-CTWZ	-	21	-
5320 2-in-1 Bottom Door	354-BBDL	-	21	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	21	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	21	-
Dell Limited Hardware Warranty	997-8317	-	21	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	21	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	21	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-8380	-	21	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	997-8381	-	21	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-8382	-	21	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-8383	-	21	-
No Accidental Damage Selected	981-4619	-	21	-

Quantity

Subtotal

Dell Latitude 5511

\$1,179.00

25

\$29,475.00

Estimated delivery if purchased today:

May. 20, 2021

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5511 MLK XCTO	210-AVCX	-	25	-
10th Generation Intel(R) Core i5-10300H (4 Core, 8M cache, 2.5GHz, 4.5GHz Turbo, 35W)	379-BDXE	-	25	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	25	-
Intel(R) UHD Graphics with Thunderbolt for Intel 10th Gen Core i5-10300H	338-BUWD	-	25	-
No Out-of-Band Systems Management - No vPro	631-ACLF	-	25	-
16GB, 2x8GB, DDR4 Non-ECC	370-AFEG	-	25	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BEMU	-	25	-
RGB Cam/Mic Bezel with Dell Privacy Shutter	325-BDQZ	-	25	-
LCD back cover for Latitude 5510/5511, WLAN Capable, Aluminum	320-BDRB	-	25	-
15.6" FHD WVA (1920 X 1080) Anti-Glare Non-touch, 300nits	391-BEZO	-	25	-
DP Palmrest, No Fingerprint, No Smart Card, TBT, Aluminum	346-BFYW	-	25	-
Dual Pointing Backlit US English Keyboard with 10 Key Numeric Keypad	583-BFBO	-	25	-
Qualcomm(R) QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter, Bluetooth 5.0	555-BCMW	-	25	-
3 Cell 51Whr ExpressCharge Capable Battery	451-BCPF	-	25	-
90W E5 Type-C Power Adapter	492-BCXB	-	25	-
E5 US Power Cord	450-AAEJ	-	25	-
Custom Configuration	817-BBBB	-	25	-
No Option Included	340-ACQQ	-	25	-
ENERGY STAR Qualified	387-BBNO	-	25	-

Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	25	-
Dell Limited Hardware Warranty	997-8317	-	25	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	25	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	25	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	25	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	25	-

			Quantity	Subtotal
Precision 3640 Tower		\$1,698.00	1	\$1,698.00

Estimated delivery if purchased today:

May. 24, 2021

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Intel® Core™ i7-10700K (8 Core, 16M cache, base 3.8GHz, up to 5.1GHz) DDR4 2933	338-BVUZ	-	1	-
HEATSINK for 125W CPU	412-AATK	-	1	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
Precision 3640 Tower with 460W up to 90% efficient (80 Plus Gold) PSU, Advanced Front I/O with SD card reader	321-BFOF	-	1	-
32GB, 2x16GB, DDR4 UDIMM non-ECC memory	370-AFGF	-	1	-
AMD Radeon Pro W5500, 8GB, 4 DP (Precision 3640)	490-BGCN	-	1	-
C1: M.2 SSD Boot + Optional M.2 SSD	449-BBNJ	-	1	-
No RAID	780-BBCJ	-	1	-
512GB PCIe NVMe Class 50 M.2 SSD	400-BIRV	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	1	-
No Wireless LAN Card	555-BBFO	-	1	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABDW	-	1	-
Bezel ODD	429-ABKQ	-	1	-
CMS Essentials DVD no Media	658-BBTV	-	1	-
Intel® Management Engine disabled	631-ACPI	-	1	-
GPT is 100% required for all order	411-XXYB	-	1	-
Dell KB216 Wired Keyboard English	580-ADJC	-	1	-
Black Dell MS116 Wired Mouse	275-BBBW	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	1	-
No Wireless LAN Card	555-BBFO	-	1	-
US Power Cord	450-AH DU	-	1	-

Quick setup guide	340-CRHH	-	1	-
SHIP,PWS,LNK,NO,NO,AMF	340-CBUU	-	1	-
Ship material - EPEAT Certification	340-COYI	-	1	-
Precision 3640, 460W Gold Reg Label DAO	389-DVQZ	-	1	-
Internal speaker	520-AARM	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Optimizer for Precision	640-BBSC	-	1	-
Dell Premier Color 5.1	640-BBSE	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
92mm Fan w/Holder,36xx	384-BCIW	-	1	-
Custom Configuration	817-BBBB	-	1	-
Precision 3640 Tower CTO BASE	210-AWEJ	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	997-2836	-	1	-
ProSupport: Next Business Day Onsite, 3 Years	997-6782	-	1	-
			Quantity	Subtotal

Mobile Precision 3551

\$1,501.27

6

\$9,007.62

Estimated delivery if purchased today:

Jun. 23, 2021

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Intel Core Processor i7-10750H (6 Core, 12MB Cache, 2.60 GHz to 5.00 GHz, 35W)	379-BDWY	-	6	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	6	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	6	-
16GB, 1X16GB, DDR4 2933Mhz Non-ECC Memory	370-AFFB	-	6	-
Nvidia Quadro P620 w/ 4GB GDDR5	490-BFBH	-	6	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BDWU	-	6	-
No Additional Hard Drive	401-AAGM	-	6	-
Intel WiFi6 AX201 Wireless Card for WW	555-BFNV	-	6	-
No Out-of-Band Systems Management - No vPro	631-ACLF	-	6	-
Dual Pointing Backlit US English Keyboard with 10 Key Numeric Keypad	583-BGWN	-	6	-
No ENERGY STAR Qualified	387-BBCE	-	6	-
US Power Cord	537-BBBL	-	6	-
Regulatory Label included	389-BEYY	-	6	-
FCC Label	389-DPPX	-	6	-
SupportAssist	525-BBCL	-	6	-
System Driver for Mobile Precision 3551	631-ACLD	-	6	-

Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	6	-
Dell Optimizer for Precision	640-BBSC	-	6	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	6	-
Waves Maxx Audio	658-BBRB	-	6	-
Dell Power Manager	658-BDVK	-	6	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	6	-
Custom Configuration	817-BBBB	-	6	-
Dell Mobile Precision Workstation 3551 CTO	210-AVJY	-	6	-
Intel Core Processor i7-10750H with Nvidia Quadro P620 Graphics, Thunderbolt	329-BETJ	-	6	-
Bottom door	354-BBCD	-	6	-
DP Palmrest w/ Touch Fingerprint Reader only, TBT	346-BFZB	-	6	-
4 Cell 68Whr ExpressCharge Capable Battery	451-BCTN	-	6	-
Cable for 3/4 cell battery	470-ADOY	-	6	-
WWAN Support	320-BDRQ	-	6	-
Bezel, IR Camera & Mic	325-BDRQ	-	6	-
15.6" FHD 1920x1080, Anti-Glare w/ Embedded Touch, 45% color gamut	391-BEYY	-	6	-
130 Watt E4 AC Adapter	450-AHDT	-	6	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	6	-
ProSupport: 7x24 Technical Support, 3 Years	997-1109	-	6	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	6	-
ProSupport: Next Business Day Onsite, 3 Years	997-6028	-	6	-
Keep Your Hard Drive, 3 Year	983-8342	-	6	-

Subtotal:	\$114,789.00
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$114,789.00

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

911 Communications - Terry Purvis/Mary Daniels									
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
581	911	Dock	Dell			1	\$ 196.34	\$ 196.34	
581	911	Laptop	Dell	Latitude	5320 2-in-1	1	\$ 1,246.61	\$ 1,246.61	
581	911				TOTAL:			\$ 1,442.95	01-0100-0581-003010
CC4 - Sharrion Threadgill									
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
429	CC4	AIO	Dell	Optiplex	7480	2	\$ 1,081.00	\$ 2,162.00	
429	CC4	K/M	Dell	Wireless		2	\$ 32.19	\$ 64.38	
429	CC4				TOTAL:			\$ 2,226.38	01-0100-0429-003010
CIUD - Melissa Goins									
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
400	CIUD	Case	Dell			3	\$ 20.99	\$ 62.97	
400	CIUD	Dock	Dell			2	\$ 196.34	\$ 392.68	
400	CIUD	K/M	Dell	Wireless		2	\$ 32.19	\$ 64.38	
400	CIUD	Laptop	Dell	Latitude	5320 2-in-1	2	\$ 1,246.61	\$ 2,493.22	
400	CIUD	Other	Dell	USB C Adapter		2	\$ 52.49	\$ 104.98	
400	CIUD				TOTAL:			\$ 3,118.23	01-0100-0400-003010
COMM1 - Terry Cook									
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
211	COMM1	Dock	Dell			2	\$ 196.34	\$ 392.68	
211	COMM1	K/M	Dell	Wireless		2	\$ 32.19	\$ 64.38	
211	COMM1	Laptop	Dell	Latitude	5320 2-in-1	2	\$ 1,246.61	\$ 2,493.22	
211	COMM1				TOTAL:			\$ 2,950.28	01-0100-0211-003010
CON4 - Brian Olson									
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
554	CON4	Monitor	Dell	27"		5	\$ 221.54	\$ 1,107.70	
554	CON4	Soundbar	Dell			1	\$ 31.49	\$ 31.49	
554	CON4				TOTAL:			\$ 1,139.19	01-0100-0554-003010
CSCD - Melissa Ramos									
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
572	CSCD	AIO	Dell	Optiplex	7480	7	\$ 1,081.00	\$ 7,567.00	
572	CSCD	K/M	Dell	Wireless		7	\$ 32.19	\$ 225.33	
572	CSCD	Soundbar	Dell			7	\$ 31.49	\$ 220.43	
572	CSCD				TOTAL:			\$ 8,012.76	CSCD PO issued # CSCDbulk-031621
ELEC - Julie Seippel									
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
492	ELEC	Desktop	Dell	Precision	3630 - 32GB RAM	1	\$ 1,698.00	\$ 1,698.00	01.0377.0377.003010 \$1698.00
492	ELEC	Dock				3	\$ 196.34	\$ 589.02	
492	ELEC	K/M	Dell	Wired		1	\$ 21.49	\$ 21.49	
492	ELEC	K/M	Dell	Wireless		3	\$ 32.19	\$ 96.57	
492	ELEC	Laptop	Dell	Latitude	5320 2-in-1	3	\$ 1,246.61	\$ 3,739.83	01.0100.0492.003010 \$4,446.91
492	ELEC				TOTAL:			\$ 6,144.91	
HD - Michelle Broddrick									
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
630	HD	Desktop	Dell	Optiplex	7080	10	\$ 689.00	\$ 6,890.00	
630	HD	Dock	Dell			1	\$ 196.34	\$ 196.34	
630	HD	Laptop	Dell	Latitude	5320 2-in-1	8	\$ 1,246.61	\$ 9,972.88	
630	HD	Laptop	Dell	Mobile Precision	3551 - GIS/Special Case	3	\$ 1,501.27	\$ 4,503.81	
630	HD	Monitor	Dell	27"		1	\$ 221.54	\$ 221.54	
630	HD	Soundbar	Dell			2	\$ 31.49	\$ 62.98	
630	HD				TOTAL:			\$ 21,847.55	01-0100-0630-003010
HR - Rebecca Clemons/Kayla Marek									
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
402	HR	Dock				1	\$ 196.34	\$ 196.34	
402	HR	Monitor	Dell	24"		2	\$ 170.90	\$ 341.80	
402	HR				TOTAL:			\$ 538.14	01-0100-0402-003010
HZMT - Hank Jones									
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
542	HZMT	Monitor	Dell	24"		2	\$ 170.90	\$ 341.80	
542	HZMT	Soundbar	Dell			1	\$ 31.49	\$ 31.49	
542	HZMT				TOTAL:			\$ 373.29	01-0100-0542-003010
ITS - Holly Shell / Tammy McCulley									
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
503	ITS	Case	Dell			7	\$ 20.99	\$ 146.93	
503	ITS	Dock	Dell			16	\$ 196.34	\$ 3,141.44	
503	ITS	K/M	Dell	Wireless		5	\$ 32.19	\$ 160.95	
503	ITS	Laptop	Dell	Latitude	5511	4	\$ 1,179.00	\$ 4,716.00	
503	ITS	Laptop	Dell	Latitude	5320 2-in-1	2	\$ 1,246.61	\$ 2,493.22	
503	ITS	Laptop	Dell	Latitude	5320 2-in-1 - i7-32GB RAM	1	\$ 1,458.29	\$ 1,458.29	
503	ITS	Laptop	Dell	Mobile Precision	3551 - GIS/Special Case	1	\$ 1,501.27	\$ 1,501.27	
503	ITS	Monitor	Dell	24"		10	\$ 170.90	\$ 1,709.00	
503	ITS	Monitor	Dell	27"		6	\$ 221.54	\$ 1,329.24	
503	ITS				TOTAL:			\$ 16,656.34	01-0100-0503-003010

JAIL - Terri Countess / Abigail Dass									
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
570	JAIL	Case	Dell			1	\$ 20.99	\$ 20.99	
570	JAIL	Desktop	Dell	Optiplex	7080	4	\$ 689.00	\$ 2,756.00	
570	JAIL	Dock	Dell			1	\$ 196.34	\$ 196.34	
570	JAIL	K/M	Dell	Wired		4	\$ 21.49	\$ 85.96	
570	JAIL	Laptop	Dell	Latitude	5511	1	\$ 1,179.00	\$ 1,179.00	
570	JAIL	Monitor	Dell	24"		4	\$ 170.90	\$ 683.60	
570	JAIL				TOTAL:			\$ 4,921.89	01-0100-0570-003010
JP1 - Geneva Salazar									
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
451	JP1	Dock	Dell			1	\$ 196.34	\$ 196.34	
451	JP1	Misc	Dell	Power Adapter	for Latitude 5320 2-in-1	1	\$ 48.99	\$ 48.99	
451	JP1				TOTAL:			\$ 245.33	01-0100-0451-003010
JP2 - Sheri Friedman									
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
452	JP2	Case	Dell			3	\$ 20.99	\$ 62.97	
452	JP2	Dock	Dell			3	\$ 196.34	\$ 589.02	
452	JP2	Laptop	Dell	Latitude	5511	3	\$ 1,179.00	\$ 3,537.00	
452	JP2				TOTAL:			\$ 4,188.99	01-0372-0452-003010
JP3 - Cherie Vasquez									
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
453	JP3	Case	Dell			1	\$ 20.99	\$ 20.99	
453	JP3	Desktop	Dell	Optiplex	7080	1	\$ 689.00	\$ 689.00	
453	JP3	Dock	Dell			3	\$ 196.34	\$ 589.02	
453	JP3	K/M	Dell	Wireless		2	\$ 32.19	\$ 64.38	
453	JP3	Laptop	Dell	Latitude	5511	1	\$ 1,179.00	\$ 1,179.00	
453	JP3				TOTAL:			\$ 2,542.39	01-0372-0453-003010
JP4 - Jessica Tiedt									
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
454	JP4	Laptop	Dell	Latitude	5511	3	\$ 1,179.00	\$ 3,537.00	
454	JP4				TOTAL:			\$ 3,537.00	01-0372-0454-003010
JUV - Roberto Lopez									
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
576	JUV	Dock	Dell			3	\$ 196.34	\$ 589.02	
576	JUV	Laptop	Dell	Latitude	5511	3	\$ 1,179.00	\$ 3,537.00	
576	JUV				TOTAL:			\$ 4,126.02	01-0100-0576-003010
PTS - Ron Morgan/Jamie Carrillo									
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
591	PTS	Case	Dell			5	\$ 20.99	\$ 104.95	grant funded - Transformative Justic Program - Ron Morgan
591	PTS	Laptop	Dell	Latitude	5511	5	\$ 1,179.00	\$ 5,895.00	
591	PTS	Case	Dell			5	\$ 20.99	\$ 104.95	431P; 431A; Task 6.1 \$5,999.95
591	PTS	Dock	Dell			5	\$ 196.34	\$ 981.70	
591	PTS	K/M	Dell	Wireless		5	\$ 32.19	\$ 160.95	
591	PTS	Laptop	Dell	Latitude	5511	5	\$ 1,179.00	\$ 5,895.00	
591	PTS	Monitor	Dell	24"		12	\$ 170.90	\$ 2,050.80	
591	PTS	Soundbar	Dell			5	\$ 31.49	\$ 157.45	01-0100-0591-003010 \$9,350.85
591	PTS				TOTAL:			\$ 15,350.80	
SO - Starla Hall / Hannah Nestorick									
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
560	SO	Case	Dell			2	\$ 20.99	\$ 41.98	grant funded - SO VA Unit - Hannah Nestorick
560	SO	Dock	Dell			2	\$ 196.34	\$ 392.68	
560	SO	Laptop	Dell	Mobile Precision	3551 - GIS/Special Case	2	\$ 1,501.27	\$ 3,002.54	grant funded - SO VA Unit - Hannah Nestorick
560	SO	Case	Dell			3	\$ 20.99	\$ 62.97	434P; 434A; Task 3.4 \$3,542.80
560	SO	Desktop	Dell	Optiplex	7080	6	\$ 689.00	\$ 4,134.00	
560	SO	Dock	Dell			1	\$ 196.34	\$ 196.34	
560	SO	K/M	Dell	Wireless		5	\$ 32.19	\$ 160.95	
560	SO	Laptop	Dell	Latitude	5320 2-in-1	3	\$ 1,246.61	\$ 3,739.83	
560	SO	Monitor	Dell	27"		12	\$ 221.54	\$ 2,658.48	
560	SO	Soundbar	Dell			5	\$ 31.49	\$ 157.45	01-0100-0560-003010 \$11,110.02
560	SO				TOTAL:			\$ 14,547.22	TOTAL
TAX - Judy Kocian									
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
499	TAX	K/M	Dell	Wired		4	\$ 21.49	\$ 85.96	
499	TAX	K/M	Dell	Wireless		4	\$ 32.19	\$ 128.76	
499	TAX				TOTAL:			\$ 214.72	01-0100-0499-003010
VET - Karen Walker									
Dept #	Dept Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
405	VET	Monitor	Dell	27"		3	\$ 221.54	\$ 664.62	
405	VET				TOTAL:			\$ 664.62	01-0100-0405-003006
					GrandTotal:	286		\$ 114,789.00	

Commissioners Court - Regular Session**32.****Meeting Date:** 03/30/2021

New Standard Agreement with Siena MUD #1 for County Sheriff

Submitted For: Mike Gleason**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Siena MUD #1 regarding off duty contracting of County Sheriff Deputies to be effective April 1, 2021.

Background

This is a new agreement for Siena MUD #1 located between Limmer Loop, CR 110 and Hwy 79 in Williamson County. The agreement will give permission for Siena MUD #1 to contract County Sheriff Deputies in a private capacity and the County to invoice Siena MUD #1 for deputies' vehicle usage. The term of this agreement shall begin on April 1, 2021 and will have two additional one year automatic renewals on October 1, 2021 and October 1, 2022. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2023 (FY'2024).

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Siena MUD #1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 03/23/2021

Reviewed By

Andrea Schiele

Date

03/23/2021 06:29 PM

Started On: 03/23/2021 09:04 AM

STATE OF TEXAS § STANDARD AGREEMENT WITH
 § LOCAL GOVERNMENTAL ENTITY
 § REGARDING OFF-DUTY
 § CONTRACTING OF COUNTY
COUNTY OF WILLIAMSON § SHERIFF DEPUTIES

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce "district policies" or "house rules" of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***
2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
4. The term of this AGREEMENT shall begin on the April 1, 2021 and shall terminate on September 30, 2021, and will have two additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2021 and October 1, 2022. It must be revisited with proper approvals from the applicable

governing bodies and elected official(s) for the fiscal year beginning on October 1, 2023.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of \$8.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.
8. LGE agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. LGE agrees that it shall pay deputies directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.
10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

LGE:

Siena Municipal Utility District No. 1

Signature: _____

Printed Name: Douglas Kuenstler

Title: President, Board of Directors

Date: March 17, 2021

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: March 22, 2021

Address of Office: 508 S. Rock St.
Georgetown, TX
78626

**COUNTERPART SIGNATURE PAGE TO STANDARD AGREEMENT WITH
LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY SERVICES OF
COUNTY DEPUTIES**

**TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK¹**

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Hon. Bill Gravell
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

¹ Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session**33.****Meeting Date:** 03/30/2021

New Standard Agreement with Siena MUD #2 for County Sheriff

Submitted For: Mike Gleason**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Siena MUD #2 regarding off duty contracting of County Sheriff Deputies to be effective April 1, 2021.

Background

This is a new agreement for Siena MUD #2 located between Limmer Loop, CR 110 and Hwy 79 in Williamson County. This agreement will give permission for Siena MUD #2 to contract County Sheriff Deputies in a private capacity and the County to invoice Siena MUD #2 for deputies' vehicle usage. The term of this agreement shall begin on April 1, 2021 and will have two additional one year automatic renewals on October 1, 2021 and October 1, 2022. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2023 (FY'2024).

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Siena MUD #2

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 03/25/2021

Reviewed By

Andrea Schiele

Date

03/25/2021 09:01 AM

Started On: 03/24/2021 10:41 AM

STATE OF TEXAS	§	STANDARD AGREEMENT WITH
	§	LOCAL GOVERNMENTAL ENTITY
	§	REGARDING OFF-DUTY
	§	CONTRACTING OF COUNTY
COUNTY OF WILLIAMSON	§	SHERIFF DEPUTIES

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce "district policies" or "house rules" of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***
2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
4. The term of this AGREEMENT shall begin on the April 1, 2021 and shall terminate on September 30, 2021, and will have two additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2021 and October 1, 2022. It must be revisited with proper approvals from the applicable

governing bodies and elected official(s) for the fiscal year beginning on October 1, 2023.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of \$8.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.
8. LGE agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. LGE agrees that it shall pay deputies directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.
10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

LGE:

Siena Municipal Utility District No. 2

Signature: _____

Printed Name: Jeff O'Jibway

Title: President, Board of Directors

Date: March 17, 2021

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: March 23, 2021

Address of Office: 508 S. Rock St.
Georgetown TX
78626

COUNTERPART SIGNATURE PAGE TO STANDARD AGREEMENT WITH
LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY SERVICES OF
COUNTY DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK¹

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Hon. Bill Gravell
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

¹ Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session**34.****Meeting Date:** 03/30/2021

1612-131 renewal 2 for Payroll Services for existing Temporary Labor for Elections Administration

Submitted For: Joy Simonton**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on the extension of contract 1612-131, Renewal # 2, for Payroll Services for existing Temporary Labor for the Elections Administration for the term of April 19, 2021 – April 18, 2022, with Evans Personnel Consultants, Inc.

Background

This is the second renewal period for this contract. The Elections Department requests this renewal and submitted a Vendor Performance Report (VPR) stating the vendor met all county contract requirements. The department point of contact is Jenifer Favreau. The FY21 budget information is as follows:

01.0100.0492.004100, Professional Services, \$540,924.00
01.0375.0375.004100, Professional Services, \$615,500.00
01.0376.0376.004100, Professional Services, \$50,000.00
01.0377.0377.004100, Professional Services, \$50,000.00

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

1612-131 Payroll Services for Temporary Labor for Elections

1612-131 Payroll Services for Temporary Labor for Elections Administration - renewal 1

1612-131 Payroll Services for Temporary Labor for Elections Administration - renewal 2 vendor signed

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Dianne West

Final Approval Date: 03/25/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

03/25/2021 09:10 AM

03/25/2021 09:12 AM

Started On: 03/23/2021 01:46 PM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
(RFP#1612-131 Payroll Services
for Temporary Labor for Elections)**

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Evins Personnel Consultants, Inc., 2013 W. Anderson Ln., Austin, Texas 78757**, (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

- A. As described in RFP#1612-131 Payroll Services for Temporary Labor for Elections and the Service Provider's Proposal Response, signed and dated January 30, 2017, which are incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in RFP#1612-131 and Service Provider's Proposal Response, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for an initial term of thirty-six (36) months. The County Reserves the right to extend pursuant to paragraph 1.6 of Additional Stipulation set forth in RFP#1612-131.

This contract may be terminated pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based on a fee schedule set forth in **"Cost Proposal Appendix A," which is part of Service Provider's Proposal Response.** Additionally, payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

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

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE

PER PERSON

PER OCCURRENCE

Comprehensive General Liability (including premises, completed operations and contractual)	\$ 500,000	\$ 500,000
Aggregate policy limits:		\$1,000,000

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

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

V.

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

- A. RFP#1612-131 Payroll Services for Temporary Labor for Elections;**
- B. Service Provider's Proposal Response, signed and dated January 30, 2017;
and**
- C. Any required insurance certificates evidencing required coverages.**

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

VI.

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

indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

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

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

VIII.

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

IX.

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

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof.

XI.

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

XII.

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

XIII.

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

XIV.

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

times.

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

SERVICE PROVIDER:



County Judge

Dan A GATT

Printed Name

Date: 04-19, 2017



Authorized Signature

MARY E EVANS

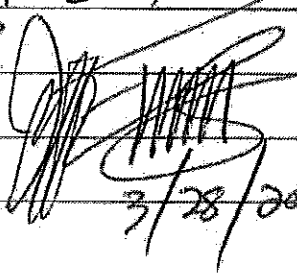
Printed Name

Date: 3/28/17, 2017

(Incorporated Documents)



Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	Department:	Elections
Vendor Name:	Evins Personnel Consultants, Inc.		
Vendor Address:	2013 W. Anderson Ln. Austin, TX 78757		
Purpose/Intended Use of Product or Service (summary):			
Payroll Services for Referred and Existing Labor for Elections			
P.O./Contract Number:	1612-131	Effective Date:	04/19/2020
Purchaser/Contract Specialist:	Dianne West	Expiration Date:	04/18/2021
Requested By:	Jenifer Favreau, Deputy Elections Administrator		
Detailed description of renewal of product and/or service.			
<ul style="list-style-type: none">Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.PLEASE INCLUDE THE FOLLOWING:<ul style="list-style-type: none">Completed Texas Ethics Commission FORM 1295; ANDRenewed Certificate of InsuranceExtend Contract for the 1st of four (4) one year renewal option periods:			
Renewal Option Period 1		April 19, 2020 – April 18, 2021	
Initial Contract Period		April 19, 2017 – April 18, 2020	
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN			
Vendor	<u>Evins Personnel Consultants Inc.</u>	Williamson County, 710 Main St., Georgetown, TX 78626	
Name	<u>JEFF EVINS</u>	Bill Gravell	
Title	<u>V.P.</u>	Williamson County Judge	
Signature		Signature <u>Judge Bill Gravell Jr.</u> <small>Judge Bill Gravell Jr. (Apr 7, 2020)</small>	
Date	<u>3/28/2020</u>	Date <u>Apr 7, 2020</u>	



Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	Department:	Elections
Vendor Name:	Evins Personnel Consultants, Inc.		
Vendor Address:	2013 W. Anderson Ln. Austin, TX 78757		
Purpose/Intended Use of Product or Service (summary):			
Payroll Services for Referred and Existing Labor for Elections			
P.O./Contract Number:	1612-131	Effective Date:	04/19/2021
Purchaser/Contract Specialist:	Dianne West	Expiration Date:	04/18/2022
Requested By:	Jenifer Favreau, Deputy Elections Administrator		
Detailed description of renewal of product and/or service.			
<ul style="list-style-type: none">Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.PLEASE INCLUDE THE FOLLOWING:<ul style="list-style-type: none">Completed Texas Ethics Commission FORM 1295; ANDRenewed Certificate of InsuranceExtend Contract for the 2nd of four (4) one year renewal option periods:			
Renewal Option Period 2	April 19, 2021 – April 18, 2022		
Renewal Option Period 1	April 19, 2020 – April 18, 2021		
Initial Contract Period	April 19, 2017 – April 18, 2020		
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN			
Vendor <u>Evins Group, LLC</u>	Williamson County, 710 Main St., Georgetown, TX 78626		
Name <u>Jeff Evins</u>	Bill Gravell		
Title <u>President</u>	Williamson County Judge		
Signature <u>[Signature]</u>	Signature _____		
Date <u>3-10-2021</u>	Date _____		

Commissioners Court - Regular Session**35.****Meeting Date:** 03/30/2021

Local Provider Participation Fund (LPPF) Fiscal Year 2021

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 setting a Public Hearing regarding the setting of the rate associated with mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2021 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health and Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

Background

Requesting a public hearing be set for April 20, 2021, at 10:00 a.m.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 03/25/2021

Reviewed By

Andrea Schiele

Date

03/25/2021 08:55 AM

Started On: 03/22/2021 09:14 AM

Commissioners Court - Regular Session**36.****Meeting Date:** 03/30/2021

Ratification of Emergency Purchase for CTTC Floor Demo

Submitted By: Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on ratifying proposal with The Roof Co. for Floor Demolition Services at the Central Texas Treatment Center (CTTC) in Granger in the amount of \$73,469.31 as per Tips contract #200201 and authorizing the execution of the proposal.

Background

This proposal is for the demolition of flooring at the CTTC facility for damages sustained during the February 2021 Winter Storm. Department Contact is Dale Butler. Funding Source: 01.0100.0409.004987.

Fiscal Impact

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

Attachments

The Roof Proposal

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 03/25/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

03/24/2021 04:25 PM

03/25/2021 08:55 AM

Started On: 03/18/2021 05:41 PM



Roofing - Construction - Consulting

Contractor Information: Austin Montgomery

Address: 141 Woods Ln. Bruceville, TX 76630

Contact Number: 254-722-0833

Contact Email: Austinmontg@gmail.com

Submitted To:

Name	Williamson County
Address	601N. Alligator St.
City, State ZIP	Granger, TX 76530
Phone	254-654-1495
Email	dgossett@wilco.org
Contact Name	Dwayne Gossett

Job Information:

Project Name	CTTC - Floor Demo
Address	Same
City, State ZIP	Same
Phone	Same
Email	Same
Site Contact	Same

Scope of Work

Start Date: TBD

Demo existing vinyl tile floor per the estimated quantities provided by travelers estimate dated 3/10/2021 12:59 pm

Demo existing vinyl plank flooring per the estimated quantities provided by travelers estimate dated 3/10/2021 12:59 pm

Debris disposal per the estimated quantities provided by travelers estimate date 3/10/2021 12:59 pm

Provide supervision during the duration of the demo. **TIPS # 200201**

Contract Amount *Not including taxes

\$73,469.31

Not Included

*any additional work beyond the scope of work will be at additional cost to customer

Terms & Conditions

Payment Terms: payment due upon completion

All changes requested by customer will not be accepted by contractor unless approved in writing

Contractor will not be responsible for any existing conditions or future conditions of existing structure

Any surplus materials shall remain the possession of the contractor

Limitation of liability - not withstanding anything to the contrary contained in this proposal or any contract document

between the contractor & customer, contractor shall in no event be liable for any indirect, exemplary, special, consequential or incidental damages of any kind, even if contractor has been advised of the possibility of such damages, nor shall contractor's liability for any direct damages exceed the total amount paid to contractor for its work hereunder.

Owner Acceptance

As evidence by my signature below, for value received, I the customer (name of guarantor and signature below), absolutely, irrevocably and unconditionally guarantee payment in full of this contract according to its terms & conditions listed above

No returns on ordered and or fabricated materials if job is cancelled during the ordering process

Customer agrees to pay contractor for any ordered and or fabricated materials that are not returnable

Acceptance by (owner or authorized representative)

Date

Commissioners Court - Regular Session**37.****Meeting Date:** 03/30/2021

DOI Projects and Issues

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards,
Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Receive updates on the Department of Infrastructure projects and issues.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 02/09/2021

Reviewed By

Andrea Schiele

Date

02/09/2021 08:43 AM

Started On: 02/08/2021 03:38 PM

Commissioners Court - Regular Session**38.****Meeting Date:** 03/30/2021

Southeast Loop Segment 1 UBCWCID Permit

Submitted By: Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding a permit application for Upper Brushy Creek Water Improvement Control District (UBCWCID) regarding placement of fill within an inundation easement at SCS Pond 21 required for the Southeast Loop Segment 1 Project, a Road Bond Project in Commissioner Pct 4. Project: P463 Funding Source: Road Bonds

Background

The permit requests that the County hold a pre-construction meeting with UBCWCID, monthly written progress reports, 72-hour notice prior to work within the UBCWCID easement area, survey of the post-grading mitigation volume in the pond, as-built package and final inspection with walk through for revegetation, etc. The permit application fee is \$3000. No work within the inundation easement will take place until a permit is received from the UBCWCID.

Fiscal Impact

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

Attachments

SELoopS1P1-InundationEasementMap

SELoopS1P1-Application-Checklist

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 03/25/2021

Reviewed By

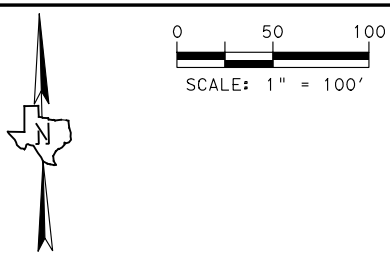
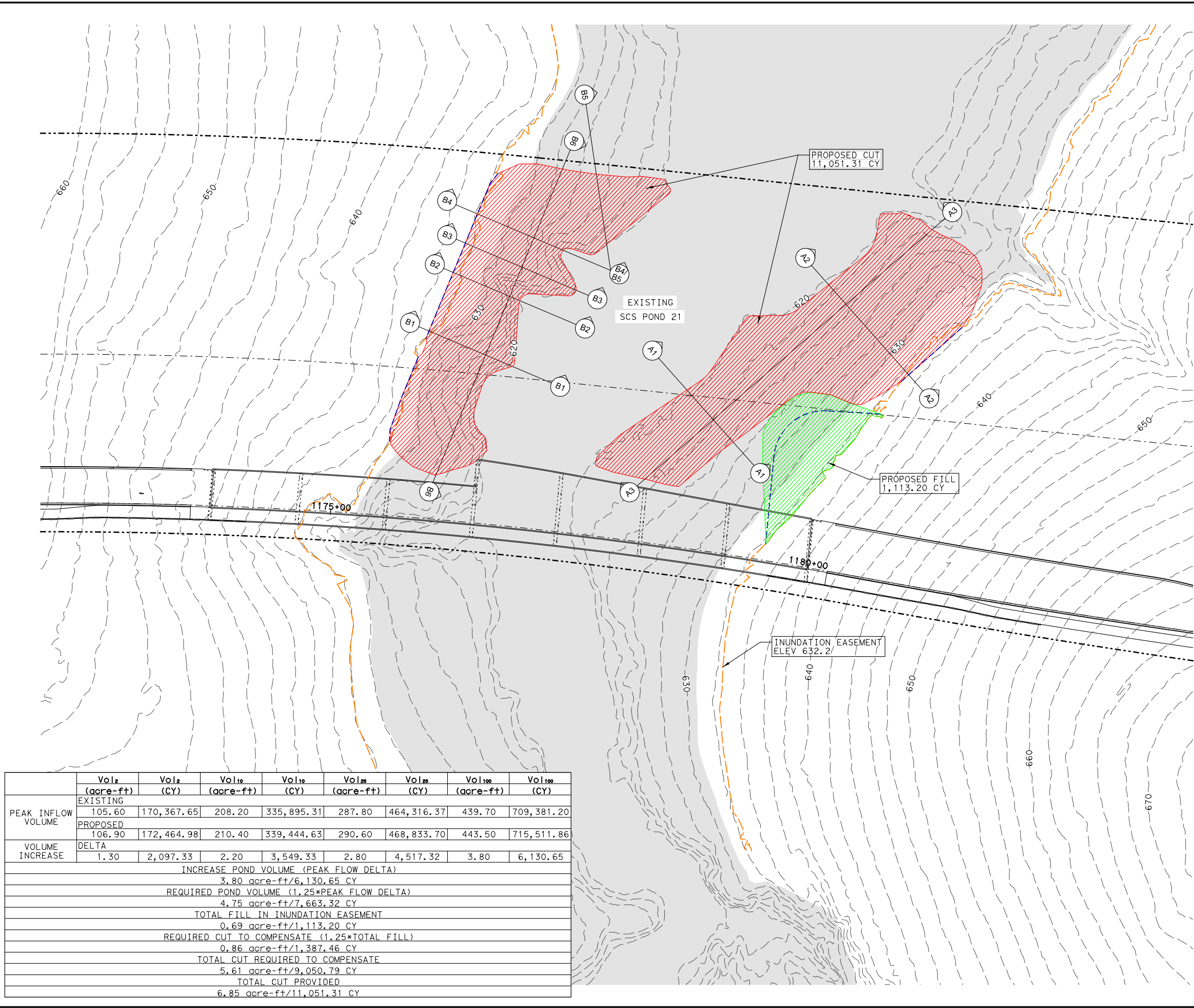
Andrea Schiele

Date

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Started On: 03/24/2021 06:00 PM

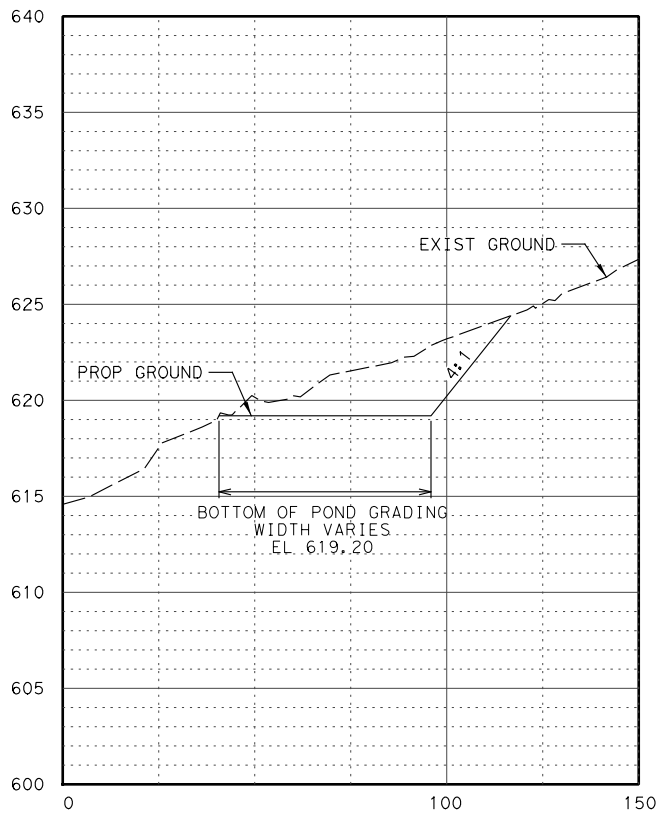
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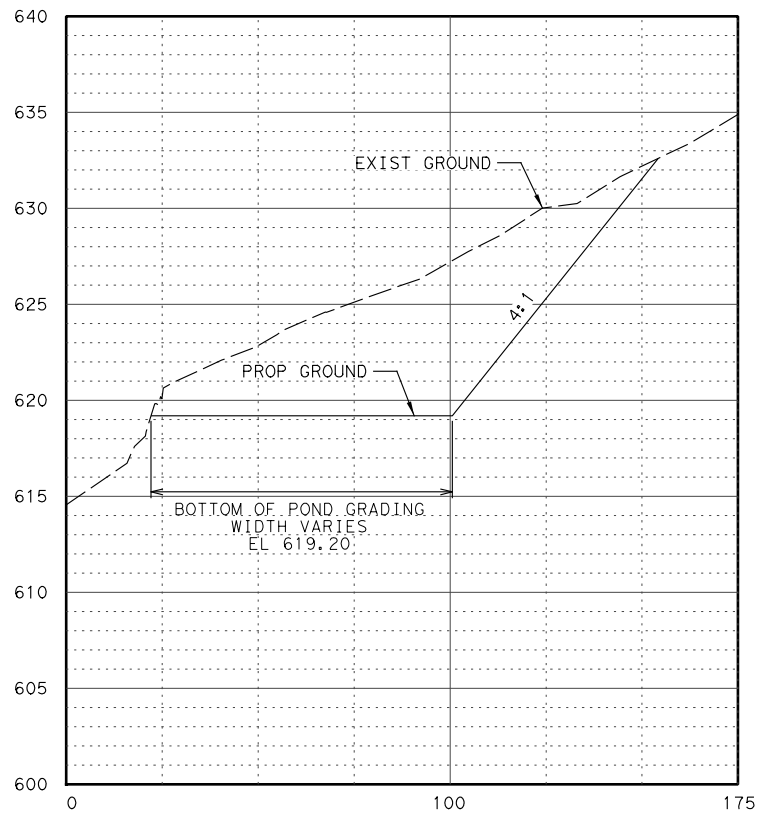
LEGEND

- PROPOSED ROW
- EXISTING INUNDATION EASEMENT
- PROPOSED INUNDATION EASEMENT
- PROPOSED FILL
- PROPOSED CUT

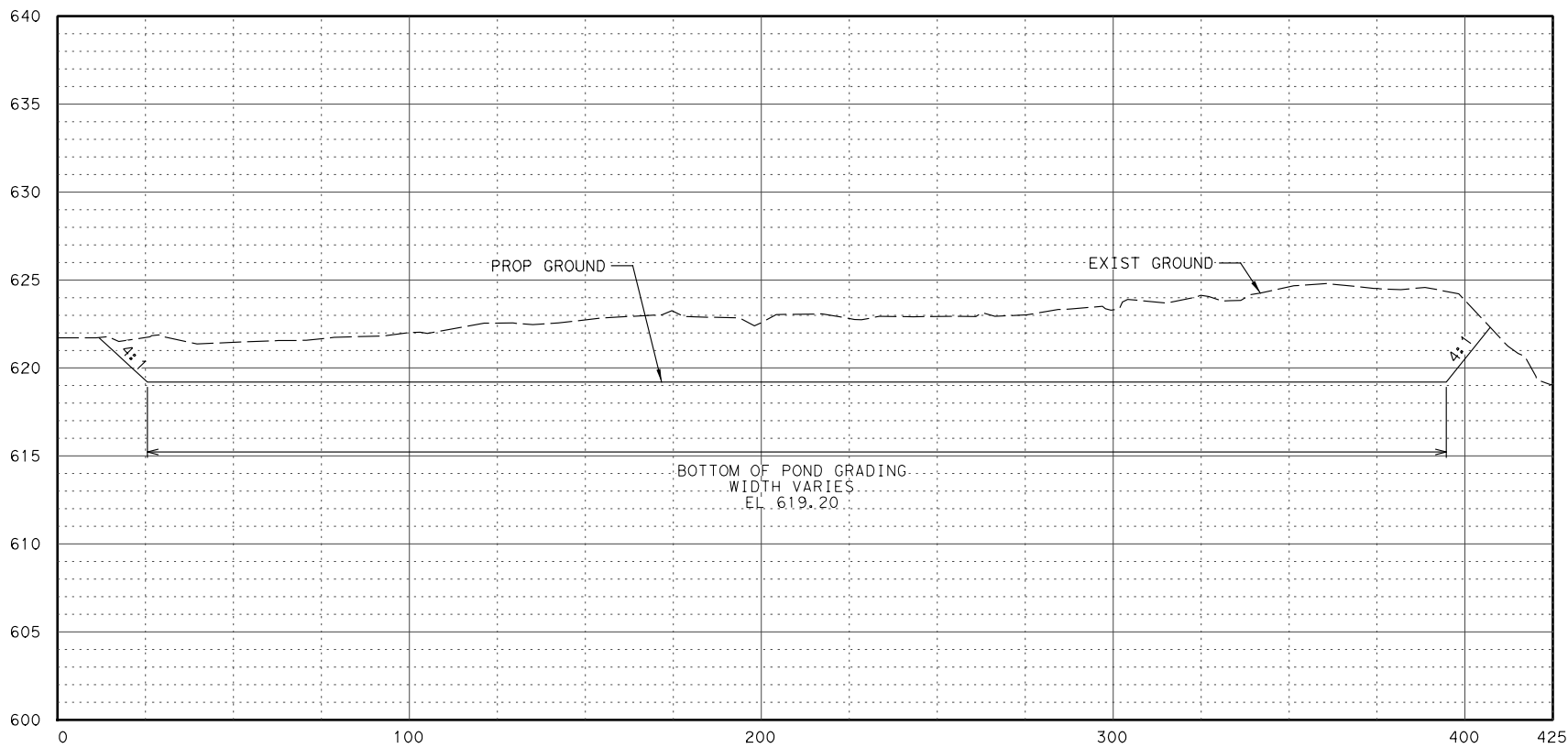
NO.	REVISION	BY	DATE
THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.			
RESPONSIBLE ENGINEER: K FRIESE + ASSOCIATES, INC. CRAIG L. HEBBE, PE TBPE NO. 94722 3/2/2021			
 WILLIAMSON COUNTY 1848			
 RODRIGUEZ TRANSPORTATION GROUP FIRM #587			
 K. FRIESE + ASSOCIATES PUBLIC PROJECT ENGINEERING 1120 S. Capital of Texas Highway CityView 2, Suite 100 Austin, Texas 78746 P 512.338.1704 F 512.338.1784 TBPE Firm Number 6535 www.kfriese.com			
SE LOOP SEGMENT 1 PHASE 1 INUNDATION EASEMENT MAP			
SHEET 1 OF 4			
DESIGNED:	PROJECT NUMBER		ROADWAY
CHECKED:			SE LOOP
DRAWN:	STATE	COUNTY	CITY
CHECKED:	TEXAS	WILLIAMSON	
			SHEET No. 1



SECTION A-1






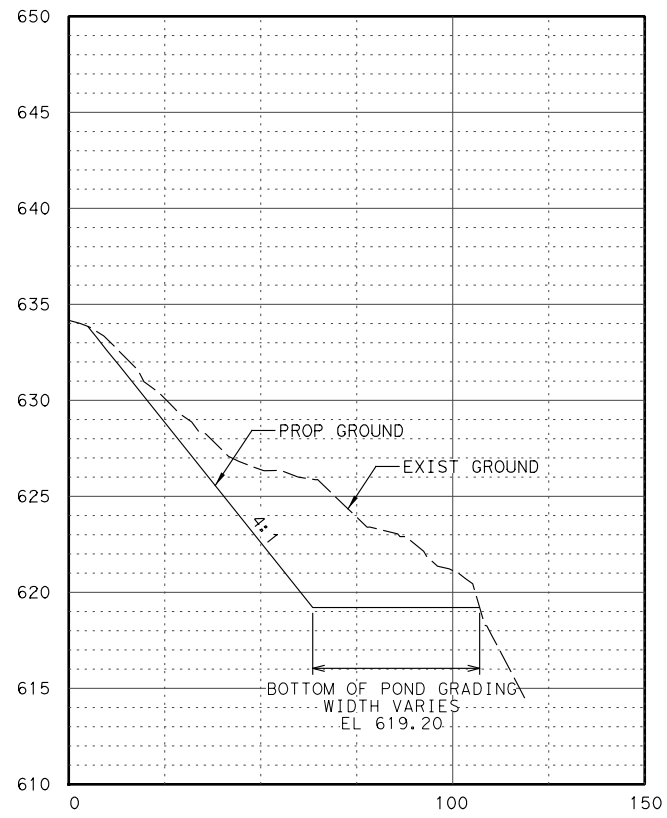
SECTION A-2



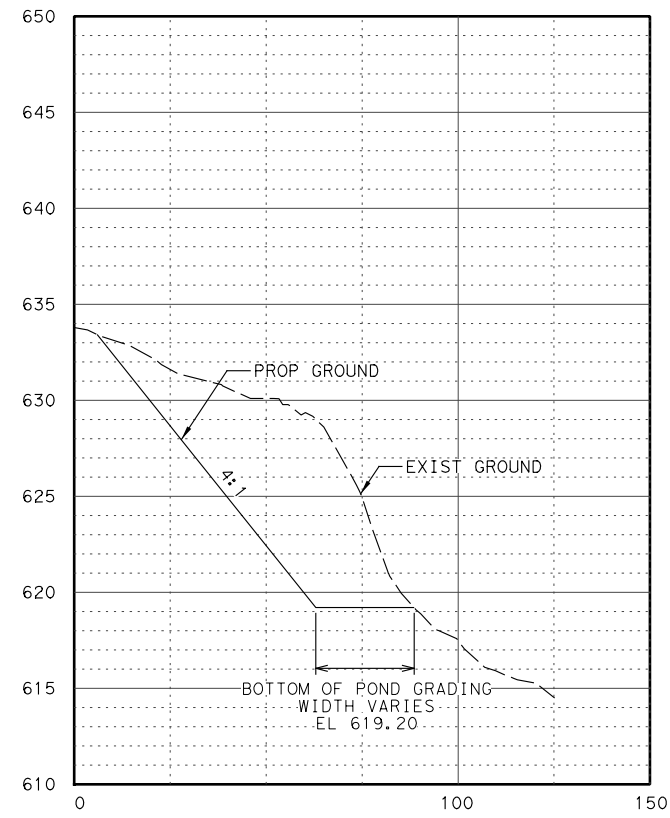
SECTION A-3

- NOTES:
1. FOR STORM SEWER INFORMATION SEE STORM SEWER PLAN & PROFILE SHEETS.
 2. SEE HYDROLOGY AND HYDRAULICS REPORT FOR DETAILED ANALYSIS.

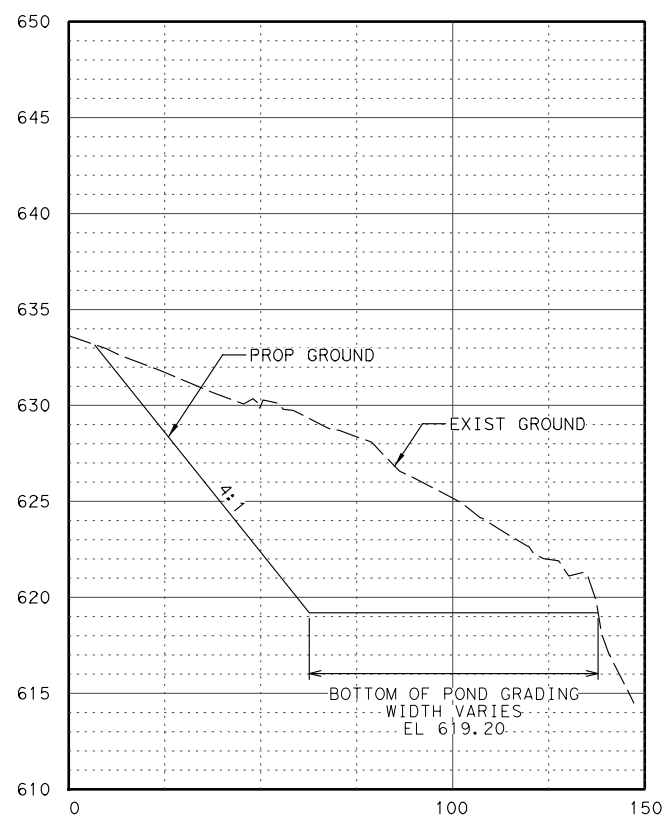
NO.	REVISION		BY DATE
<p>THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.</p> <p>RESPONSIBLE ENGINEER: K FRIESE + ASSOCIATES, INC. CRAIG L. HEBBE, PE TBPE NO. 94722</p> <p>3/2/2021</p>			
<div><p>WILLIAMSON COUNTY 1848</p></div>			
<div></div>		<div><p>RODRIGUEZ TRANSPORTATION GROUP</p><p>FIRM #587</p></div>	
<div><p>K • FRIESE + ASSOCIATES</p><p>PUBLIC PROJECT ENGINEERING</p></div>		<div><p>1120 S. Capital of Texas Highway Cityview 2, Suite 100 Austin, Texas 78746 P 512.338.1704 F 512.338.1784 TBPE Firm Number 6535 www.kfriesecom</p></div>	
<p>SE LOOP SEGMENT 1 PHASE 1 INUNDATION EASEMENT MAP</p>			
<p>SHEET 2 OF 4</p>			
DESIGNED:	PROJECT NUMBER		ROADWAY
CHECKED:			SE LOOP
DRAWN:	STATE	COUNTY	CITY SHEET No.
CHECKED:	TEXAS	WILLIAMSON	2



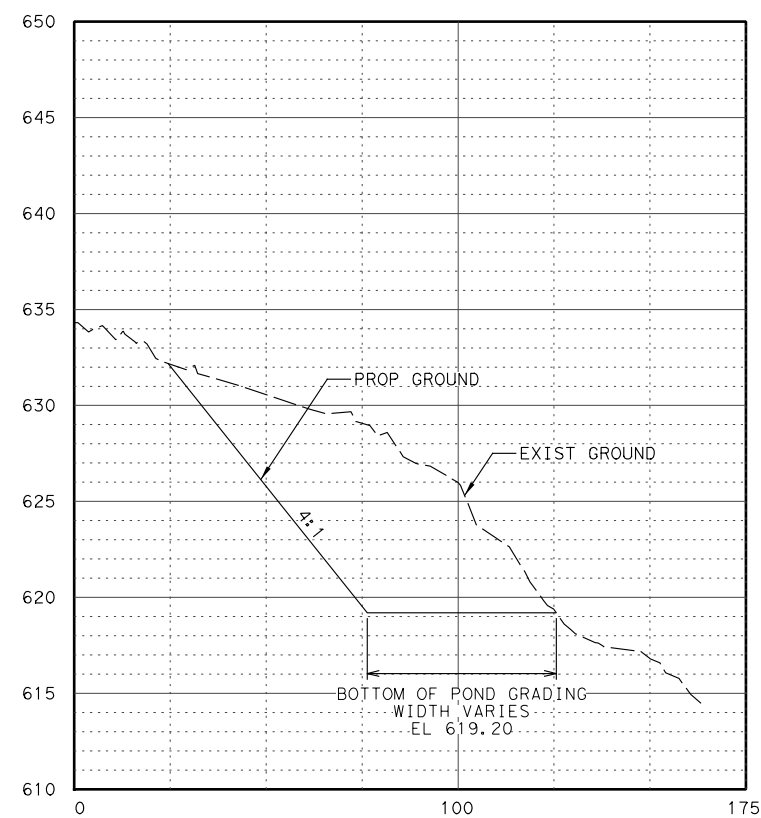
SECTION B-1



SECTION B-2






SECTION B-3



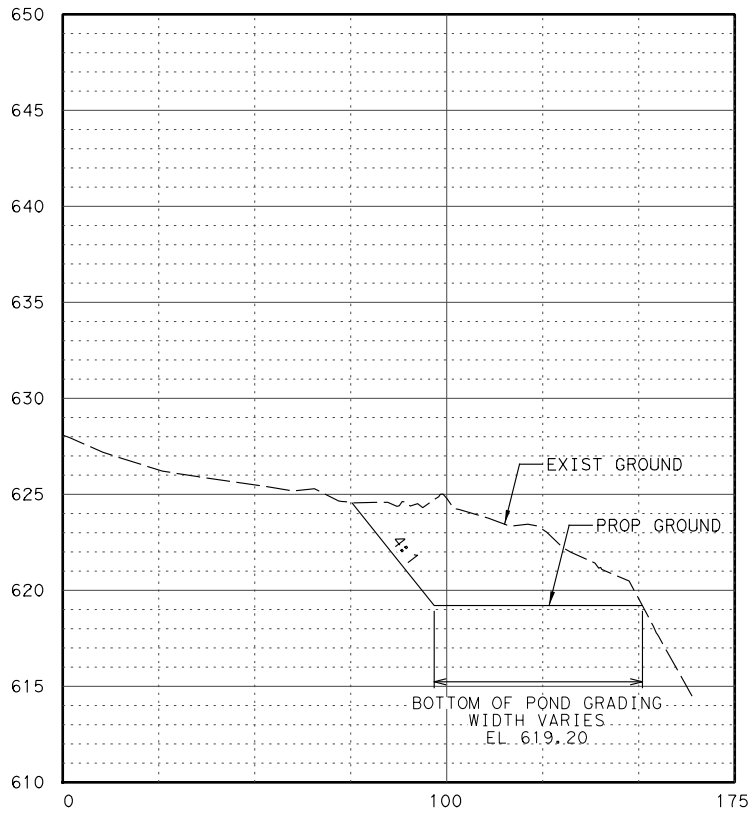
SECTION B-4

- NOTES:
1. FOR STORM SEWER INFORMATION SEE STORM SEWER PLAN & PROFILE SHEETS.
 2. SEE HYDROLOGY AND HYDRAULICS REPORT FOR DETAILED ANALYSIS.

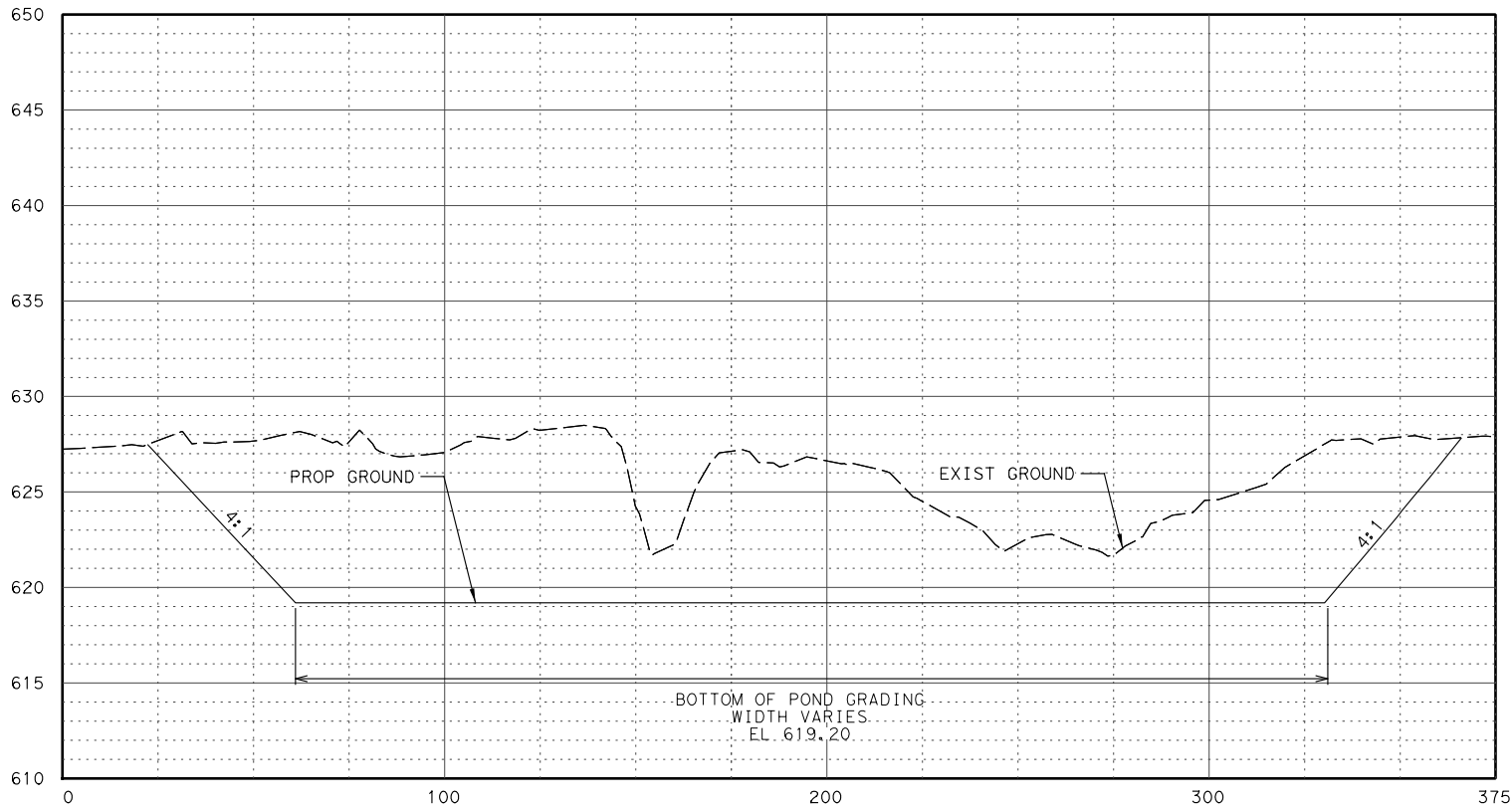
NO.	REVISION	BY	DATE	
THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.				
RESPONSIBLE ENGINEER: K FRIESE + ASSOCIATES, INC. CRAIG L. HEBBE, PE TBPE NO. 94722 3/2/2021				
 WILLIAMSON COUNTY 1848				
 RODRIGUEZ TRANSPORTATION GROUP FIRM #587				
 K FRIESE + ASSOCIATES PUBLIC PROJECT ENGINEERING 1120 S. Capital of Texas Highway CityView 2, Suite 100 Austin, Texas 78746 P 512.338.1704 F 512.338.1784 TBPE Firm Number 6535 www.kfriese.com				
SE LOOP SEGMENT 1 PHASE 1 INUNDATION EASEMENT MAP				
SHEET 3 OF 4				
DESIGNED:	PROJECT NUMBER		ROADWAY	
CHECKED:			SE LOOP	
DRAWN:	STATE	COUNTY	CITY	SHEET No.
CHECKED:	TEXAS	WILLIAMSON		3

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SCALE: 1" = 50' (H)
SCALE: 1" = 10' (V)






SECTION B-5



SECTION B-6

- NOTES:
1. FOR STORM SEWER INFORMATION SEE STORM SEWER PLAN & PROFILE SHEETS.
 2. SEE HYDROLOGY AND HYDRAULICS REPORT FOR DETAILED ANALYSIS.

NO.	REVISION	BY	DATE
THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.			
RESPONSIBLE ENGINEER: K FRIESE + ASSOCIATES, INC. CRAIG L. HEBBE, PE TBPE NO. 94722 3/2/2021			
 WILLIAMSON COUNTY 1848			
 RTG		RODRIGUEZ TRANSPORTATION GROUP FIRM #587	
 K. FRIESE + ASSOCIATES PUBLIC PROJECT ENGINEERING		1120 S. Capital of Texas Highway CityView 2, Suite 100 Austin, Texas 78746 P 512.338.1704 F 512.338.1784 TBPE Firm Number 6535 www.kfriese.com	
SE LOOP SEGMENT 1 PHASE 1 INUNDATION EASEMENT MAP			
SHEET 4 OF 4			
DESIGNED:	PROJECT NUMBER		ROADWAY
CHECKED:			SE LOOP
DRAWN:	STATE	COUNTY	CITY
CHECKED:	TEXAS	WILLIAMSON	
			SHEET No. 4



Encroachment Permit
District Inundation Easement and Property
Application Form

1. **Project Name:** Southeast Loop Segment 1 Phase 1

Project Acreage: 90.51 ac District Dam #: 21

Jurisdiction: Williamson County Previous Permit #: N/A

2. **Owner (Name/Title):** Bill Gravel Jr., Williamson County Judge

Company: Williamson County

Address: 710 S. Main Street, Ste. 101, Georgetown, Tx 78626

Telephone: (512)943-1550 Email: ctyjudge@wilco.org

3. **Applicant/Engineer (Name/Title):** Craig L. Hebbe, PE

Company: K Friese + Associates, Inc.

Address: 1120 S. Capital of Texas Highway, CityView 2, Suite 100, Austin, Tx 78746

Telephone: (512)338-1704 Email: chebbe@kfriese.com

4. **Description of proposed activity to occur within the Inundation Easement:**

Construction of the Southeast Loop eastbound frontage road. It includes a 3-lane roadway with a bridge over Dam 21, shared use path, and storm sewer.

5. **Compensatory Cut:**

Total fill (cy)

Total cut (cy)

a. Sediment Pool

0

0

b. Flood Pool

1,113.20 CY

11,051.31 CY

6. **Floodwater Cut (24-hr 1%AEP):**

Total added (cy)

Total cut (cy)

a. Detention

6,130.65 CY

Included in compensatory cut

Owner's Acknowledgement

- The District does not receive or review submittals made to any other jurisdictions and additional permits may be necessary from other entities.
- Any revisions that change the civil site plans based on other entity review or for any other reason must be resubmitted to the District for acceptance.
- I acknowledge that all fees required are my responsibility.
- I hereby authorize the applicant indicated above to represent me in matters pertaining to this permit.

Signature of Owner

Date

Craig L. Hebbe, P.E.

3/8/2021

Signature of Applicant

Date

District Use Only:

Permit #: _____ Date Fee Received: _____ Cash/Check No.: _____



Encroachment Permit District Inundation Easement and Property

Submittal Checklist

The following are required to be included with the Encroachment Permit Application within District Inundation Easements and Property for a submittal to be considered complete. All submittal items shall be electronic.

Submittal Requirements:

- ✓ Encroachment Permit Application Form and Submittal Checklist
- ✓ Complete Construction Plans for entire subject tract
- ✓ CAD Files of existing and proposed grading (3D files)
- ✓ Plat(s) of the property (existing and/or proposed)
- ✓ Encroachment Permit Submittal Packet
 - ✓ UBCWCID Site Plan
 - ✓ Drainage Area Map
 - ✓ Inundation Easement Map
 - ✓ Proposed Construction Schedule
 - ✓ Drainage Report

Encroachment Permit Submittal Packet:

- ✓ **UBCWCID Site Plan**
 - ✓ Single sheet (if possible) at legible scale showing all proposed improvements
 - ✓ All District Easements or Blanket Easements located on property are shown and identified
 - ✓ All proposed impervious cover is clearly indicated
- ✓ **Drainage Area Map**
 - ✓ Existing and proposed drainage areas encompassing entire subject tract
 - ✓ Delineated drainage basins with contours
 - ✓ Existing and proposed impervious cover
 - ✓ Existing and proposed runoff coefficients
 - ✓ Existing and proposed time of concentration path delineations
- ✓ **Inundation Easement Map**
 - ✓ Limits of Inundation Easement (Area)
 - ✓ Limits of proposed fill with dimensions
 - ✓ Limits of proposed compensatory cut and floodwater cut volume with dimensions
 - ✓ Cross sections of all cut and fill locations
 - ✓ Table summarizing total fill, compensatory cut, and floodwater cut volume calculations (in cubic yards)
- ✓ **Proposed Construction Schedule**
 - ✓ Date proposed activity within District Inundation Easement (Area) will begin
 - ✓ Date proposed activity within District Inundation Easement (Area) will end
 - ✓ Expected date of completion for entire project
- ✓ **Drainage Report**
 - ✓ Report is signed and sealed by a Professional Engineer
 - ✓ Summary of project including a description of any project phasing
 - ✓ Summary of method of analysis and modeling software and origin
 - ✓ Hydrologic support including but not limited to: rainfall data; Curve Number calculations including soils map and land use map; impervious cover; and time of concentrations paths and calculations
 - ✓ Summary table of existing and proposed volume of runoff for the 24-hr 1% AEP
 - ✓ Project phasing table (Phase Number, fill volume, impervious cover area, runoff volume, compensatory cut volume required and provided, floodwater cut volume required and provided)
 - ✓ Digital copy of the hydrologic model

^ Only the inundation easement is shown

^ See Table 7 in the drainage report
(there is only one phase for this application)

Commissioners Court - Regular Session**39.****Meeting Date:** 03/30/2021

Great Oaks Bridge at Brushy Creek PE Structural Contract Amendment No. 3

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. 3 to the Great Oaks Bridge at Brushy Creek contract between Williamson County and P.E. Structural Consultants, Inc. relating to the 2013 Road Bond Program. Project: P270 Funding Source: Road Bonds

Background

The item amends the contract Exhibit D - Rate Schedule according to the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region. The Master Contract was executed May 9, 2017 and these updated rates will be used for Work Authorization #2 Construction Phase Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

GrtOaksBrushyCr-PEStruct-ContractAmendment3

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 03/25/2021

Reviewed By

Andrea Schiele

Date

03/25/2021 10:23 AM

Started On: 03/24/2021 06:13 PM

CONTRACT AMENDMENT NO. 3
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
GREAT OAKS BRIDGE AT BRUSHY CREEK (the "Project")

THIS CONTRACT AMENDMENT NO. 3 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 P.E. Structural Consultants, 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 May 9, 2017 (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 County and the Engineer executed the Contract Amendment No. 1 to the Contract dated effective April 28, 2018 ;

WHEREAS, the County and the Engineer executed the Contract Amendment No. 2 to the Contract dated effective April 9, 2019 ;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract as modified by Amendment No. 1 limits the maximum amount payable under the Contract to \$ \$1,575,000.00;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract as modified by Amendment No. 2 limits the maximum amount payable under the Contract to \$ \$1,825,000.00;

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D;

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

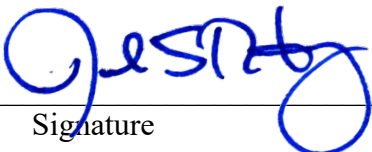
NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

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: 
Signature

JOELLE S. ROSENTSWIEG
Printed Name

VICE PRESIDENT
Title

MARCH 23, 2019
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date


3/24/2021

EXHIBIT D

RATE SCHEDULE

P.E. Structural Consultants, Inc.

- 1. Principal Engineer.....\$ 214.04/hr**
- 2. Senior QC Engineer\$ 176.58/hr**
- 3. Senior Project Manager..... \$ 165.88/hr**
- 4. Senior Engineer..... \$ 155.18/hr**
- 5. Project Engineer..... \$ 128.42/hr**
- 6. Design Engineer..... \$ 112.37/hr**
- 7. Engineer-in-Training II..... \$ 101.67/hr**
- 8. Engineer-in-Training I\$ 93.11/hr**
- 9. Graduate Engineer \$ 74.91/hr**
- 10. Senior CAD Manager \$ 128.42/hr**
- 11. CAD Technician..... \$ 90.97/hr**
- 12. Junior CAD Technician\$ 74.91/hr**
- 13. Admin/Clerical..... \$ 64.21/hr**

EXHIBIT D

RATE SCHEDULE

Johnson, Mirmiran & Thompson, Inc. (formerly Kennedy Consulting, Inc.)

- 1. Principal Engineer.....\$ 235.44/hr**
- 2. Project Manager..... \$ 222.60/hr**
- 3. Senior Professional 2..... \$ 205.48/hr**
- 4. Senior Professional 1..... \$ 184.07/hr**
- 5. Professional 2 / Senior Eng Tech..... \$ 156.25/hr**
- 6. Professional 1 / Eng Tech \$ 122.00/hr**
- 7. Admin/Clerical..... \$ 72.77/hr**

EXHIBIT D

RATE SCHEDULE

AECOM

- 1. Principal Engineer.....\$ 209.76/hr**
- 2. Senior Project Manager/Engineer..... \$ 144.48/hr**
- 3. Senior Transportation Engineer..... \$ 163.74/hr**
- 4. Project Engineer..... \$ 100.60/hr**
- 5. Design Engineer..... \$ 110.23/hr**
- 6. Engineer-in-Training..... \$ 85.62/hr**
- 7. CAD Tech..... \$ 93.11/hr**
- 8. Senior Cad Tech..... \$111.30/hr**
- 9. Admin/Clerical..... \$ 87.76/hr**
- 10. QA/QC..... \$134.85/hr**
- 11. Jr. Scientist..... \$70.63/hr**
- 12. Scientist..... \$92.04/hr**
- 13. Cultural Resources Lead..... \$119.86/hr**
- 14. Project Archaeologist..... \$108.09/hr**
- 15. Architectural Historian..... \$93.11/hr**
- 16. Field Tech/Investigator..... \$78.12/hr**

EXHIBIT D

RATE SCHEDULE

Raba Kistner Consultants, Inc.

- 1. Principal Engineer..... \$ 214.04/hr**
- 2. Senior Engineer..... \$ 214.04/hr**
- 3. Project Manager..... \$ 187.29/hr**
- 4. Project Engineer..... \$ 144.48/hr**
- 5. Staff Engineer..... \$ 107.02/hr**
- 6. Engineer-in-Training..... \$ 96.32/hr**
- 7. Senior CAD Tech..... \$101.67/hr**
- 8. CAD Tech..... \$ 85.62/hr**
- 9. Admin/Clerical..... \$ 58.86/hr**
- 10. Geologist..... \$ 117.72/hr**
- 11. Environmental Scientist..... \$ 112.37/hr**
- 12. Archaeologist..... \$ 117.72/hr**
- 13. Senior Technician..... \$ 64.21/hr**
- 14. Construction Materials Technician..... \$ 53.51/hr**

Raba Kistner Consultants, Inc. – cont'd.

OTHER DIRECT EXPENSES	UNIT	COST/UNIT
Drilling Operations		
Mobilization of Drill Rig (Min Charge)	mile	\$4.28
Rock Augering (soil)	l.f	\$17.12
Rock Augering (soft rock)	l.f.	\$20.33
Nx Core Drilling - (Soft Rock)	l.f	\$34.25
Nx Core Drilling - (Hard Rock)	l.f.	\$44.95
Wet Rotary	l.f.	\$22.47
SPT Field Penetrations	each	\$23.54
TCP Field Penetrations	each	\$27.83
Grout Backfill (Backfill the upper 10 ft of each boring)	l.f.	\$3.48
Driller Standby	hour	\$240.80
Traffic Control (at cost)	day	\$1,016.69
Staking/Logging/Coordination		
Logger Truck Charge	each	\$61.22
Laboratory Tests		
Atterberg Limits	each	\$88.83
Moisture Content (at 5 ft intervals)	each	\$13.91
Minus 200-mesh Sieve	each	\$59.93
Unconfined Compression (Soil)	each	\$46.02
Unconfined Compression (Rock)	each	\$54.58
Hydrometer	each	\$292.16
Sieve Analysis washed through No. 40	each	\$59.93
Sieve Analysis washed through No. 200	each	\$88.83
Soil Box Resistivity	each	\$271.83
CBR(M/D with 3 Specimen)	each	\$846.53

EXHIBIT D

RATE SCHEDULE

Cobb, Fendley & Associates, Inc.

1.	Principal / Chief Engineer.....	\$ 294.31/hr
2.	Senior Engineer.....	\$ 278.25/hr
3.	Senior Project Manager.....	\$ 240.80/hr
4.	Project Manager.....	\$ 224.74/hr
5.	Senior Hydrologist	\$ 224.74/hr
6.	Project Engineer III	\$ 171.23/hr
7.	Project Engineer II	\$ 155.18/hr
8.	Project Engineer I	\$ 133.78/hr
9.	Senior Technician	\$ 144.48/hr
10.	Technician III	\$ 128.42/hr
11.	Technician II	\$ 117.72/hr
12.	Technician I	\$ 96.32/hr
13.	Licensed State Land Surveyor	\$ 240.80/hr
14.	Registered Professional Land Surveyor...	\$ 171.23/hr
15.	4-Man Survey Crew	\$ 192.64/hr
16.	3-Man Survey Crew	\$ 171.23/hr
17.	2-Man Survey Crew	\$ 149.83/hr
18.	1-Man Survey Crew	\$ 128.42/hr
19.	Construction Manager	\$ 203.34/hr
20.	Senior Field Construction Observer	\$ 128.42/hr
21.	Field Construction Observer	\$ 112.37/hr
22.	Utility Specialist	\$ 149.83/hr
23.	Telecommunications Designer.....	\$ 117.72/hr
24.	Telecommunications Fieldman	\$ 96.32/hr
25.	GIS Manager	\$ 171.23/hr
26.	GIS Analyst	\$ 117.72/hr
27.	Post Processing GPS Data	\$ 117.72/hr
28.	Right-of-Way Agent	\$ 133.78/hr
29.	Administrative	\$ 107.02/hr
30.	Clerical	\$ 77.05/hr
31.	GPS	\$ 39.60/hr/Receiver

Cobb, Fendley & Associates, Inc., cont'd.

SUBSURFACE UTILITY ENGINEERING

One-Man Designating Crew (4-Hr Minimum)	\$107.02/hr
Two-Man Designating Crew (4-Hr Minimum)	\$171.23/hr
Vacuum Excavation Truck w/ 2 Tech (Vac 3000 & 4000) (4-Hr Min)	\$299.66/hr
Vacuum Excavation Truck w/ 2 Techs (Vac 6000)(4-Hr Min)	\$321.06/hr
Ground Penetrating Radar w/ 1 Technician (4-Hr Min)	\$267.55/hr
Traffic Control Officer	@ Cost
Traffic Control (Lane Closures, etc.)	To Be Negotiated
Permits (Local, State, etc.)	@ Cost
Designation & Traffic Control Vehicles	\$3.64/mi
Location Vehicles	\$7.28/mi

REIMBURSABLE EXPENSES

Consultant or Specialty Contractor (Outside Firm)	@ Cost
Courier, Special Equipment Rental	@ Cost
Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.) ..	@ Cost
Mileage (Standard Car or Truck)	IRS Approved Rate
Per Diem for Out of Town Travel (Per Day/Person)	\$36/day
Title Plant Charges	@ Cost
Other Misc. Expenses Related to the Project	@ Cost
In-House Reproduction:	
Copies (Up to 11" x 17")	\$0.16/ea
Color Prints (Up to 11" x 17")	\$1.61/Ea
Color Prints (Larger than 11" x 17")	\$3.21/sq.ft.
Bluelines (All Sizes)	\$1.07/ea
Bond Prints (All Sizes)	\$2.14/ea
Mylar Prints	\$12.84/ea
Vellum Prints	\$9.63/ea

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the “Initial Base Rates”. Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer’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 Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract 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.

Summary of Changes to CPI:

Month	Year	CPI
May*	2017	236.774
February**	2021	253.386
Variance		16.612
% Variance (escalation)		7.02%

*Rates requested at execution of contract

** Most recent month CPI available

Commissioners Court - Regular Session**40.****Meeting Date:** 03/30/2021

SE Loop Relocation Claim

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a claim for actual moving expenses with Brian and Tina Miller (12) in relation to the right of way acquisition on the SE Loop project. Funding Source: Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Miller Relo Claim

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

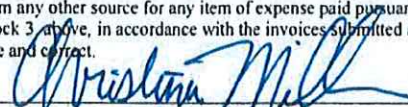
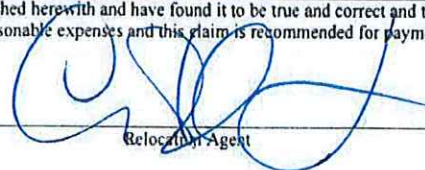
03/25/2021 11:47 AM

Form Started By: Charlie Crossfield

Started On: 03/25/2021 10:53 AM

Final Approval Date: 03/25/2021

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: A-1 S.E. 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): 11-05-2020		5. Distance Moved: 11 Miles		
<input checked="" type="checkbox"/> Owner/Occupant <input type="checkbox"/> Tenant		7. Mover's Name and Address: Texas Safe & Vault - Austin		
6. Controlling Dates	Mo.	Day	Yr.	
a. First Offer in Negotiation	09	14	2019	
b. Date Property Acquired	11	01	2019	
c. Date Required to Move	12	31	2020	
8. Property Storage (attach explanation) From (Date): N/A To (Date of Move): N/A		9. Amount of Claim:		
Place Stored (Name and Address): N/A		a. Moving Expenses	\$650.00	
		b. Reestablishment Expenses	\$	
		c. Searching Expenses	\$	
		d. Tangible Property Loss	\$	
		e. Storage	\$	
		f. Temporary Lodging	\$	
10. Temporary Lodging (attach explanation) From (Date): N/A To (Date of Move): N/A		g. Total Amount	\$650.00	
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.				
 Date of Claim: 11/5/2020 Claimant				
Spaces Below to be Completed by Williamson County				
I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:				
Amount of \$ 650.00		 Relocation Agent		
2-25-2021 Date				
Date		Williamson County Judge		



Texas Safe & Vault - Austin
17001 Joe Barbee Dr
Round Rock, TX 78664
+1 5129893744
www.safeandvaults.com

Invoice

SAFE & VAULT

Williamson County Texas
6101 W, Courtyard Drive
Building 1 Suite 125
Austin, TX. 78730

Attention Danny Jackson

3083	11/05/2020	\$650.00	11/05/2020	Due on receipt
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CUSTOMER PHONE

512-922-5930

	Safe move	1	650.00	650.00T
	Moving 5 safes from one home to another			

*All Credit Card Refunds are charged a 3.38% Merchant Service Fee

*All Special Order Safe Cancellations will be charged a 15% Restocking Fee on the deposit

SUBTOTAL	650.00
TAX (0)	0.00
TOTAL	650.00
BALANCE DUE	✓ \$650.00

Parcel 12
S.E. Loop
Brian and Tina Miller

CERTIFICATION OF ELIGIBILITY

SE Loop (Corridor A-1)

Parcel: 12

Displacee: Brian Miller and Tina Miller

Individuals, Families and Unincorporated Businesses or Farming Operations

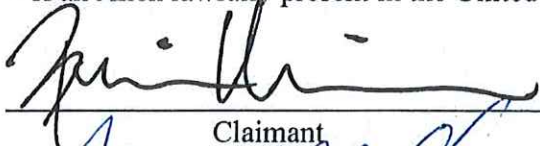
I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ 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:



Liberty Safe of Central Texas
17001 Joe Barbee Dr
Round Rock, TX 78664
(512) 989-3744
www.libertysafeaustin.com

Estimate

Brian Miller
128 Estate Cove
Hutto, TX 78634

Brian Miller
128 Estate Cove
Hutto, TX 78634

1014

09/17/2019

09/17/2019	Safe move	1	650.00	650.00T
	Move 5 safes from one home to another. first floor delivery			
Let me know if there is anything else I can do for you. Thank you for your business!				
Christian Nelson Liberty Safe of Central Texas - Austin 512-989-3744				
	SUBTOTAL			650.00
	TAX (8.25%)			53.63
	TOTAL			\$703.63

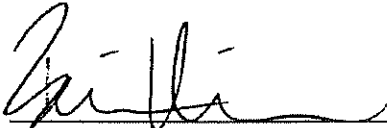
Accepted By

Accepted Date

AGREEMENT FOR DIRECT PAYMENT TO VENDOR

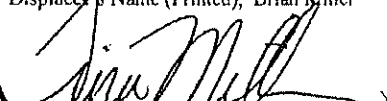
County: Williamson
Highway: Corridor A-1 SE Loop
Parcel: 12

The undersigned displacee hereby agrees that payment for relocation services identified on the attached scope of work will be made to Liberty Safe of Central Texas. 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

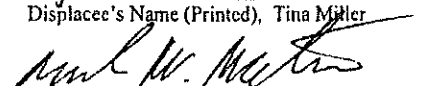
10/6/20
Date


Displacee's Name (Printed), Brian Miller

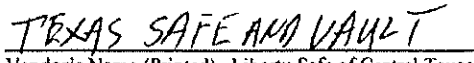

Displacee's Signature, Tina Miller

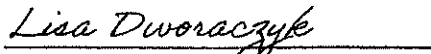
10/6/2020
Date


Displacee's Name (Printed), Tina Miller



Vendor's Signature, Liberty Safe of Central Texas

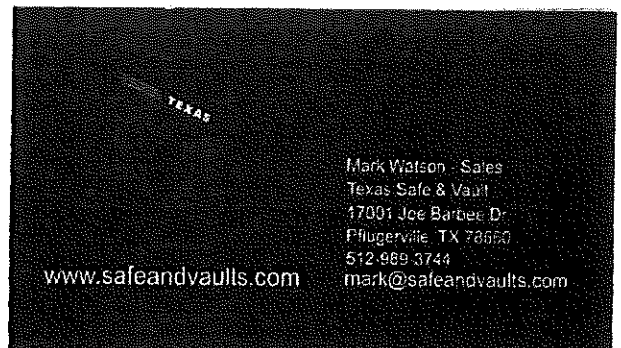
10/6/2020
Date


Vendor's Name (Printed), Liberty Safe of Central Texas


Williamson County Representative, Signature

10/8/2020
Date


Williamson County Representative, Name (Printed)



Commissioners Court - Regular Session

41.

Meeting Date: 03/30/2021

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: CR 278
- d) Discuss the acquisition of real property for County Facilities.
- e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
- f) Discuss the acquisition of real property for SH 29 @ DB Wood.
- g) Discuss the acquisition of real property for CR 366.
- h) Discuss the acquisition of real property for N. Mays.
- i) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- j) Discuss the acquisition of real property for CR 111.
- k) Discuss the acquisition of real property for Corridor H
- l) Discuss the acquisition of real property for future SH 29 corridor.
- m) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
- n) Discuss the acquisition of right-of-way for Corridor C.
- o) Discuss the acquisition of right-of-way for Corridor F.
- p) Discuss the acquisition of right-of-way for Corridor D.
- q) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
- r) Discuss the acquisition of right-of-way for Reagan extension.
- s) Discuss the acquisition of real property for the Brushy Creek Trail Project.
- t) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
- u) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
- v) 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) Potential governmental uses for 8th Street downtown parking lot
- c) Discuss possible uses of property owned by Williamson County on Main St. between 3rd

and 4th Streets. (formerly occupied by WCCHD)

- d) Discuss property usage at Longhorn Junction
 - e) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
 - f) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
 - g) Discuss the sale of property located at 900 S Main St., Taylor, 76574
- 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
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

03/25/2021 11:47 AM

Form Started By: Charlie Crossfield

Started On: 03/25/2021 10:55 AM

Final Approval Date: 03/25/2021

Commissioners Court - Regular Session**42.****Meeting Date:** 03/30/2021

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) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
- c) Project Advantage
- d) Project Cedar
- e) Project Expansion
- f) Project Arcos
- g) Project Woods
- h) Project Liberty
- i) Project Long Haul
- j) Project Bon Jovi
- k) Project Crystal
- l) Project Link
- m) Project Winston
- n) Project Stamp
- o) Project Solo

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/25/2021

Reviewed By

Andrea Schiele

Date

03/25/2021 11:48 AM

Started On: 03/25/2021 10:56 AM