# NOTICE TO THE PUBLIC
# WILLIAMSON COUNTY COMMISSIONERS COURT
# October 5, 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.

## 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 3 – 30 )

**3.** Discuss, consider, and take appropriate action on authorizing the disposal of various county equipment assets through Auction including Two (2) Stryker Stretchers (valued greater than $5,000.00), pursuant to Tx. Local Gov't Code 263.152.

**4.** Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Tx. Local Gov't Code 263.152, for the period of 09/01/2021 through 09/30/2021.

**5.** Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Tx. Local Gov't Code 263.152, for the period of 09/01/2021 through 09/30/2021.

**6.** Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Trade-In, pursuant to Tx. Local Gov't Code 263.152, for the period of 09/01/2021 through 09/30/2021.

**7.** Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Transfer including One (1) Ford F250 Vin #0444, pursuant to Tx. Local Gov't Code 263.152.

**8.** Discuss, consider and take appropriate action on authorizing the disposal of various county equipment assets through Auction including One (1) Mini Z Backscatter X-Ray Inspection System (valued greater than $5,000.00), pursuant to Tx. Local Gov't Code 263.152.

**9.** Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 thru 09/24/2021 for the Williamson County Tax Assessor/Collector.

**10.** Discuss and take appropriate action on the appointment of Bill Gravell, Jr. as the Williamson County representative for the Opportunities for Williamson and Burnet Counties Board.

**11.** Discuss, consider and take appropriate action to approve a supplemental agreement with Thomas Reuters covering a new 36-month term and for CLEAR Proflex research products for various county offices (related agreement previously approved on 8/31/21 under agenda #20).

**12.** Discuss, approve and take appropriate action on an amendment with the Tx State Library Contract for 2020-2021.

**13.** Discuss, consider and take appropriate action on approving the lease between Williamson County and SHARP Electronics Corp. for one (1) copy machine in the amount of $74.89 per month for sixty (60) months, pursuant to DIR contract #DIR-CPO-4433.

**14.** Discuss, consider and take appropriate action on receiving and authorizing the law enforcement off-duty work vehicle reimbursement agreement between Williamson County and Circuit of The Americas, LLC.

**15.** Discuss, consider and take any appropriate action regarding termination of Texas Workforce Commission (TWC) Contract #2921PEN023 for data exchange for Williamson County Constable Pct. 1 Office, and authorize County Judge to sign letter proving 30-day notice of termination.

**16.** Discuss, consider, and take appropriate action on approving a lease agreement between Pitney Bowes, Inc. and Williamson County for a new postage meter machine in the amount of $60.63 per month for 60 months, pursuant to Sourcewell (formerly NJPA) Contract #041917-PIT, and authorizing the execution of the lease.

**17.** Discuss, consider and take appropriate action on approving the Memorandum of Understanding (MOU) between the Texas A&M Engineering Extension Service (TEEX) and Williamson County for training facility use.

**18.** Discuss, consider and take appropriate action on approving the agreement between Del Carmen Consulting, LLC and Williamson County for Sandra Bland Act and the Texas Racial Profiling Law Compliance and Related Services for the Williamson County Sheriff's Office in the not-to-exceed amount of $4,850, and authorizing execution of the agreement.

**19.** Discuss, consider and take appropriate action on approving Specific Malpractice Insurance Coverage under RFP Contract #1904-308, through Lee Insurance Agency for Williamson County EMS from FirstFire Services under Intact Insurance Specialty Services for the annual premium of $22,960.00.

**20.** Discuss, consider and take appropriate action on approving the lease of one (1) SHARP Electronics Corp copier for the Williamson County Regional Animal Shelter, in the amount of $143.82 per month, pursuant to DIR Contract #DIR-CPO-4433.

**21.** Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to apply for a grant to aid in purchasing kennels from the American Humane.

**22.** Discuss, consider and take appropriate action to acknowledge and record into minutes an Amendment to the Master Commercial Card Agreement with JPMorgan Chase Bank, N. A. and City of Fort Worth, Texas and utilized by Williamson County for P-Card services. The original interlocal purchasing agreement between Williamson County and City of Fort Worth approved on 5/17/2011.

**23.** Discuss, consider and take appropriate action on approving the agreement renewal between Williamson County and Mobile Wireless LLC, in the amount of $64,950.48, to provide NetMotion VPN platform functionality, per the terms of DIR Contract #DIR-CPO-4723, and authorizing execution of the agreement.

**24.** Discuss, consider, and take appropriate action on approving the Consulting Services Agreement between Kolei Group LLC and Williamson County for on-demand consulting services supporting Oracle applications, for a total of $20,800.00. Exemption of the services to be provided under the agreement from the competitive bidding proposal requirements are per the County Purchasing Act, pursuant to the discretionary exemption for personal or professional services, as set forth under the Texas Local Government Code, Section 262.024 (a)(4).

**25.** Discuss, consider and take appropriate action on approving the Agreement between Williamson County and PowerDMS for a policy and compliance management platform software for a total of $25,469.49 for a twelve (12) month period, and authorizing the execution of the agreement.

**26.** Discuss, consider and take appropriate action to acknowledge, authorize execution and record into minutes an additional attachment to the Master Services Agreement (MSA) with Thyssenkrupp for elevator inspection services (original contract approved on 9/28/21 under agenda item #19).

**27.** Discuss, consider, and take appropriate action on renewing the ----------Overhead Door Preventative Maintenance and Emergency Services Agreement for an additional one (1) year term with The Door Company, as approved by the Commissioners' Court under agenda item no. 25 on 01.12.2021.

**28.** Discuss, consider and take appropriate action on authorizing the renewal of Williamson County Pollution Liability Insurance through AIG Storage Tank Third Party Liability TankGuard Warranty for Policy Number PLC000168373 with Commerce and Industry Insurance Company for the term of 12.18.2021 – 12.18.2022.

**29.** Discuss, consider and take appropriate action on authorizing the extension of Hydrated Lime Slurry Contract #T1501, renewal option period 1, covering the term of October 6, 2021 – October 5, 2022, for the same pricing, terms and conditions as the existing contract with Austin White Lime Company, Ltd.

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

## REGULAR AGENDA

**31.** Discuss, consider and take appropriate action to approve an Order Authorizing Interment of Decedent's Remains by cremation of deceased (Ricky L. Pate) who passed away in Justice of the Peace, Precinct 2 of Williamson County, Texas where there has been an inquest by the Justice of the Peace and the County has duty to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

**32.** Discuss, consider and take any necessary action to approve order for interment by cremation of deceased (William D. Treadaway) who passed away in Justice of the Peace, Pct. 4 of Williamson County, TX where there has been no inquest by the Justice of the Peace and the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

**33.** Discuss, consider and take appropriate action regarding the appointment of Matthew Lindemann to serve as Williamson County Constable Precinct No. 3, thereby filling the vacancy created by the passing of Constable Kevin Stofle (Deceased), with such appointment being effective as of October 5, 2021 and continuing thereafter until the next general election pursuant to Loc. Gov't Code Sec. 87.041; and to approve an oath of office and a bond executed in the amount of $1,500.00.

**34.** Discuss, consider and take appropriate action on approving an application from Williamson County Constable Precinct No. 3 Matthew Lindemann for authority to appoint employees pursuant to Subchapter A of Local Government Code Chapter 151.

**35.** Hear a presentation regarding Field of Honor, a Tribute to Service Above Self.

**36.** Discuss and take appropriate action to proclaim October 3-9, 2021, as National 4-H Week in Williamson County. Presentation by Senior 4-H members.

**37.** Discuss, consider and take appropriate action on breast cancer awareness resolution and declaring the month of October as "Breast Cancer Awareness Month".

**38.** Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Bridge Church for off duty contracting of County Sheriff Deputies to be effective October 16, 2021 (Traffic control at 747 CR 138 in Hutto).

**39.** Discuss, consider and take appropriate action on an Interlocal Cooperation Contract between Williamson County and Department of Public Safety (DPS) for Crime Laboratory Services to not exceed $308,075.54 for FY22.

**40.** Discuss, consider, and take appropriate action on approving the Agreement between Williamson County and Dell Technologies for the annual bulk purchase of approved and budgeted computers and equipment for a total not to exceed $477,407.38, pursuant to the DIR contract #DIR-TSO-3763, and authorizing the execution of the agreement.

**41.** Discuss, consider, and take appropriate action on approving and ILA between Williamson County and Williamson County and Cites Health Disctrict (WCCHD).

**42.** Discuss, consider and take any appropriate action regarding approval of an agreement with Pearson Education, Inc. and authorize photos of the Williamson County EMS for use in a paramedic textbook and promote public health and safety education.

**43.** Discuss, consider and take appropriate action on a Supplemental Agreement No. 6 to Agreement for Landscape Architectural Phase II Services between Williamson County, Texas and Design Workshop, Inc. in relation to the Williamson County River Ranch County Park Project.

**44.** Discuss, consider, and take appropriate action on awarding RFQ #21RFSQ2 Design or Engineer Services for Minor County Building Projects to the recommended firms herein for a period of five (5) years on an as-needed basis.

**45.** Receive updates on the Department of Infrastructure projects and issues.

**46.** Discuss, consider, and take appropriate action regarding amending the Williamson County Long-Range Transportation Plan to address current and projected needs in the public interest.

**47.** Discuss, consider, and take appropriate action regarding Change Order No. 7 in the amount of $30,341.85 for 3866 Forest North Phase 3 (DeNucci Constructors), a Road Bond project in Commissioner Pct. 1 P:225 Funding Source: Road Bond.

**48.** Discuss, consider, and take appropriate action regarding Change Order No. 8 in the amount of $9,733.37 for 3866 Forest North Phase 3 (DeNucci Constructors), a Road Bond project in Commissioner Pct. 1 P:225 Funding Source: Road Bond.

**49.** Discuss, consider and take appropriate action on a Contract Amendment No. 4 to the Corridor H (Sam Bass Road) contract between Williamson County and K Friese & Associates, Inc. relating to the 2019 Road Bond Program. Project: P462. Fund Source: Road Bonds.

**50.** Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to transfer $4,300,000 to P270 (Great Oaks Bridge) from P224 (North Mays; $1,500,000), P326 (RM 2243; $2,000,000), P293 (Kauffman Loop Phase 1; $400,000) and P309 (Pond Springs; $400,000).

**51.** Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to transfer $555,000 from P290 (2013 Road Bond Non-Departmental) to P329 (O'Connor Drive Signals; $50,000), P261 (CR 110 Middle Phase 2; $50,000), P284 (Hairy Man Road/Brushy Creek; $200,000), P231 (Ronald Reagan Blvd at IH-35; $5,000), P271 (Seward Junction SE; $50,000), and P241 (CR 176 at FM 2243; $200,000).

**52.** Discuss, consider and take appropriate action on an Interlocal Agreement Regarding The City/County Participation in the Design and Reconstruction Costs Related to County Road 111 Construction Project with The City of Georgetown.

**53.** Discuss, consider and take appropriate action on a Real Estate Contract with Walsh Ranch Owner's Association for Right of Way needed on the Sam Bass Road/Corridor H project (Parcel 66). Funding Source: Road Bonds P462

**54.** Discuss, consider and take appropriate action on an Interlocal Agreement Between Thrall Independent School District and Williamson County for roadway improvement at 201 South Bounds.

**55.** Discuss, consider and take appropriate action on an Interlocal Agreement Regarding the City/County Participation in the Design and Construction Costs Related to The Cottrell Street Construction Project.

**56.** Discuss, consider and take appropriate action on a Letter Agreement with Jack and Cynthia Hall for a Water line Easement needed on County Road 366 (Parcel 14WE). Funding Source: Road Bonds: P296

**57.** Discuss, consider and take appropriate action on 1 claim for moving expenses related to the right of way acquisition on Parcel 13. Funding Source: Road Bonds P462 Unit D07 John MacMillan

**58.** Discuss, consider and take appropriate action on the FY 2021-2022 Budget Policy document.

**59.** Discuss, consider and take appropriate action on funding matters relating to Coronavirus Aid, Relief, and Economic Security (CARES) Act and the American Rescue Plan Act of 2021 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 American Rescue Plan funding, as well as possible future funding and allocation plans in relation to CARES Act and American Rescue Plan funds.

**60.** Discuss, consider and take appropriate action on approving funding for the attached projects per the September 21, 2021, item 67 discussion, as well as the September 28, 2021, item 62 discussion.

**61.** Discuss, consider and take appropriate action to approve projects and budgets for the remaining funds in the 2022 Capital Improvement Program, Long Range Transportation (LTP), 2019 Road Bond, Coronavirus Aid, Relief, and Economic Security (CARES) Act and the American Rescue Pan Act (ARPA).

**62.** Discuss, consider and take appropriate action on required resolution to nominate John Lux to the Williamson Central Appraisal District Board of Directors.

**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)."***

**63.** 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 Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
i) Discuss the acquisition of real property for CR 111.
j) Discuss the acquisition of real property for Corridor H
k) Discuss the acquisition of real property for future SH 29 corridor.
l) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
m) Discuss the acquisition of right-of-way for Corridor C.
n) Discuss the acquisition of right-of-way for Corridor F.
o) Discuss the acquisition of right-of-way for Corridor D.
p) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
q) Discuss the acquisition of right-of-way for Reagan extension.
r) Discuss the acquisition of real property near Justice Center.
s) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
t) Discuss the acquisition of the MKT Right of Way
u) Discuss acquisition of drainage easement in relation to County Road 176

v) Discuss acquisition of right of way for Corridor E.

B. Property or Real Estate owned by Williamson County

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

a) Discuss County owned real estate containing underground water rights and interests.

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

c) Discuss property usage at Longhorn Junction

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

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

f) Discuss the sale of property located at 900 S Main St., Taylor, 76574

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

D. Discuss the Cobb Cavern Conservation Easement Amendment and potential acquisition.

**64.** 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) Project Crystal
c) Project Winston
d) Project Solo
e) Project Stamp
f) Project Red Hot Chili Pepper
g) Project Nirvana
h) Project Sound garden
i) Project Def Leopard
j) Project Flex Power

**65.** 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) Claim of Regina Wright.
h) 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.

i) 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.
j) 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.
k) 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.
l) 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.
m) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
n) Case 1:21-cv-00388-RP; Ramsey Mitchell vs. Williamson County, Robert Chody, Zachary Camden, Mark Luera, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
o) 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.
p) Shamona Harris - EEOC Charge #451-2021-00812.
q) 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.
r) 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.
s) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.
t) Civil Action No. 1:21-cv-00275; Big Fish Entertainment LLC v. Williamson County Sheriff's Office et al.; In the United States District Court for the Western District Of Texas, Austin Division.
u) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.
v) Civil Action No. 1:21-cv-00350; Imani Nembhard v. Williamson County, Robert Chody and Christopher Pisa; In the United States District Court for the Western District Of Texas, Austin Division.
w) Civil Action No. 1:21-cv-00350; Gary Watsky v. Williamson County, Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
x) Kelli Bomer - EEOC Charge #451-2021-00920.
y) Gary Haston - EEOC Charge #451-2021-01145.
z) Civil Action No. 1:21-CV-480; Gloria Cowin, Individually and on behalf of the Estate Of Patrick Dupre, v. Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.
aa) Civil Action No. Civil Action No. 21-481; Marquina Gilliam-Hicks v. Sean Feldman, In his individual capacity, and Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.
bb) EEOC Charge of Discrimination #450-2021-00854 - Donald L. Foiles, Jr.
cc) Civil Action No. 1:21-cv-615; Bernardo Acosta v. Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.
dd) Jacqueline Robinson - EEOC Charge # 451-2021-01742.
ee) Williamson County Landfill Operation Agreement Terms and Conditions.
ff) Civil Action No. 1:21-cv-00834; Skylar Leal vs Williamson County and Lorenzo Hernandez; In The United States District Court for the Western District of Texas, Austin Division.

**66.** Discuss security assessments or deployments relating to information resources technology; network security information as described by Texas Gov't Code Section 2059.055(b); and/or (3) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices. (Executive Session as per Texas Gov't. Code § 551.089).

**67.** 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)

**68.** Discuss and take appropriate action concerning economic development.

**69.** Discuss and take appropriate action concerning real estate.

**70.** 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) Claim of Regina Wright.
h) 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.
i) 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.
j) 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.
k) 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.
l) 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.
m) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).

n) Case 1:21-cv-00388-RP; Ramsey Mitchell vs. Williamson County, Robert Chody, Zachary Camden, Mark Luera, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
o) 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.
p) Shamona Harris - EEOC Charge #451-2021-00812.
q) 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.
r) 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.
s) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.
t) Civil Action No. 1:21-cv-00275; Big Fish Entertainment LLC v. Williamson County Sheriff's Office et al.; In the United States District Court for the Western District Of Texas, Austin Division.
u) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.
v) Civil Action No. 1:21-cv-00350; Imani Nembhard v. Williamson County, Robert Chody and Christopher Pisa; In the United States District Court for the Western District Of Texas, Austin Division.
w) Civil Action No. 1:21-cv-00350; Gary Watsky v. Williamson County, Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
x) Kelli Bomer - EEOC Charge #451-2021-00920.
y) Gary Haston - EEOC Charge #451-2021-01145.
z) Civil Action No. 1:21-CV-480; Gloria Cowin, Individually and on behalf of the Estate Of Patrick Dupre, v. Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.
aa) Civil Action No. Civil Action No. 21-481; Marquina Gilliam-Hicks v. Sean Feldman, In his individual capacity, and Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.
bb) EEOC Charge of Discrimination #450-2021-00854 - Donald L. Foiles, Jr.
cc) Civil Action No. 1:21-cv-615; Bernardo Acosta v. Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.
dd) Jacqueline Robinson - EEOC Charge # 451-2021-01742.
ee) Williamson County Landfill Operation Agreement Terms and Conditions.
ff) Civil Action No. 1:21-cv-00834; Skylar Leal vs Williamson County and Lorenzo Hernandez; In The United States District Court for the Western District of Texas, Austin Division.

**71.** 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.

**72.** Comments from Commissioners.

**73.** 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.

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Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 1st day of October 2021 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Commissioners Court - Regular Session** **3.**

**Meeting Date:** 10/05/2021

Capital Asset for Auction Emergency Med Services Stretchers

**Submitted For:** Joy Simonton **Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

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## Information

### Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county equipment assets through Auction including Two (2) Stryker Stretchers (valued greater than $5,000.00), pursuant to Tx. Local Gov't Code 263.152.

### Background

Please see the attached list for details.

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## Fiscal Impact

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

## Attachments

Emergency Med Services Stretchers

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 09/30/2021 11:43 AM |
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 11:45 AM |
| Form Started By: Mary Watson | | Started On: 09/21/2021 11:49 AM |
| Final Approval Date: 09/30/2021 | | |

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kbecker@wilco.org - 20-09-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Capital Asset (greater than $5000) |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | STRYKER STRETCHER 6506 POWER PRO 3 HOURS |
| 1. Manufacturer ID #: | SERIAL # 130339299 |
| 1. Oracle Asset #: | NOT FOUND |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | STRYKER STRETCHER 6506 POWER PRO 22 HOURS |
| 2. Manufacturer ID #: | SERIAL # 120839906 |
| 2. Oracle Asset #: | NOT FOUND |
| 2. Condition of Assets: | Working |
| Transferring Dept.: | Emergency Med Services |
| Transferring Dept. Contact Person | Kirk Becker |
| Transferring Dept. Contact Ph#: | 512-430-0991 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Mike Knipstein 9/20/2021 3:03 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

## Asset Status Change

**Commissioners Court - Regular Session** **4.**

**Meeting Date:** 10/05/2021

Assets for Auction Monthly Report 10.5.21

**Submitted For:** Joy Simonton **Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Tx. Local Gov't Code 263.152, for the period of 09/01/2021 through 09/30/2021.

### Background

Please see the attached list for details.

## Fiscal Impact

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

## Attachments

Assets for Auction Monthly Report 10.5.21

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 09/30/2021 05:58 AM |
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 08:23 AM |
| Form Started By: Mary Watson | | Started On: 09/21/2021 12:01 PM |
| Final Approval Date: 09/30/2021 | | |

"September 2021 Monthly Report **Court Date:** 10/5/2021

## Williamson County - Assets for Auction

**Agenda #:** 27622

| Item | Serial Number | Quantity | Department |
|---|---|---|---|
| 48" Desk with hutch and light | | 1 | 911 Communications |
| Rolling Clothes Rack | | 2 | 911 Communications |
| Dry Erase Board 48x48 inches | | 1 | 911 Communications |
| Dell Monitor, Model P2213t | CN0FJ44J7444556P610M | 1 | 911 Communications |
| Dell Monitor, Model P2213t | CN0FJ44J7444556P603M | 1 | 911 Communications |
| Dell Monitor, Model P2213t | CN0FP04F7287235IATYS | 1 | 911 Communications |
| Dell monitor stands (no monitors) | | 2 | 911 Communications |
| Dell Multimedia Speaker | CN0C730C716233492161 | 1 | 911 Communications |
| Apple iPad Wift/Cellular 6th generation | See List | 3 | 911 Communications |
| Ladder Rack for Pick-up truck | | 1 | Building Maintenance |
| desk | | 2 | Building Maintenance |
| small filing cabinets | | 2 | Building Maintenance |
| Book Shelf | | 2 | Building Maintenance |
| Office Chairs | | 6 | Building Maintenance |
| Computer monitors | | 10 | Building Maintenance |
| Paper Towel Dispensers | | 6 | Building Maintenance |
| Toilet Paper Dispensers | | 10 | Building Maintenance |
| Drain Camera | | 1 | Building Maintenance |
| Santa Medical Fingertip Oximeter | 18130050413 | 1 | Corrections |
| Raytek MiniTemp | RAYL000506302 | 1 | Corrections |
| Taser Holster | | 1 | Corrections |
| Mckesson Pulse Oximeter | 42690, 42691 | 2 | Corrections |
| Rescue Hook Holster | | 2 | Corrections |
| Shiny Duty Belt | | 1 | Corrections |
| Duty Belt | | 7 | Corrections |
| Key Holder | | 1 | Corrections |
| Glove pouch | | 2 | Corrections |
| Handcuff Holders | | 25 | Corrections |
| Radio Holder | | 36 | Corrections |
| Mini Maglite Flashlights | | 30 | Corrections |
| Flashlight Case | | 1 | Corrections |
| Surefire Z2 Combat Light | A026150 | 1 | Corrections |
| Hawk EC lapel mic with easy hook up | | 1 | Corrections |
| Glove pouches | | 4 | Corrections |
| Medic Pouches | | 3 | Corrections |
| Dell power cords | | 7 | Corrections |
| HDMI Cord | | 1 | Corrections |
| Logitech Wireless Keyboard | | 1 | Corrections |
| Belkin Surge Protector | | 1 | Corrections |
| Dell USB Keyboards | | 5 | Corrections |
| pentax battery charger | | 1 | Corrections |
| Assorted Duty Gear | | 75 | Corrections |
| Trutrack Leader Nipro Diagnostics | 8494140 | 1 | Corrections |
| Trutrack Leader Nipro Diagnostics | 8494103 | 1 | Corrections |
| Devon Fingertip Oximeter | BC #03683 | 1 | Corrections |
| HP Laserjet 4250n 4250/4350 series | CNGXF95660 | 1 | County Attorney |
| HP LaserJet 4200n | USBNS12706 | 1 | County Attorney |
| Canon DR-6010C | FZB323947 | 1 | County Attorney |
| Canon DR-6010C | FB313178 | 1 | County Attorney |
| Canon DR-6010C | FB301018 | 1 | County Attorney |
| Dell Optiplex 7060 | JRDCDW2 | 1 | County Attorney |
| Dell Sub w/speakers | | 1 | County Attorney |
| Aleratec duplicator | 00372-003781 | 1 | County Attorney |
| Aleratec duplicator | 00372-004386 | 1 | County Attorney |
| EZ Dupe duplicator | 17091098 | 1 | County Attorney |
| Lennox Sound portable stereo | | 1 | County Attorney |
| LG portable DVD player | | 1 | County Attorney |
| Dell 17" monitor | | 1 | County Attorney |

| | | | |
|---|---|---|---|
| Dell 22" monitor | | 4 | County Attorney |
| Ferno Stair Chair | 10N-165834 Wilco #8643 | 1 | Emergency Med Services |
| Ferno Stair Chair | 16N-345712 | 1 | Emergency Med Services |
| Ferno Stair Chair | 10N-165837 Wilco #88799 | 1 | Emergency Med Services |
| Ferno Stair Chair | 08-095377 Wilco #4604 | 1 | Emergency Med Services |
| Ferno Stair Chair | 09N-142845 Wilco #8838 | 1 | Emergency Med Services |
| Ferno Stair Chair 6252 | 09N-124644 Wilco #13562 | 1 | Emergency Med Services |
| Dell Optiplex 9010 | 7VW49Y1 | 1 | HazMat |
| HP Office jet 100 Mobile Printer | MY36EB11S2 | 1 | HazMat |
| HP Officejet Pro 8600 | CN35JBVGFC | 1 | HazMat |
| HP Office jet Pro 8600 | CN43QFW07W | 1 | HazMat |
| CombBind C95 | C95*2507070263 | 1 | HazMat |
| Wooden bookshelf | 1727 | 1 | Health District - County Purchased |
| Wooden bookshelf | 1511 | 1 | Health District - County Purchased |
| Conference Table | | 1 | Human Resources |
| Office Chairs | | 6 | Human Resources |
| Large table (heavy) | | 1 | JP 3 |
| blue rolling chairs | | 10 | JP 3 |
| Fujitsu Scanner - 6670 | AAADA02963 | 1 | JP 3 |
| Silver metal foot stand | | 1 | JP 3 |
| Metal box - no keys | | 2 | JP 3 |
| Misc. office supplies & equipment | | 5 | JP 3 |
| Microsoft Surface Pro | See List | 3 | JP 3 |
| Toshiba DVD/VHS player | | 2 | JP 3 |
| Ridgid Generator 6500 watts, Model #RD6800 | CHM0600328 | 1 | Parks |
| Desk - 72x36 with 5 drawers | | 1 | Pre-Trial Services |
| Oval Conference Table - 71x36 | | 1 | Pre-Trial Services |
| Black (Faux) Leather Task Chair | | 1 | Pre-Trial Services |
| Black Mesh Back Task Chair (back will not lock) | | 1 | Pre-Trial Services |
| Fellowes 11053 Copy Holders | | 2 | Sheriff's Office |
| Setcom Liberator | 80228048 | 1 | Sheriff's Office |
| Setcom Liberator | 80228046 | 1 | Sheriff's Office |
| Setcom Liberator | s08029164 | 1 | Sheriff's Office |
| Setcom Liberator | s100804932 | 1 | Sheriff's Office |
| Canon Selphy CP800 | CD1085 | 1 | Sheriff's Office |
| Canon CA-CP200 w/Compact Power Cord | | 1 | Sheriff's Office |
| Canon Photo Paper | | 10 | Sheriff's Office |
| HP DeskJet C6900 Series w/Power Cord | C8970A-002 | 1 | Sheriff's Office |
| Harmon / Kardon Desk top Speakers | HIP-HB | 2 | Sheriff's Office |
| 3.0"x17 Clip on tie | | 2 | Sheriff's Office |
| Nikon Coolpix W100 | 30026745 | 1 | Sheriff's Office |
| Nikon Coolpix W100 | 30026746 | 1 | Sheriff's Office |
| Nikon Coolpix W100 | 30026498 | 1 | Sheriff's Office |
| Nikon Coolpix W100 | 30026742 | 1 | Sheriff's Office |
| pentax optio Z10 | 4357249 BC# 02563 | 1 | Sheriff's Office |
| Olympus Imaging Corp | W59A08966 BC# 02389 | 1 | Sheriff's Office |
| Canon Ivy | BC#06252 | 1 | Sheriff's Office |
| Bravo II Primera Disk Publisher | 2071101152 | 1 | Sheriff's Office |
| Jabra t5330 Wireless Office Headset | 5317-408-105 | 1 | Sheriff's Office |
| Jabra GN100 Wireless Office Headset | 00YAEKB58 | 1 | Sheriff's Office |
| LTI 20/20 Tru Speed Laser Technology | TS000880 BC# 01993 | 1 | Sheriff's Office |
| Dell USB Mice | | 3 | Sheriff's Office |
| Wireless Dell Keyboard | | 2 | Sheriff's Office |
| Wireless dell Mouse | | 2 | Sheriff's Office |
| Garrett Metal Detector Sper Scanner | 32079477 | 1 | Sheriff's Office |
| Innovera Imaging Supplies Dell Toner Cartridge | 5330DN | 1 | Sheriff's Office |
| Dell Laptop | 84GZN81 | 1 | Sheriff's Office |
| Dell Laptop w/Soft Case and Power Cord | 526TXW1 BC# 4690 | 1 | Sheriff's Office |
| Dell S5840 Waste Bottle | | 1 | Sheriff's Office |
| Vehicle tracking with bag | aj2-0876 | 1 | Sheriff's Office |
| Vehicle tracking pocket detector | BE7-11501 | 1 | Sheriff's Office |
| Vehicke Tracking vehicle display | VD-2683 | 1 | Sheriff's Office |

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|---|---|---|---|
| Vehicle Tracking Saw Filter | TSF2-0039 | 1 | Sheriff's Office |
| Tint Meter | 57492 | 1 | Sheriff's Office |
| Dell Monitor | | 1 | Sheriff's Office |
| Dell Optiplex 7040 | 2H6F182 BC 1407 | 1 | Sheriff's Office |
| Dell Optiplex 7010 | DG8MCZ1 BC 4641 | 1 | Sheriff's Office |
| USB Keyboard | | 1 | Sheriff's Office |
| Sony Handycam Model DCR-SX45 | 1288395 BC 03194 | 1 | Sheriff's Office |
| Dell Optiplex 7040 | G134DHS BC 11955 | 1 | Sheriff's Office |
| Dell Optiplex 7020 | 7X9HD42 BC 5750 | 1 | Sheriff's Office |
| Dell Optiplex 7070 | 6LNBB03 BC 13396 | 1 | Sheriff's Office |
| Dell Optiplex 7050 | 83SQBM2 13956 | 1 | Sheriff's Office |
| Streamlight Stinger | | 5 | Sheriff's Office |
| Streamlight Ultra Stinger | | 3 | Sheriff's Office |
| Streamlight Stinger XTHP | | 1 | Sheriff's Office |
| Streamlight 20X | | 34 | Sheriff's Office |
| Green Z-Creeper Seat | FS1903008210 | 1 | Sheriff's Office |
| Dell 33760dn Laser Color Printer | B6W6T1Z BC 08096 | 1 | Sheriff's Office |
| HP Laserjet 4250/4350 Series | CNGXG51202 | 1 | Sheriff's Office |
| HP Laserjet P4015N | CNDY147815 BC 4403 | 1 | Sheriff's Office |
| HP Laserjet 4250n 4250/4350 series | CNRXJ92416 BC 4404 | 1 | Sheriff's Office |
| Aleratec Disc Drive | RCI 481865 BC 4821 | 1 | Sheriff's Office |
| Sony multifunction DVD Recorder | 5398197 BC 03146 | 1 | Sheriff's Office |
| Sharp EL-1801V Electronic Calculator | 3D192413 | 1 | Sheriff's Office |
| Sharp EL-1801V Electronic Calculator | 3D192423 | 1 | Sheriff's Office |
| Sharp EL-1750v Electronic Calculator | 5D019 | 1 | Sheriff's Office |
| Assorted Cords | | 15 | Sheriff's Office |
| Diamond USB Dongle | DMM-FD 703010186 BC 03701 | 1 | Sheriff's Office |
| Radio Holers | | 10 | Sheriff's Office |
| Sarariland Pistol Holder | | 4 | Sheriff's Office |
| Streamlight Stinger Flashlight | | 6 | Sheriff's Office |
| Streamlight Stinger Flashlight | | 1 | Sheriff's Office |
| Taser Protect Life Taser CDDM Configuration Kit | | 2 | Sheriff's Office |
| Bo Hui Non-Contact Infrared Thermometer | | 2 | Sheriff's Office |
| Sony HDR-CX240 | 3291952 BC 03848 | 1 | Sheriff's Office |
| Sony HDR-CX240 | 3236259 | 1 | Sheriff's Office |
| Handcuff Cases | | 24 | Sheriff's Office |
| Mag Holders | | 2 | Sheriff's Office |
| Sony multifunction DVD Recorder | 5405733 BC 03148 | 1 | Sheriff's Office |
| Canon ZR960 Kit | BC 03361 | 1 | Sheriff's Office |
| memorex DVD Writer | 1205650LE00309 | 1 | Sheriff's Office |
| Sony multifunction DVD Recorder | 5405733 BC 03149 | 1 | Sheriff's Office |
| Memorex DVD Writer | 1204650LE04761 | 1 | Sheriff's Office |
| Canon ZR960 camcorder Kit | BC 03360 | 1 | Sheriff's Office |
| Canon ZR960 camcorder Kit | BC 03359 | 1 | Sheriff's Office |
| Flare Alert LED Lighting | | 1 | Sheriff's Office |
| Memorex DVD Writer | 1204650LE04757 BC 03328 | 1 | Sheriff's Office |
| Memorex DVD Writer | 1204650LE04773 BC 03330 | 1 | Sheriff's Office |
| Roxant Video Camera Stabilizer | | 3 | Sheriff's Office |
| Motorola Kit | BC 03070 | 1 | Sheriff's Office |
| Dell Monitor | CN-0668VC-QDCoo-7BK-211I-a02 | 1 | Sheriff's Office |
| Dell Monitor | CN-0668VC-0DC007BK-41RI-A02 | 1 | Sheriff's Office |
| Dell Monitor | CN-0V7JP5-QDC00-94F-97NL-A03 | 1 | Sheriff's Office |
| Dell Optiplex 7060 | SQZ77X2 BC 11878 | 1 | Sheriff's Office |
| Dell Optiplex 7050 | 83HMBMZ BC4081 | 1 | Sheriff's Office |
| Dell Optiplex 7050 | 83PQBMZ BC 4077 | 1 | Sheriff's Office |
| Dell Optiplex 7050 | 83WPBMZ BC 4697 | 1 | Sheriff's Office |
| Dell Optiplex 7010 | 3CTM7Y1 BC 4687 | 1 | Sheriff's Office |
| Polycom Soundstation | 40H11vc10375 | 1 | Sheriff's Office |
| USB Dell Mouse | | 4 | Sheriff's Office |
| USB Dell Keyboard | | 4 | Sheriff's Office |
| Dell Optiplex 7050 | 834QBMZ BC 9762 | 1 | Sheriff's Office |
| Dell Optiplex 7060 | BR797XZ BC 11959 | 1 | Sheriff's Office |

| | | | |
|---|---|---|---|
| Uncle Mikes Chest Holster | | 1 | Sheriff's Office |
| Belt with keeper | | 1 | Sheriff's Office |
| Assorted duty Gear | | 4 | Sheriff's Office |
| Baton Holder | | 1 | Sheriff's Office |
| Garmin Charger for the car | | 1 | Sheriff's Office |
| Griffin AUX | | 1 | Sheriff's Office |
| Belt keeper | | 2 | Sheriff's Office |
| Tactical keyring holder | | 1 | Sheriff's Office |
| Stinger Flashlight Charger | | 1 | Sheriff's Office |
| Surfire Riffle Flashlight | | 1 | Sheriff's Office |
| Assorted Mounting Hardware | | 3 | Sheriff's Office |
| Large Deep Sea Wet Suit | | 1 | Sheriff's Office |
| Amerex Model 860 | | 1 | Sheriff's Office |
| Setcom Broken off SWAT Helmet | | 1 | Sheriff's Office |
| Setcom motors | s08029190 | 1 | Sheriff's Office |
| Motors Radio Connector | | 1 | Sheriff's Office |
| 3.0"x20 clip on tie | | 5 | Sheriff's Office |
| 3.0"x18 clip on tie | | 3 | Sheriff's Office |
| Dell Optiplex 7040 | D8K9ZG2 BC 3452 | 1 | Sheriff's Office |
| Dell Optiplex 7050 | D0W59MZ BC 9689 | 1 | Sheriff's Office |
| Dell Optiplex 7040 | 5KN4382 BC 4669 | 1 | Sheriff's Office |
| Dell Monitor | CN-0668VC | 1 | Sheriff's Office |
| Dell 1250/1350/1355/C1760/C1760/C1765 Toner Cartridge | | 1 | Sheriff's Office |
| Dell 1250C/1350CNW/1355CN/1355CNW/C1760NW Black Toner Cartridge CT202046 | | 1 | Sheriff's Office |
| Logitech Wireless mice | | 2 | Sheriff's Office |
| Dell 5330DDN 20.000-Pages Black Toner Cartridge | 0NY313 | 1 | Sheriff's Office |
| EKG Battery | Lot # M35103 | 1 | Sheriff's Office |
| organizers | | 2 | Sheriff's Office |
| Counter Change Holder | | 1 | Sheriff's Office |
| Bates Hummer 3 hole punch | | 1 | Sheriff's Office |
| Stanley Bostich Stapler | | 1 | Sheriff's Office |
| PAID Stamp EXP: 2012 | | 1 | Sheriff's Office |
| RECEIVED Stamp EXP: 2018 | | 1 | Sheriff's Office |
| 2000 Plus Micro Message Dater EXP: 2018 | | 1 | Sheriff's Office |
| Tray Organizer | | 1 | Sheriff's Office |
| Mail Slot Organizer | | 1 | Sheriff's Office |
| Universal White 2" 3 ring binder | | 5 | Sheriff's Office |
| White 1" 3 ring binder | | 1 | Sheriff's Office |
| Pelikan Valu-pac Sharp PA-3100 Series 5 correctable c | | 1 | Sheriff's Office |
| Sharp PA 300 Type Writter | 98039817K | 1 | Sheriff's Office |
| Tan Blauer Polo Shirts | | 15 | Sheriff's Office |
| Life Support Disposable Bag Masj Resuscitator with empty tank | | 1 | Sheriff's Office |
| Rectangle shape Conference Table | | 1 | Sheriff's Office |
| Brown Fold down tables | | 2 | Sheriff's Office |
| Red Plastic Chairs | | 10 | Sheriff's Office |
| Office Chairs | | 6 | Sheriff's Office |

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|jeff.spencer@wilco.org - 16-09-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 2 |
| 1. Description: | Rolling Clothes Rack |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Dry Erase Board 48x48 inches |
| 2. Condition of Assets: | Working |
| Transferring Dept.: | 911 Communications |
| Transferring Dept. Contact Person | Jeff Spencer |
| Transferring Dept. Contact Ph#: | 512-943-1390 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Thomas Piche 9/16/2021 12:44 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

**Asset Status Change**

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|jeff.spencer@wilco.org - 30-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | 48" Desk with hutch and light |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Working |
| Transferring Dept.: | 911 Communications |
| Transferring Dept. Contact Person | Jeff Spencer |
| Transferring Dept. Contact Ph#: | 5129431390 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Thomas Piche 8/31/2021 8:16 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|jeff.spencer@wilco.org - 16-09-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Dell Monitor, Model P2213t |
| 1. Manufacturer ID #: | CN0FJ44J7444556P610M |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Dell Monitor, Model P2213t |
| 2. Manufacturer ID #: | CN0FJ44J7444556P603M |
| 2. Oracle Asset #: | N/A |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Dell Monitor, Model P2213f |
| 3. Manufacturer ID #: | CN0FP04F7287235IATYS |
| 3. Oracle Asset #: | N/A |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 2 |
| 4. Description: | Dell monitor stands (no monitors) |
| 4. Oracle Asset #: | N/A |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | Dell Multimedia Speaker |
| 5. Manufacturer ID # | CN0C730C716233492161 |
| 5. Oracle Asset # | N/A |
| 5. Condition of Assets | Working |
| Transferring Dept.: | 911 Communications |
| Transferring Dept. Contact Person | Jeff Spencer |
| Transferring Dept. Contact Ph#: | 512-943-1390 |
| | |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Thomas Piche 9/16/2021 12:44 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

**Asset Status Change**

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|jeff.spencer@wilco.org - 27-09-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 3 |
| 1. Description: | Apple iPad Wifi/ Cellular 6th generation |
| 1. Manufacturer ID #: | DMPYN1PVJF89, DMPYN1YVJF89, DMPYN155JF89 |
| 1. Oracle Asset #: | 226149, 226151, NOT FOUND |
| 1. Condition of Assets: | Working |
| Transferring Dept.: | 911 Communications |
| Transferring Dept. Contact Person | Jeff Spencer |
| Transferring Dept. Contact Ph#: | 512.943.1390 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Thomas Piche 9/27/2021 10:11 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |
| Agenda Item: | 27622 |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|jeffrey.shoffner@wilco.org - 14-09-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Ladder Rack |
| 1. Manufacturer ID #: | Ladder Rack for Pick up truck |
| 1. Condition of Assets: | Working |
| Transferring Dept.: | Building Maintenance |
| Transferring Dept. Contact Person | Jeffrey Shoffner |
| Transferring Dept. Contact Ph#: | 512-943-3308 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Gina Wrehsnig 9/14/2021 1:41 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|jeffrey.shoffner@wilco.org - 14-09-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 2 |
| 1. Description: | desk |
| 1. Manufacturer ID #: | office desks |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 2 |
| 2. Description: | small filing cabinets |
| 2. Manufacturer ID #: | small filing cabinets |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 2 |
| 3. Description: | Book Shelf |
| 3. Manufacturer ID #: | Book Shelf |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 6 |
| 4. Description: | Office chairs |
| 4. Manufacturer ID #: | office Chairs |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 10 |
| 5. Description | Computer monitors |
| 5. Manufacturer ID # | Computer monitors |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Building Maintenance |
| Transferring Dept. Contact Person | Jeffrey Shoffner |
| Transferring Dept. Contact Ph#: | 5129431599 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Gina Wrehsnig 9/14/2021 1:37 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|jeffrey.shoffner@wilco.org - 23-09-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 6 |
| 1. Description: | Paper Towel Dispensers |
| 1. Manufacturer ID #: | n/a |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 10 |
| 2. Description: | Toilet Paper Dispensers |
| 2. Manufacturer ID #: | n/a |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Drain Camera |
| 3. Manufacturer ID #: | n/a |
| 3. Condition of Assets: | Unknown |
| Transferring Dept.: | Building Maintenance |
| Transferring Dept. Contact Person | Jeffrey Shoffner |
| Transferring Dept. Contact Ph#: | 512-943-3308 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Gina Wrehsnig 9/23/2021 3:30 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |
| Agenda Item: | 27622 |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 23-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Santa Medical Fingertip Oximeter |
| 1. Manufacturer ID #: | 18130050413 |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Raytek MiniTemp |
| 2. Manufacturer ID #: | RAYL000506302 |
| 2. Oracle Asset #: | N/A |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Taser Holster |
| 3. Oracle Asset #: | N/A |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 2 |
| 4. Description: | Mckesson Pulse Oximeter |
| 4. Oracle Asset #: | 42690, 42691 |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 2 |
| 5. Description | Rescue Hook Holster |
| 5. Oracle Asset # | N/A |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Corrections |
| Transferring Dept. Contact Person | Kayla Allison |
| Transferring Dept. Contact Ph#: | 5129431349 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Kathleen Pokluda 9/2/2021 10:06 AM |
| Transferring Dept. - Elected Offic./Dept. | ✗ |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Head/Auth Staff Signature | |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

**Asset Status Change**

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 23-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Shiny Duty Belt |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 7 |
| 2. Description: | Duty Belt |
| 2. Oracle Asset #: | N/A |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Key Holder |
| 3. Oracle Asset #: | N/A |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 2 |
| 4. Description: | Glove pouch |
| 4. Oracle Asset #: | N/A |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 25 |
| 5. Description | Handcuff Holders |
| 5. Oracle Asset # | N/A |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Corrections |
| Transferring Dept. Contact Person | Kayla Allison |
| Transferring Dept. Contact Ph#: | 5129431349 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Kathleen Pokluda 9/2/2021 9:51 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 23-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 36 |
| 1. Description: | Radio Holder |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 30 |
| 2. Description: | Mini Maglite Flashlights |
| 2. Oracle Asset #: | N/A |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Flahlight Case |
| 3. Oracle Asset #: | N/A |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Surefire Z2 Combat Light |
| 4. Manufacturer ID #: | A026150 |
| 4. Oracle Asset #: | N/A |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | Hawk EC lapel mic with easy hook up |
| 5. Oracle Asset # | N/A |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Corrections |
| Transferring Dept. Contact Person | Kayla Allison |
| Transferring Dept. Contact Ph#: | 5129431349 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Kathleen Pokluda 9/2/2021 8:56 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 23-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 4 |
| 1. Description: | Glove pouches |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 3 |
| 2. Description: | Medic Pouches |
| 2. Oracle Asset #: | N/A |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| Transferring Dept.: | Corrections |
| Transferring Dept. Contact Person | Kayla Allison |
| Transferring Dept. Contact Ph#: | 5129431349 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Kathleen Pokluda 9/2/2021 8:35 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 23-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 7 |
| 1. Description: | Dell power cords |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | HDMI Cord |
| 2. Oracle Asset #: | N/A |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Logitech Wireless Keyboard |
| 3. Oracle Asset #: | N/A |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Belkin Surge Protector |
| 4. Oracle Asset #: | N/A |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 5 |
| 5. Description | Dell USB Keyboards |
| 5. Oracle Asset # | N/A |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Corrections |
| Transferring Dept. Contact Person | Kayla Allison |
| Transferring Dept. Contact Ph#: | 5128252452 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Kathleen Pokluda 9/2/2021 8:19 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 23-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | pentax battery charger |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 75 |
| 2. Description: | Assorted Duty Gear |
| 2. Oracle Asset #: | N/A |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Trutrack Leader Nipro Diagnostics |
| 3. Manufacturer ID #: | 8494140 |
| 3. Oracle Asset #: | N/A |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Trutrack Leader Nipro Diagnostics |
| 4. Manufacturer ID #: | 8494103 |
| 4. Oracle Asset #: | N/A |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | Devon Fingertip Oximeter |
| 5. Manufacturer ID # | BC #: 03683 |
| 5. Oracle Asset # | N/A |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Corrections |
| Transferring Dept. Contact Person | Kayla Allison |
| Transferring Dept. Contact Ph#: | 5129431349 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Kathleen Pokluda 9/2/2021 8:16 AM |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

**Asset Status Change**

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|slloyd@wilco.org - 23-09-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | HP LaserJet 4250n |
| 1. Manufacturer ID #: | s/n: CNGXF95660 |
| 1. Oracle Asset #: | NOT FOUND |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | HP LaserJet 4200n |
| 2. Manufacturer ID #: | s/n: USBNS12706 |
| 2. Oracle Asset #: | NOT FOUND |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Canon DR-6010C |
| 3. Manufacturer ID #: | FB323947 |
| 3. Oracle Asset #: | NOT FOUND |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Canon DR-6010C |
| 4. Manufacturer ID #: | FB313178 |
| 4. Oracle Asset #: | NOT FOUND |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | Canon DR-6010C |
| 5. Manufacturer ID # | FB301018 |
| 5. Condition of Assets | Working |
| Transferring Dept.: | County Attorney |
| Transferring Dept. Contact Person | Stephanie Lloyd |
| Transferring Dept. Contact Ph#: | 512-943-1116 |
| | |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ stephanie lloyd 9/23/2021 1:48 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |
| Agenda Item: | 27622 |

**Asset Status Change**

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|slloyd@wilco.org - 23-09-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Dell Optiplex 7060 |
| 1. Manufacturer ID #: | JRDCDW2 |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Dell Sub w/speakers |
| 2. Condition of Assets: | Unknown |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Aleratec duplicator |
| 3. Manufacturer ID #: | s/n: 00372-003781 |
| 3. Condition of Assets: | Non-Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Aleratec duplicator |
| 4. Manufacturer ID #: | s/n: 00372-004386 |
| 4. Condition of Assets: | Non-Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | EZ Dupe duplicator |
| 5. Manufacturer ID # | s/n: 17091098 |
| 5. Condition of Assets | Non-Working |
| Transferring Dept.: | County Attorney |
| Transferring Dept. Contact Person | Stephanie Lloyd |
| Transferring Dept. Contact Ph#: | 512-943-1116 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ stephanie lloyd 9/23/2021 9:37 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|slloyd@wilco.org - 23-09-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Lennox Sound portable stereo |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | LG portable DVD player |
| 2. Oracle Asset #: | N/A |
| 2. Condition of Assets: | Non-Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Dell 17" monitor |
| 3. Oracle Asset #: | N/A |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 4 |
| 4. Description: | Dell 22" monitor |
| 4. Oracle Asset #: | N/A |
| 4. Condition of Assets: | Working |
| Transferring Dept.: | County Attorney |
| Transferring Dept. Contact Person | Stephanie Lloyd |
| Transferring Dept. Contact Ph#: | 512-943-1116 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ stephanie lloyd 9/23/2021 9:45 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |
| Agenda Item: | 27622 |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kbecker@wilco.org - 20-09-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | FERNO STAIR CHAIR |
| 1. Manufacturer ID #: | SERIAL # 10N-165834 WILCO # 8643 |
| 1. Oracle Asset #: | NOT FOUND |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | FERNO STAIR CHAIR |
| 2. Manufacturer ID #: | SERIAL # 16N-345712 |
| 2. Oracle Asset #: | NOT FOUND |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | FERNO STAIR CHAIR |
| 3. Manufacturer ID #: | SERIAL # 10N-165837 WILCO # 8799 |
| 3. Oracle Asset #: | NOT FOUND |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | FERNO STAIR CHAIR |
| 4. Manufacturer ID #: | SERIAL # 08-095377 WILCO # 4604 |
| 4. Oracle Asset #: | 48210 |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | FERNO STAIR CHAIR |
| 5. Manufacturer ID # | SERIAL # 09N-142845 WILCO # 8838 |
| 5. Oracle Asset # | NOT FOUND |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Emergency Med Services |
| Transferring Dept. Contact Person | Kirk Becker |
| | |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Transferring Dept. Contact Ph#: | 512-430-0991 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Mike Knipstein 9/20/2021 3:04 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

**Asset Status Change**

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kbecker@wilco.org - 22-09-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | FERNO STAIR CHAIR 6252 |
| 1. Manufacturer ID #: | SERIAL # 09N-124644 WILCO # 13562 |
| 1. Condition of Assets: | Working |
| Transferring Dept.: | Emergency Med Services |
| Transferring Dept. Contact Person | Kirk Becker |
| Transferring Dept. Contact Ph#: | 512-430-0991 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Mike Knipstein 9/22/2021 2:43 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |
| Agenda Item: | 27622 |

**Asset Status Change**

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|david.cella@wilco.org - 21-09-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Dell Optiplex 9010 |
| 1. Manufacturer ID #: | 7VW49Y1 |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | HP Officejet 100 Mobile Printer |
| 2. Manufacturer ID #: | MY36EB11S2 |
| 2. Condition of Assets: | Unknown |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | HP Officejet Pro 8600 |
| 3. Manufacturer ID #: | CN35JBVGFC |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | HP Officejet Pro 8600 |
| 4. Manufacturer ID #: | CN43QFW07W |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | CombBind C95 |
| 5. Manufacturer ID # | C95*2507070263 |
| 5. Condition of Assets | Unknown |
| Transferring Dept.: | HazMat |
| Transferring Dept. Contact Person | Hank Jones |
| Transferring Dept. Contact Ph#: | 5129433679 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Hank Jones 9/21/2021 2:40 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |
| Agenda Item: | 27622 |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|jessica.morales@wilco.org - 18-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Wooden bookshelf |
| 1. Manufacturer ID #: | 001727 |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Wooden bookshelf |
| 2. Manufacturer ID #: | 001511 |
| 2. Oracle Asset #: | N/A |
| 2. Condition of Assets: | Working |
| Transferring Dept.: | Health District - County Purchased |
| Transferring Dept. Contact Person | Jessica Morales |
| Transferring Dept. Contact Ph#: | 512-943-3648 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Michelle Broddrick 9/6/2021 3:51 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|evelyn.petrere@wilco.org - 08-09-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Conference Table |
| 1. Manufacturer ID #: | N/A |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 6 |
| 2. Description: | Office Chair |
| 2. Manufacturer ID #: | N/A |
| 2. Oracle Asset #: | N/A |
| 2. Condition of Assets: | Working |
| Transferring Dept.: | Human Resources |
| Transferring Dept. Contact Person | Evelyn Petrere |
| Transferring Dept. Contact Ph#: | evelyn.petrere@wilco |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Rebecca Clemons 9/8/2021 10:46 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|maalcala@wilco.org - 17-09-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Large table (heavy) |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 10 |
| 2. Description: | blue rolling chairs |
| 2. Oracle Asset #: | N/A |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Fujitsu Scanner - 6670 |
| 3. Manufacturer ID #: | AAADA02963 |
| 3. Oracle Asset #: | 83230 |
| 3. Condition of Assets: | Non-Working |
| Transferring Dept.: | Justice of the Peace 3 |
| Transferring Dept. Contact Person | Mary Alcala |
| Transferring Dept. Contact Ph#: | 512-943-1505 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Mary Alcala 9/17/2021 3:22 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|maalcala@wilco.org - 17-09-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Silver metal foot stand |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 2 |
| 2. Description: | Metal box - no keys |
| 2. Oracle Asset #: | N/A |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 5 |
| 3. Description: | Misc. office supplies & equipment |
| 3. Oracle Asset #: | N/A |
| 3. Condition of Assets: | Non-Working |
| 4. Quantity (Mandatory): | 3 |
| 4. Description: | Microsoft Surface Pro |
| 4. Manufacturer ID #: | 0067001503486; 0100411512486;0100587512486 |
| 4. Oracle Asset #: | NONE FOUND |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 2 |
| 5. Description | Toshiba DVD/VHS player |
| 5. Oracle Asset # | N/A |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Justice of the Peace 3 |
| Transferring Dept. Contact Person | Mary Alcala |
| Transferring Dept. Contact Ph#: | 512-943-1505 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Mary Alcala 9/17/2021 3:18 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

**Asset Status Change**

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|mpettigrew@wilco.org - 14-09-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Ridgid Generator 6500watts. Model#RD6800. |
| 1. Manufacturer ID #: | Serial #CHM0600328 |
| 1. Condition of Assets: | Working |
| Transferring Dept.: | Parks |
| Transferring Dept. Contact Person | Mark Pettigrew |
| Transferring Dept. Contact Ph#: | 5129665000 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Keith Geer 9/21/2021 11:26 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |
| Agenda Item: | 27622 |

**Asset Status Change**

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|jamie.carrillo@wilco.org - 14-09-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Desk - 72 x 36 with 5 drawers |
| 1. Manufacturer ID #: | None |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Oval Conference Table - 71 x 36 |
| 2. Manufacturer ID #: | None |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Black (Faux) Leather Task Chair |
| 3. Manufacturer ID #: | None |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Black Mesh Back Task Chair (back will not lock) |
| 4. Manufacturer ID #: | None |
| 4. Condition of Assets: | Non-Working |
| Transferring Dept.: | Pre-Trial Services |
| Transferring Dept. Contact Person | Jamie Carrillo |
| Transferring Dept. Contact Ph#: | 512-943-1496 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Jamie Carrillo 9/16/2021 7:15 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 23-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 2 |
| 1. Description: | 3.0"x17 Clip on tie |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Unknown |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Nikon Coolpix W100 |
| 2. Manufacturer ID #: | 30026745 |
| 2. Oracle Asset #: | NOT FOUND |
| 2. Condition of Assets: | Unknown |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Nikon Coolpix W100 |
| 3. Manufacturer ID #: | 30026746 |
| 3. Oracle Asset #: | NOT FOUND |
| 3. Condition of Assets: | Unknown |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Nikon Coolpix W100 |
| 4. Manufacturer ID #: | 30026498 |
| 4. Oracle Asset #: | NOT FOUND |
| 4. Condition of Assets: | Unknown |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | Nikon Coolpix W100 |
| 5. Manufacturer ID # | 30026742 |
| 5. Oracle Asset # | NOT FOUND |
| 5. Condition of Assets | Unknown |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Kayla Allison |
| Transferring Dept. Contact Ph#: | 5129431349 |
| | |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Pat Erickson 9/1/2021 3:52 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

**Asset Status Change**

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 23-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 2 |
| 1. Description: | Fellowes 11053 Copy Holders |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Setcom Liberator |
| 2. Manufacturer ID #: | 080228048 |
| 2. Oracle Asset #: | 46686 |
| 2. Condition of Assets: | Unknown |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Setcom Liberator |
| 3. Manufacturer ID #: | 080228046 |
| 3. Oracle Asset #: | 46685 |
| 3. Condition of Assets: | Unknown |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Setcom Liberator |
| 4. Manufacturer ID #: | s08029164 |
| 4. Oracle Asset #: | NOT FOUND |
| 4. Condition of Assets: | Unknown |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | Setcom Liberator |
| 5. Manufacturer ID # | s100804932 |
| 5. Oracle Asset # | NOT FOUND |
| 5. Condition of Assets | Unknown |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Kayla Allison |
| Transferring Dept. Contact Ph#: | 5129431349 |
| | |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Pat Erickson 9/1/2021 3:50 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

**Asset Status Change**

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 23-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | pentax optio Z10 |
| 1. Manufacturer ID #: | 4357249 BC#:02563 |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Unknown |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Olympus Imaging Corp |
| 2. Manufacturer ID #: | W59A08966 BC#: 02389 |
| 2. Oracle Asset #: | N/A |
| 2. Condition of Assets: | Unknown |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Canon Ivy |
| 3. Manufacturer ID #: | BC#: 05141 |
| 3. Oracle Asset #: | N/A |
| 3. Condition of Assets: | Unknown |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Bravo II Primera Disk Publisher |
| 4. Manufacturer ID #: | 2071101152 |
| 4. Oracle Asset #: | N/A |
| 4. Condition of Assets: | Unknown |
| 5. Quantity (Mandatory): | 4 |
| 5. Description | Jabra t5330 Wireless Office Headset |
| 5. Manufacturer ID # | Part#: 5317-408-105 |
| 5. Oracle Asset # | N/A |
| 5. Condition of Assets | Unknown |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Kayla Allison |
| | |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Transferring Dept. Contact Ph#: | 5129431349 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Pat Erickson 9/1/2021 3:56 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

**Asset Status Change**

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 23-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Setcom Broken Off SWAT Helmet |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Non-Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Setcom motors |
| 2. Manufacturer ID #: | s08029190 |
| 2. Oracle Asset #: | NOT FOUND |
| 2. Condition of Assets: | Non-Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Motors Radio Connector |
| 3. Oracle Asset #: | N/A |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 5 |
| 4. Description: | 3.0"x20 clip on tie |
| 4. Oracle Asset #: | N/A |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 3 |
| 5. Description | 3.0"x18 clip on tie |
| 5. Oracle Asset # | N/A |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Kayla Allison |
| Transferring Dept. Contact Ph#: | 5129431349 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Pat Erickson 9/2/2021 8:01 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 23-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Jabra GN100 Wireless Office Headset |
| 1. Manufacturer ID #: | 00YAEKB58 |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Unknown |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | LTI 20/20 Tru Speed Laser Technology |
| 2. Manufacturer ID #: | TS000880 BC#: 01993 |
| 2. Oracle Asset #: | 46990 |
| 2. Condition of Assets: | Unknown |
| 3. Quantity (Mandatory): | 3 |
| 3. Description: | DELL USB Mice |
| 3. Oracle Asset #: | N/A |
| 3. Condition of Assets: | Unknown |
| 4. Quantity (Mandatory): | 2 |
| 4. Description: | Wireless Dell Keyboard |
| 4. Oracle Asset #: | N/A |
| 4. Condition of Assets: | Unknown |
| 5. Quantity (Mandatory): | 2 |
| 5. Description | Wireless dell Mouse |
| 5. Oracle Asset # | N/A |
| 5. Condition of Assets | Unknown |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Kayla Allison |
| Transferring Dept. Contact Ph#: | 5129431349 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Pat Erickson 9/1/2021 4:12 PM |
| Transferring Dept. - Elected Offic./Dept. | ✗ |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Head/Auth Staff Signature | |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

**Asset Status Change**

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 23-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Sony Handycam Model: DCR-SX45 |
| 1. Manufacturer ID #: | 1288395 BC#: 03194 |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Dell Optiplex 7040 |
| 2. Manufacturer ID #: | G134DHS BC#: 11955 |
| 2. Oracle Asset #: | NOT FOUND |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Dell Optiplex 7020 |
| 3. Manufacturer ID #: | 7X9HD42 BC#:5750 |
| 3. Oracle Asset #: | 121307 |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Dell Optiplex 7070 |
| 4. Manufacturer ID #: | 6LNBB03 BC#:13396 |
| 4. Oracle Asset #: | NOT FOUND |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | Dell Optiplex 7050 |
| 5. Manufacturer ID # | 83SQBM2 Dell Optiplex13956 |
| 5. Oracle Asset # | NOT FOUND |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Kayla Allison |
| | |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Transferring Dept. Contact Ph#: | 5129431349 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Pat Erickson 9/2/2021 8:03 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

**Asset Status Change**

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 23-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Garrett Metal Detector Sper Scanner |
| 1. Manufacturer ID #: | 32079477 |
| 1. Oracle Asset #: | NOT FOUND |
| 1. Condition of Assets: | Unknown |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Innovera Imaging Supplies Dell Toner Cartridge |
| 2. Manufacturer ID #: | 5330DN |
| 2. Oracle Asset #: | N/A |
| 2. Condition of Assets: | Unknown |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Dell Laptop |
| 3. Manufacturer ID #: | 84GZN81 |
| 3. Oracle Asset #: | ALREADY RETIRED |
| 3. Condition of Assets: | Unknown |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | DELL Laptop with Soft Case and Power Cord |
| 4. Manufacturer ID #: | 526TXW1 BC#: 4690 |
| 4. Oracle Asset #: | NOT FOUND |
| 4. Condition of Assets: | Unknown |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | Dell S5840 Waste Bottle |
| 5. Oracle Asset # | N/A |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Kayla Allison |
| Transferring Dept. Contact Ph#: | 5129431349 |
| | |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Pat Erickson 9/1/2021 4:13 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

**Asset Status Change**

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 23-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Dell OPTIPLEX 7040 |
| 1. Manufacturer ID #: | D8K9ZG2 bc#: 3452 |
| 1. Oracle Asset #: | 178601 |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | DELL OPTIPLEX 7050 |
| 2. Manufacturer ID #: | D0W59MZ BC# 9689 |
| 2. Oracle Asset #: | 204717 |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | DELL OPTIPLEX 7040 5KN4382 |
| 3. Manufacturer ID #: | 5KN4382 BC#: 4669 |
| 3. Oracle Asset #: | 149342 |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | DELL MONITOR |
| 4. Manufacturer ID #: | CN-0668VC |
| 4. Oracle Asset #: | N/A |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | DELL 1250/1350/1355/C1760/C1765 TONER CARTRIDGE |
| 5. Oracle Asset # | N/A |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Kayla Allison |
| Transferring Dept. Contact Ph#: | 5129431349 |
| | |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Pat Erickson 9/2/2021 8:04 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

**Asset Status Change**

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 30-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Vehicle trackng with bag |
| 1. Manufacturer ID #: | aj2-0876 |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Non-Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | vehicle tracking pocket detector |
| 2. Manufacturer ID #: | BE7-11501 |
| 2. Oracle Asset #: | NOT FOUND |
| 2. Condition of Assets: | Non-Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Vehicle Tracking vehicle display |
| 3. Manufacturer ID #: | VD-2683 |
| 3. Oracle Asset #: | NOT FOUND |
| 3. Condition of Assets: | Non-Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Vehicle Tracking Saw Filter |
| 4. Manufacturer ID #: | TSF2-0039 |
| 4. Oracle Asset #: | NOT FOUND |
| 4. Condition of Assets: | Non-Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | Tint Meter |
| 5. Manufacturer ID # | 57492 |
| 5. Oracle Asset # | NOT FOUND |
| 5. Condition of Assets | Non-Working |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Kayla Allison |
| | |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Transferring Dept. Contact Ph#: | 5129431349 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Pat Erickson 9/1/2021 4:15 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

**Asset Status Change**

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 23-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | DELL 1250C/1350CNW/1355CN/1355CNW/C1760NW BLACK TONER CARTRIDGE |
| 1. Manufacturer ID #: | CT202046 |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 2 |
| 2. Description: | Logitech Wireless mice |
| 2. Oracle Asset #: | N/A |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Dell 5330DDN 20.000-Pages Black Toner Cartridge |
| 3. Manufacturer ID #: | 0NY313 |
| 3. Oracle Asset #: | N/A |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | EKG Battery |
| 4. Manufacturer ID #: | Lot# M35103 |
| 4. Oracle Asset #: | N/A |
| 4. Condition of Assets: | Unknown |
| 5. Quantity (Mandatory): | 2 |
| 5. Description | organizers |
| 5. Oracle Asset # | N/A |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Kayla Allison |
| Transferring Dept. Contact Ph#: | 5129431349 |
| Transferring Dept. - Elected Offic./Dept. | ✓ |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Head/AuthStaff Signature: | Pat Erickson 9/2/2021 8:04 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

**Asset Status Change**

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 30-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Dell Monitor |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Dell Optiplex 7040 |
| 2. Manufacturer ID #: | 2H6F182 BC: 1407 |
| 2. Oracle Asset #: | ALREADY RETIRED |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Dell Optiplex 7010 |
| 3. Manufacturer ID #: | DG8MCZ1 BC:4641 |
| 3. Oracle Asset #: | 77212 |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | USB Keyboard |
| 4. Oracle Asset #: | N/A |
| 4. Condition of Assets: | Working |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Kayla Allison |
| Transferring Dept. Contact Ph#: | 5129431349 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Pat Erickson 9/1/2021 4:14 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 23-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Counter Change Holder |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Bates Hummer 3 hole punch |
| 2. Oracle Asset #: | N/A |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Stanley Bostich Stapler |
| 3. Oracle Asset #: | N/A |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | PAID Stamp EXP: 2012 |
| 4. Oracle Asset #: | N/A |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | RECIEVED Stamp EXP: 2018 |
| 5. Oracle Asset # | N/A |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Kayla Allison |
| Transferring Dept. Contact Ph#: | 5129431349 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Pat Erickson 9/2/2021 7:53 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 23-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | 2000 Plus Micro Message Dater EXP: 2018 |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Tray Organizer |
| 2. Oracle Asset #: | N/A |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Mail Slot Organizer |
| 3. Oracle Asset #: | N/A |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 5 |
| 4. Description: | Universal White 2" 3 ring binder |
| 4. Oracle Asset #: | N/A |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | White 1" 3 ring binder |
| 5. Oracle Asset # | N/A |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Kayla Allison |
| Transferring Dept. Contact Ph#: | 5129431349 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Pat Erickson 9/2/2021 8:03 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 23-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Pelikan Valu-pac plus Sharp PA-3100 Series (5) correctable cartridges and (2) Lifttapes |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Sharp PA 300 Type Writter |
| 2. Manufacturer ID #: | 98039817K |
| 2. Oracle Asset #: | N/A |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 15 |
| 3. Description: | Tan Blauer Polo Shirts |
| 3. Oracle Asset #: | N/A |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Life Support Disposable Bag Masj Resuscitator with empty tank |
| 4. Oracle Asset #: | N/A |
| 4. Condition of Assets: | Unknown |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Kayla Allison |
| Transferring Dept. Contact Ph#: | 5129431349 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Pat Erickson 9/2/2021 8:00 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 23-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 5 |
| 1. Description: | Streamlight Stinger |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 3 |
| 2. Description: | Streamlight Ultra Stinger |
| 2. Oracle Asset #: | N/A |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Streamlight Stinger XTHP |
| 3. Oracle Asset #: | N/A |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 34 |
| 4. Description: | Streamlight 20X |
| 4. Oracle Asset #: | N/A |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | Green Z- Creeper Seat |
| 5. Manufacturer ID # | FS1903008210 |
| 5. Oracle Asset # | N/A |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Kayla Allison |
| Transferring Dept. Contact Ph#: | 5129431349 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Pat Erickson 9/2/2021 8:00 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 23-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Dell 33760dn Laser Color Printer |
| 1. Manufacturer ID #: | B6W6T1Z BC#:08096 |
| 1. Oracle Asset #: | NOT FOUND |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | HP Laserjet 4250/4350 Series |
| 2. Manufacturer ID #: | CNGXG51202 |
| 2. Oracle Asset #: | ALREADY RETIRED |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | HP Laserjet P4015N |
| 3. Manufacturer ID #: | CNDY147815 BC#:4403 |
| 3. Oracle Asset #: | NOT FOUND |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | HP Laserjet 4250n 4250/4350 series |
| 4. Manufacturer ID #: | CNRXJ92416 BC#:4404 |
| 4. Oracle Asset #: | NOT FOUND |
| 4. Condition of Assets: | Working |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Kayla Allison |
| Transferring Dept. Contact Ph#: | 5129431349 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Pat Erickson 9/2/2021 7:59 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 23-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Aleratec Disc Drive |
| 1. Manufacturer ID #: | RCI 481865 BC#:4821 |
| 1. Oracle Asset #: | NOT FOUND |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Sony multifunction DVD Recorder |
| 2. Manufacturer ID #: | 5398197 BC:03146 |
| 2. Oracle Asset #: | NOT FOUND |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Sharp EL-1801V Electronic Calculator |
| 3. Manufacturer ID #: | 3D192413 |
| 3. Oracle Asset #: | N/A |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Sharp EL-1801V Electronic Calculator |
| 4. Manufacturer ID #: | 3D192423 |
| 4. Oracle Asset #: | N/A |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | Sharp EL-1750v Electronic Calculator |
| 5. Manufacturer ID # | 5D019 |
| 5. Oracle Asset # | N/A |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Kayla Allison |
| | |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Transferring Dept. Contact Ph#: | 5129431349 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Pat Erickson 9/2/2021 7:58 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

**Asset Status Change**

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 23-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 15 |
| 1. Description: | Assorted Cords |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Diamond USB Dongle |
| 2. Manufacturer ID #: | DMM-FD 70310186 BC#: 03701 |
| 2. Oracle Asset #: | N/A |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 10 |
| 3. Description: | Radio Holders |
| 3. Oracle Asset #: | N/A |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 4 |
| 4. Description: | SAFARILAND PISTOL HOLDER |
| 4. Oracle Asset #: | N/A |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 6 |
| 5. Description | Streamlight Stinger Flashight |
| 5. Oracle Asset # | N/A |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Kayla Allison |
| Transferring Dept. Contact Ph#: | 5129431349 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Pat Erickson 9/2/2021 7:58 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

**Asset Status Change**

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 23-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Streamlight Stinger Flashlight |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Non-Working |
| 2. Quantity (Mandatory):: | 2 |
| 2. Description: | Taser Protect Life Taser CDDM Configuration Kit |
| 2. Oracle Asset #: | NOT FOUND |
| 2. Condition of Assets: | Unknown |
| 3. Quantity (Mandatory): | 2 |
| 3. Description: | Bo Hui Non-Contact Infrared Thermometer |
| 3. Oracle Asset #: | NOT FOUND |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Sony HDR-CX240 |
| 4. Manufacturer ID #: | 3291952 BC: 03848 |
| 4. Oracle Asset #: | NOT FOUND |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | Sony HDR-CX240 |
| 5. Manufacturer ID # | 3236259 |
| 5. Oracle Asset # | NOT FOUND |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Kayla Allison |
| Transferring Dept. Contact Ph#: | 5129431349 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Pat Erickson 9/2/2021 7:58 AM |
| Transferring Dept. - Elected Offic./Dept. | ✗ |

## Asset Status Change

# Asset Status Change

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|---|---|
| Head/Auth Staff Signature | |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

**Asset Status Change**

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 23-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 24 |
| 1. Description: | Handcuff Cases |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 2 |
| 2. Description: | Mag Holders |
| 2. Oracle Asset #: | N/A |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Sony Multifunction DVD Recorder |
| 3. Manufacturer ID #: | 5405733 BC:03148 |
| 3. Oracle Asset #: | NOT FOUND |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Canon ZR960 Kit |
| 4. Manufacturer ID #: | BC: 03361 |
| 4. Oracle Asset #: | NOT FOUND |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | memorex DVD Writer |
| 5. Manufacturer ID # | 1205650LE00309 |
| 5. Oracle Asset # | NOT FOUND |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Kayla Allison |
| Transferring Dept. Contact Ph#: | 5129431349 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Pat Erickson 9/2/2021 7:57 AM |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

**Asset Status Change**

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 26-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Sony Multifunction DVD Recorder |
| 1. Manufacturer ID #: | 5405733 BC: 03149 |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Memorex DVD Writer |
| 2. Manufacturer ID #: | 1204650LE04761 |
| 2. Oracle Asset #: | NOT FOUND |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Canon ZR960 camcorder Kit |
| 3. Manufacturer ID #: | BC: 03360 |
| 3. Oracle Asset #: | NOT FOUND |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Canon ZR960 camcorder Kit |
| 4. Manufacturer ID #: | BC: 03359 |
| 4. Oracle Asset #: | NOT FOUND |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | Flare Alert LED Lighting |
| 5. Oracle Asset # | N/A |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Kayla Allison |
| Transferring Dept. Contact Ph#: | 5129431349 |
| | |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Pat Erickson 9/2/2021 7:57 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

**Asset Status Change**

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 26-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Memorex DVD Writer |
| 1. Manufacturer ID #: | 1204650LE04757 BC: 03328 |
| 1. Oracle Asset #: | NOT FOUND |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Memorex DVD Writer |
| 2. Manufacturer ID #: | 1204650LE04773 BC:03330 |
| 2. Oracle Asset #: | NOT FOUND |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 3 |
| 3. Description: | Roxant Video Camera Stabilizer |
| 3. Oracle Asset #: | N/A |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Motorola Kit |
| 4. Manufacturer ID #: | BC:03070 |
| 4. Oracle Asset #: | N/A |
| 4. Condition of Assets: | Unknown |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | Dell Monitor |
| 5. Manufacturer ID # | CN-0668VC-QDC00-7BK-211l-a02 |
| 5. Oracle Asset # | N/A |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Kayla Allison |
| Transferring Dept. Contact Ph#: | 5129431349 |
| | |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Pat Erickson 9/2/2021 7:56 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

**Asset Status Change**

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 26-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Dell Monitor |
| 1. Manufacturer ID #: | CN-0668VC-0DC007BK-41RI-A02 |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Dell Monitor |
| 2. Manufacturer ID #: | CN-0V7JP5-QDC00-94F-97NL-A03 |
| 2. Oracle Asset #: | N/A |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | DELL Optiplex 7060 |
| 3. Manufacturer ID #: | BQZ77X2 BC: 11878 |
| 3. Oracle Asset #: | 226087 |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Dell Optiplex 7050 |
| 4. Manufacturer ID #: | 83HMBMZ BC:4081 |
| 4. Oracle Asset #: | 204751 |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | Dell Optiplex 7050 |
| 5. Manufacturer ID # | 83PQBMZ BC:4077 |
| 5. Oracle Asset # | 204747 |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Kayla Allison |
| | |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Transferring Dept. Contact Ph#: | 5129431349 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Pat Erickson 9/2/2021 7:56 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

**Asset Status Change**

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 26-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Dell Optiplex 7050 |
| 1. Manufacturer ID #: | 83WPBMZ BC:4697 |
| 1. Oracle Asset #: | 204734 |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Dell Optiplex 7010 |
| 2. Manufacturer ID #: | 3CTM7Y1 BC: 4687 |
| 2. Oracle Asset #: | NOT FOUND |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Polycom Soundstation |
| 3. Manufacturer ID #: | 40H11vc10375 |
| 3. Oracle Asset #: | NOT FOUND |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 4 |
| 4. Description: | USB Dell Mouse |
| 4. Oracle Asset #: | N/A |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 4 |
| 5. Description | USB Dell Keyboard |
| 5. Oracle Asset # | N/A |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Kayla Allison |
| Transferring Dept. Contact Ph#: | 5129431349 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Pat Erickson 9/2/2021 7:55 AM |

## Asset Status Change

# Asset Status Change

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|---|---|
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

**Asset Status Change**

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 26-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Dell Optiplex 7050 |
| 1. Manufacturer ID #: | 834QBMZ BC: 9762 |
| 1. Oracle Asset #: | 204732 |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Dell Optiplex 7060 |
| 2. Manufacturer ID #: | BR797XZ BC:11959 |
| 2. Oracle Asset #: | 226106 |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Uncle Mikes Chest Holster |
| 3. Oracle Asset #: | N/A |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Belt with keeper |
| 4. Oracle Asset #: | N/A |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 4 |
| 5. Description | Assorted duty Gear |
| 5. Oracle Asset # | N/A |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Kayla Allison |
| Transferring Dept. Contact Ph#: | 5129431349 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Pat Erickson 9/2/2021 7:55 AM |
| Transferring Dept. - Elected Offic./Dept. | ✗ |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Head/Auth Staff Signature | |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 27-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Baton Holder |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Garmin Charger for the car |
| 2. Oracle Asset #: | N/A |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Griffin AUX |
| 3. Oracle Asset #: | N/A |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 2 |
| 4. Description: | Belt keeper |
| 4. Oracle Asset #: | N/A |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | Tactical keyring holder |
| 5. Oracle Asset # | N/A |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Kayla Allison |
| Transferring Dept. Contact Ph#: | 5129431349 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Pat Erickson 9/2/2021 7:54 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 27-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Stinger Flashlight Charger |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Surfire Riffle Flashlight |
| 2. Oracle Asset #: | N/A |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 3 |
| 3. Description: | Assorted Mounting Hardware |
| 3. Oracle Asset #: | N/A |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Large Deep Sea Wet Suit |
| 4. Oracle Asset #: | N/A |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | Amerex Model 860 |
| 5. Oracle Asset # | N/A |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Kayla Allison |
| Transferring Dept. Contact Ph#: | 5129431349 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Pat Erickson 9/2/2021 7:59 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|kayla.allison@wilco.org - 23-08-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Canon Selphy CP800 |
| 1. Manufacturer ID #: | CD1085 |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Unknown |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Canon CA-CP200 with Compact Power Cord |
| 2. Oracle Asset #: | N/A |
| 2. Condition of Assets: | Unknown |
| 3. Quantity (Mandatory): | 10 |
| 3. Description: | Canon Photo Paper |
| 3. Oracle Asset #: | N/A |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | HP DeskJet C6900 Series with Power Cord |
| 4. Manufacturer ID #: | C8970A-002 |
| 4. Oracle Asset #: | N/A |
| 4. Condition of Assets: | Unknown |
| 5. Quantity (Mandatory): | 2 |
| 5. Description | Harmon/ Kardon Desk top Speakers |
| 5. Manufacturer ID # | HIP-HB |
| 5. Oracle Asset # | N/A |
| 5. Condition of Assets | Unknown |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Kayla Allison |
| Transferring Dept. Contact Ph#: | 5129431349 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Pat Erickson 9/1/2021 4:13 PM |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

**Asset Status Change**

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|starlahall@wilco.org - 13-09-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Rectangle shape Conference Table |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 2 |
| 2. Description: | Brown Fold down tables |
| 2. Condition of Assets: | Non-Working |
| 3. Quantity (Mandatory): | 10 |
| 3. Description: | Red Plastic Chairs |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 6 |
| 4. Description: | Office Chairs |
| 4. Condition of Assets: | Non-Working |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Starla Hall |
| Transferring Dept. Contact Ph#: | 512-943-5270 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ James D. Carmona 9/13/2021 3:11 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

## Asset Status Change

**Commissioners Court - Regular Session** **5.**

**Meeting Date:** 10/05/2021

Assets for Destruction Monthly Report 10.5.21

**Submitted For:** Joy Simonton **Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Tx. Local Gov't Code 263.152, for the period of 09/01/2021 through 09/30/2021.

### Background

Please see the attached list for details.

## Fiscal Impact

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

## Attachments

Assets for Destruction Monthly Report 9.30.21

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 09/30/2021 05:58 AM |
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 08:23 AM |
| Form Started By: Mary Watson | | Started On: 09/21/2021 12:01 PM |
| Final Approval Date: 09/30/2021 | | |

"September 2021 Monthly Report **Court Date:** 10/5/2021

## Williamson County - Assets for Destruction

**Agenda #:** 27623

| Item | Serial Number | Quantity | Department |
|---|---|---|---|
| Mossbert 12 Gauge 500A pump Shotgun | j440671 | 1 | Constable 1 |
| Calore Low Profile Heater Model #6305 | 7019838 | 1 | Parks |

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|patrick.youngren@wilco.org - 21-09-2021 |
| Disposal Method: | DESTRUCTION due to Public Health/Safety or no apparent value |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Mossberg 12 Guage 500A pump Shotgun |
| 1. Manufacturer ID #: | S/N j440671 |
| 1. Condition of Assets: | Non-Working |
| Transferring Dept.: | Constables 1 |
| Transferring Dept. Contact Person | Patrick Youngren |
| Transferring Dept. Contact Ph#: | 5122448650 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Patrick Youngren 9/21/2021 1:20 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Destruction |
| Court Date: | 10/5/2021 |
| Agenda Item: | 27623 |

## Asset Status Change

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|mpettigrew@wilco.org - 14-09-2021 |
| Disposal Method: | DESTRUCTION due to Public Health/Safety or no apparent value |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Calore Low Profile Heater. Model#63005 |
| 1. Manufacturer ID #: | Serial#7019838. UPC#082392630058. |
| 1. Condition of Assets: | Non-Working |
| Transferring Dept.: | Parks |
| Transferring Dept. Contact Person | Mark Pettigrew |
| Transferring Dept. Contact Ph#: | 5129665000 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Keith Geer 9/21/2021 11:25 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Destruction |
| Court Date: | 10/5/2021 |
| Agenda Item: | 27623 |

**Asset Status Change**

**Commissioners Court - Regular Session** **6.**

**Meeting Date:** 10/05/2021

Assets for Trade-In Monthly Report 10.5.21

**Submitted For:** Joy Simonton **Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Trade-In, pursuant to Tx. Local Gov't Code 263.152, for the period of 09/01/2021 through 09/30/2021.

### Background

Please see the attached list for details.

## Fiscal Impact

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

## Attachments

Assets for Trade-In Monthly Report 9.30.21

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 09/30/2021 05:58 AM |
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 08:24 AM |
| Form Started By: Mary Watson | | Started On: 09/21/2021 12:02 PM |
| Final Approval Date: 09/30/2021 | | |

"September 2021 Monthly Report **Court Date:** 10/5/2021

## Williamson County - Assets for Trade-In

**Agenda #:** 27624

| Item | Serial Number | Quantity | Department |
|---|---|---|---|
| DJI Mavic UAV 2 | 08Q3G8S001V049 | 1 | Sheriff's Office |
| DJI Mavic UAV 2 | 08Q3J3E001J16 | 1 | Sheriff's Office |

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|julie.kraft@wilco.org - 15-09-2021 |
| Disposal Method: | TRADE-IN for new assets of similar type for the county |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | DJI Mavic UAV 2 |
| 1. Manufacturer ID #: | 08Q3G8S001V049 |
| 1. Condition of Assets: | Non-Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | DJI Mavic UAV 2 |
| 2. Manufacturer ID #: | 08Q3J3E001J16 |
| 2. Condition of Assets: | Working |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Scott Mount |
| Transferring Dept. Contact Ph#: | 512-864-8220 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Julie Kraft 9/15/2021 2:21 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Trade-in |
| Court Date: | 10/5/2021 |

## Asset Status Change

**Commissioners Court - Regular Session** **7.**

**Meeting Date:** 10/05/2021

V/E Assets for Transfer 10.5.21

**Submitted For:** Joy Simonton **Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Transfer including One (1) Ford F250 Vin #0444, pursuant to Tx. Local Gov't Code 263.152.

### Background

Please see the attached list for details.

## Fiscal Impact

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

## Attachments

Ford F250 Transfer from Fleet to Adult Probation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 09/30/2021 05:58 AM |
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 08:24 AM |
| Form Started By: Mary Watson | | Started On: 09/21/2021 12:04 PM |
| Final Approval Date: 09/30/2021 | | |

# Vehicle Status Change

| | |
|---|---|
| Reason for Status Change | TRANSFER (complete Receiving Department section) |
| Department | 882 - Fleet Services |
| County VIN/Serial Number | 1FT7W2A65BEB90444 |
| Equipment/Door Number | ZB1127 |
| License Plate | 1110227 |
| Year | 2011 |
| Make | Ford |
| Model | F250 Club Cab |
| Comments (mileage, mechanical issues, other info) | Transfer from Auction to Adult Probation |
| Elected Official/Department Head/Authorized Staff Digital Signature2 | ✔ Kevin Teller 9/28/2021 10:45 AM |
| | |
| Receiving Department | 572 - Community Supervision/Corrections |
| Receiving Department Signature2 | ✔ Jameson Pennington 9/28/2021 11:15 AM |
| | |
| Method of Status change: This vehicle is to be considered for: (select one) | Transfer |
| Fleet Comments | Transfer from Auction to Adult Probation |
| Authorized Fleet Staff Digital Signature | ✔ Kevin Teller 9/28/2021 11:38 AM |
| | |
| The listed vehicle was involved in an accident. No pending litigation has been confirmed. | N/A |
| Authorizing HR Employee Digital Signature | ✔ Malea Schmitt 9/29/2021 9:44 AM |
| | |
| Title Approved for (Audit) | No change needed; current title is still valid |
| Auditor's Authorized Employee Digital Signature | ✔ Julie Kiley 9/28/2021 4:57 PM |
| | |
| Purchasing Department Signature Acknowledgement | ✔ Mary Watson 9/29/2021 9:51 AM |

**Commissioners Court - Regular Session** **8.**

**Meeting Date:** 10/05/2021

Capital Asset for Auction Sheriff's Department

**Submitted For:** Joy Simonton **Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county equipment assets through Auction including One (1) Mini Z Backscatter X-Ray Inspection System (valued greater than $5,000.00), pursuant to Tx. Local Gov't Code 263.152.

### Background

Please see the attached for list for details.

## Fiscal Impact

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

## Attachments

Capital Asset for Auction Sheriff's Office

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 09/30/2021 10:21 AM |
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 10:35 AM |
| Form Started By: Mary Watson | | Started On: 09/27/2021 03:16 PM |
| Final Approval Date: 09/30/2021 | | |

# Asset Status Change

| | |
|---|---|
| Title: | i:0#.f\|membership\|julie.kraft@wilco.org - 24-09-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Capital Asset (greater than $5000) |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Mini Z Backscatter X-Ray inspection system |
| 1. Manufacturer ID #: | S/N MINIZ-1030 / Asset 151333 / Tag 04056 |
| 1. Oracle Asset #: | 151333 |
| 1. Condition of Assets: | Unknown |
| Transferring Dept.: | SO Forfeitures |
| Transferring Dept. Contact Person | Scott Mount |
| Transferring Dept. Contact Ph#: | 512-864-8220 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Julie Kraft 9/24/2021 12:28 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 10/5/2021 |

## Asset Status Change

**Commissioners Court - Regular Session** **9.**

**Meeting Date:** 10/05/2021

Property Tax Refunds – Over 2500 – Thru 09/24/2021

**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 09/24/2021 for the Williamson County Tax Assessor/Collector.

### Background

## Fiscal Impact

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

## Attachments

081221-092421 Refunds Over 2500 agenda

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 09/24/2021 03:02 PM |
| Form Started By: Renee Clark | | Started On: 09/24/2021 12:11 PM |
| Final Approval Date: 09/24/2021 | | |

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Date: September 24, 2021

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

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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**

Annex Locations:

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

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

# Property Tax
# Account QuickReport
## As of September 24, 2021

| Type | Date | Num | Name | Memo | Amount |
|---|---|---|---|---|---|
| **Refunds Payable - Taxpayers** | | | | | |
| Check | 09/21/2021 | 81872 | CRESCENT HOUSE | P477698 - Overpayment | -14,090.17 |
| Total Refunds Payable - Taxpayers | | | | | -14,090.17 |
| **TOTAL** | | | | | **-14,090.17** |

**Commissioners Court - Regular Session** **11.**

**Meeting Date:** 10/05/2021

CLEAR Proflex

**Submitted For:** Bill Gravell **Submitted By:** Andrea Schiele, County Judge

**Department:** County Judge

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action to approve a supplemental agreement with Thomas Reuters covering a new 36-month term and for CLEAR Proflex research products for various county offices (related agreement previously approved on 8/31/21 under agenda #20).

### Background

## Fiscal Impact

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

## Attachments

Clear Contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. (Originator) | Becky Pruitt | 09/30/2021 11:00 AM |
| Form Started By: Andrea Schiele | | Started On: 09/30/2021 10:21 AM |
| Final Approval Date: 09/30/2021 | | |

**WEST ORDER FORM –ProFlex**
**for CLEAR Subscribers**
610 Opperman Drive, P.O. Box 64833
St. Paul, MN 55164-1803
Tel: 651/687-8000

THOMSON REUTERS™

***REQUIRED***

***Check West account status below as applicable:*** Rep Name & Number _____

**New** ____ (NACI Form attached)

**Existing with no changes** ____ **Existing with changes** ____ (Permanent name change must attach a Customer Name Change Form)

Does Subscriber have an existing West account?

☐ Yes If yes, please provide West account number _____

☐ No

Acct # [redacted] Quote # _____ PO # _____ Date _____

Name/Subscriber WILLIAMSON COUNTY DISTRICT ATTORNEY Bill To Acct # _____

Order Confirmation Contact Name Andrea Schiele

E-Mail aschiele@wilco.org

CLEAR Contact Name (for delivery of Registration Keys. Individual users will also receive their Registration Keys if their e-mail addresses are provided) Rebecca Pruitt

E-Mail becky.pruitt@wilco.org Telephone _____

CLEAR Primary Account Contact Name (general business contact) Andrea Schiele

E-Mail aschiele@wilco.org Telephone (512)943-1577

MSA Jurisdiction _____ Contract # _____ Option # _____

***IF NEEDED***

**Permanent Address Change** ____ **One-Time Ship To** ____ **Additional Ship To** ____ **Additional Bill To** ____

Name _____ Attn: _____

Address _____ Suite/Floor _____

City _____ State ____ County _____ Zip _____

**CLEAR ProFlex Fixed Rate**

| Full Svc # | CLEAR ProFlex Products | # of Users | Monthly Rate | Other | Total Monthly Charges |
|---|---|---|---|---|---|
| [redacted] | **CLEAR ProFlex** | 20 | 20 | 20 | $2,404.00 |
| | | | | | |

**Notes:**

**Total Monthly Charges $** $2,404.00

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the following 12 complete calendar months ("Minimum Term"). Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are charges for accessing CLEAR services data that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

If you are a corporation accessing CLEAR Services on your own behalf and on behalf of any government agency or entity, you must sign separate agreements for each use case and be credentialed separately for each use case. If you have an existing Per User CLEAR license and are using this Order Form to add additional users, the Minimum Term in your underlying Order Form will apply.

If the transactional value of your CLEAR usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If you elect to terminate any of your ProFlex Products and/or locations during your subscription terms, the Total Monthly Charges will not be adjusted.

We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

**Initial below for a longer Minimum Term.**

_____**24 month Minimum Term**. Monthly Charges for the second 12 months will be _____% over the first 12 months.

_____**36 month Minimum Term**. Monthly Charges for the second 12 months will be 3.00 % over the first 12 months; Monthly Charges for the third 12 months will be 3.00 % over the second 12 months.

When your Minimum Term terminates, the following will apply.

**Post Minimum Term for Government Subscribers.** At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

**Automatic Renewal Term for Non-Government Subscribers Only.** Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

The ProFlex Addendum/Attachment includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments include the list of your personnel to whom passwords are to be issued and other data applicable to your order.

## Enterprise Law Enforcement Subscribers

You certify that you have up to _____ sworn officers in your employ at the location identified above and all locations listed on the ProFlex Addendum/Attachment. Our pricing is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time during the term, we reserve the right to increase your charges as applicable.

## CLEAR ProFlex Batch Transactional

| Full Svc # | CLEAR ProFlex Batch Products | # of Users | Other |
|---|---|---|---|
| | CLEAR ProFlex Batch | | |

**Notes:**

Access to CLEAR Batch Transactional begins on the date we process your order and continues for 12 complete calendar months. You may select a longer Minimum Term by initialing below. CLEAR Batch Transactional charges are assessed when you access CLEAR Batch. To apply CLEAR Batch charges to a specific month, the batch request must be submitted at least five (5) business days prior to the end of the month. Transactional charges are calculated based upon our then current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

**Initial below for a longer Minimum Term.**

____ **24 Month Minimum Term**.

____ **36 month Minimum Term.**

When your Minimum Term terminates, the following will apply.

**Automatic Renewal Term.** Your subscription will automatically renew at the end of its Minimum Term. Schedule A rates may change after at least 30 days written or online notice. Either of us may cancel the renewal in writing at least 60 days before a renewal period starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

The ProFlex Addendum includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments (PF743.dot) include the list of your personnel to whom passwords are to be issued and other data applicable to your order.

| Office Use Only |
|---|
| **OF instruct: Enter a discount of 100% - in the Condition Group 1 field on Additional Data A tab.** |

## CLEAR ProFlex Window

| Full Svc # | CLEAR ProFlex Window Product | # of Users | List | Other | Monthly Charges | Monthly Window |
|---|---|---|---|---|---|---|
| [redacted] | CLEAR ProFlex Window | | | | | |

**Notes:**

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the following 12 complete calendar months ("Minimum Term"). Monthly Charges are due regardless of the level of your usage. CLEAR transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges, you are responsible for CLEAR transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then current Schedule A rate. You are also responsible for all Excluded Charges. Schedule A rates may change upon at least 30 days written or online notice.

If you are a corporation accessing CLEAR Services on your own behalf and on behalf of any government agency or entity, you must sign separate agreements for each use case and be credentialed separately for each use case.

**Initial below for a longer Minimum Term.**

_____**24 month Minimum Term**. Monthly Charges for the second 12 months will be _____% over the first 12 months.

_____**36 month Minimum Term**. Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

When your Minimum Term terminates, the following will apply.

**Post Minimum Term for Government Subscribers.** At the end of the Minimum Term, your Monthly Charges and Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the after the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

**Automatic Renewal Term for Non-Government Subscribers Only.** Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"). Your Monthly Charges and Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

The ProFlex Addendum/Attachment includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments include the list of your personnel to whom passwords are to be issued and other data applicable to your order.

**Subscriber Certification Section**
**Required for all accounts that interact with, manage or house inmates or detainees.**

**Subscriber Certifications must be completed for every order, including renewals.**

By initialing below, Subscriber certifies its understanding and acceptance of the security limits of CLEAR and responsibility for controlling product, Internet and network access:

_____ **Subscriber's Initials**. Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is Subscriber's responsibility to control access to the Internet.

_____ **Subscriber's Initials.** Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL. Subscriber will design, configure and implement its own security configuration.

_____ **Subscriber's Initials.** Subscriber will not use any Data nor distribute any Data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

_____ **Subscriber's Initials.** Subscriber will only access CLEAR for administrative or internal business purposes. All use will fully comply with the following restrictions:

- In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to CLEAR or CLEAR data.
- Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee access.
- No access shall be outsourced or otherwise provided to third parties.
- Subscriber is solely responsible for ensuring that sensitive information is not made available beyond its stated permissible use.

**IP Address Section**
**Only External IP Address(es) or Range(s) Must Be Provided**

**Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements must be provided for all CLEAR orders:**

- **IP Addresses assigned to jurisdictions outside the United States or West approved U.S. Territories are prohibited.**
- **IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0- 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255.**
- **All IP addresses must be IPv4 addresses.**

***Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Subscriber***

**Subscriber's Internet Service Provider Name** _____

**Provide IP Address(es) or IP Address Range(s) below**

REQUIRED

Additional page(s) may be attached if needed

**Beginning IP Address** _____ **Ending IP Address** _____

**Beginning IP Address** _____ **Ending IP Address** _____

**Beginning IP Address** _____ **Ending IP Address** _____

**Beginning IP Address** _____ **Ending IP Address** _____

CLEAR Subscribers may receive roaming access to CLEAR by default. Roaming access permits use outside your designated IP Address/Range. We may, at our option, block roaming access.

_____ **Initial here** if you would like us to block roaming access.

**If you do not know your company's external IP address(s), try the following:**

1. Contact your network administration, firewall or security team
2. Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.)
3. Go to the following URL in your browser: https://signon.thomsonreuters.com/aboutme or http://www.whatismyip.com to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)

IF APPLICABLE

**Technical Contact for CLEAR Products (if applicable) (Contact for IP Address Issues)**

Name (please print) _____

Telephone _____

E-Mail _____

**CLEAR My Account Administrators and Authorized QuickView+ User**

**My Account** is provided as a service to you for user management, general account information and granting access to other My Account users. Identify which person you would like as your My Account Administrator:

Last Name _____ First Name _____ E-Mail _____
(Required)

***QuickView+*** is provided as a service to you for estimating your charges. Actual charges billed may vary from Quickview+ due to discounts you receive or other charges, such as taxes. https://www.quickview.com Identify which password holder you would like to have Quickview+ access:

Last Name _____ First Name _____ E-mail _____

**CLEAR ProFlex Fixed Rate Renewals**

**Subscriber Certification section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.**

| Sub Matl # | CLEAR ProFlex Products | Current Monthly Charges* |
|---|---|---|
| | | |

* I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing services that are not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

If the transactional value of your CLEAR usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

**Initial below for Renewal Term.**

_____**12 month Renewal Term.** Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term.

_____**24 month Renewal Term.** Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____% over the first 12 months.

_____**36 month Renewal Term.** Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

**Post Renewal Term for Government Subscribers.** At the end of the Renewal Term, and your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Renewal Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

**Automatic Renewal Term for Non-Government Subscribers Only.** Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

**CLEAR ProFlex Window Renewals**

**Subscriber Certification Section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.**

| Sub Matl # | CLEAR Products | Current Monthly Charges* |
|---|---|---|
| 20 | 20 | 20 |
| | | |

**Notes**

* I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before this Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges are due regardless of the level of your usage. The Monthly Window will remain unchanged. CLEAR transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. You are responsible for CLEAR transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rate. You are also responsible for all Excluded Charges. Schedule A rates may change upon at least 30 days written or online notice.

To apply CLEAR charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

**Initial below for Renewal Term.**

_____**12 month Renewal Term.** Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term.

_____**24 month Renewal Term.** Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____% over the first 12 months.

_____**36 month Renewal Term.** Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

**Post Renewal Term for Government Subscribers.** At the end of the Renewal Term, your Monthly Charges and Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the after the Post-Renewal Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

**Automatic Renewal Term for Non-Government Subscribers Only.** Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length. Your Monthly Charges and Monthly Window will remain unchanged. and include a 0% price increase. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

| CLEAR Products to be Lapsed | | |
|---|---|---|

| Sub Matl # | Product(s) Description | Account #/Location |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

| Miscellaneous | | |
|---|---|---|

1. **Charges, Payments & Taxes**. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you will pay our collection costs including attorneys' fees.

2. **Settling a Disputed Balance.** Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

3. **Credit Verification**. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

4. **Excluded Charges.** If you access CLEAR services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf. Excluded Charges may change after at least 30 days written or online notice.

5. **Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card or debit and electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing, as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

6. **Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

7. **Applicable Law**. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

8. **Thomson Reuters General Terms and Conditions**, are located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf and apply to all products ordered, purchased or licensed on this Order Form except print. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

9. **Regulated Data.** Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

10**. CLEAR Subscribers via an Integrator.** In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in paragraph 8 above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

**ACKNOWLEDGMENT**

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

**Printed Name** Bill Gravell Jr.

**Title** Williamson County Judge

**Date** October 5, 2021

**Signature** **X** _____

**For Credit Card Transactions only:** **Visa** _____ **Master Card** _____ **Am Ex** _____

**Card #** _____ **Expir. Date** _____ **Total Amt. to Charge for this Order** _____

Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.

# West/CLEAR PROFLEX Attachment

THOMSON REUTERS

**Locations**

| Account # | Name | Address | City, State Zip | Allocation |
|---|---|---|---|---|
| [redacted] | WILLIAMSON COUNTY DISTRICT ATTORNEY PROFLEX LOCATION | 405 MARTIN LUTHER KING ST STE 1 | GEORGETOWN, Texas 78626 | 17.6500 |
| [redacted] | WILLIAMSON COUNTY JUDGE | 710 S MAIN ST STE 101 | GEORGETOWN, Texas 78626 | 5.8800 |
| [redacted] | WILLIAMSON CTY JUSTICE OF THE PEACE PRECINCT 1 | 1801 E OLD SETTLERS BLVD STE 100 | ROUND ROCK, Texas 78664 | 47.0600 |
| [redacted] | WILLIAMSON COUNTY CONSTABLES PRECINCT 4 | 412 VANCE ST STE 3 | TAYLOR, Texas 76574 | 29.4100 |

*** denotes primary location

**West PROFLEX Products and Components**

| Service Number | Product Name | Quantity | User Type |
|---|---|---|---|
| [redacted] | CLEAR for Government Fraud | 20 | Clear User |

**Total Monthly Charge: $2,404.00**

**Lapsed Online/CD by Location**

| Account # | Service Number | Product Name |
|---|---|---|
| [redacted] | [redacted] | CLEAR Proflex |
| [redacted] | [redacted] | CLEAR for Government Fraud |

**Billing Method**

Decentralized Billing by Customer Defined Allocation

Each participating account location with the subscriber firm/organization will receive a monthly invoice and usage report. Each location identified per the West PROFLEX Addendum will be invoiced based on a percentage allocation of the monthly rate assigned per the allocation indicated below.

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**Commissioners Court - Regular Session** **12.**

**Meeting Date:** 10/05/2021

TSL Contract Amendment

**Submitted For:** Nancy Rister **Submitted By:** Nancy Rister, County Clerk

**Department:** County Clerk

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, approve and take appropriate action on an amendment with the Tx State Library Contract for 2020-2021.

### Background

## Fiscal Impact

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

## Attachments

Amendment to TSL contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 09/23/2021 12:56 PM |
| Form Started By: Nancy Rister | | Started On: 09/23/2021 11:52 AM |
| Final Approval Date: 09/23/2021 | | |

# Contract Amendment #1
# Storage Services for Fiscal Year 2021

Texas State Library and Archives Commission
State and Local Records Management Division

THE STATE OF TEXAS – COUNTY OF TRAVIS

TSLAC Contract Number: 6-21-1246.01
WillCo Contract or Purchase Order Number: Not Provided

The contract and agreement entered into by and between the Texas State Library and Archives Commission and Williamson County Clerk, is hereby amended for the period ending August 31, 2021. It is mutually understood and agreed by and between the undersigned contracting parties of the above numbered InterAgency Contract to amend said contract as follows:

This amendment will change the total amount of the contract from $98,400.00 to $112,253.98, an increase of $13,852.98, to cover Imaging costs incurred before August 31, 2021.

This amendment will not extend the expiration date of the contract.

In all other respects, the Contract is reaffirmed.

The undersigned parties bind themselves to the faithful performance of this contract. It is mutually understood that this contract shall not become effective until signed by both parties below.

RECEIVING AGENCY
Williamson County Clerk

By: _____ Date: _____
Bill Gravell, County Judge

PERFORMING AGENCY
Texas State Library and Archives Commission

By: _____ Date: _____
Donna Osborne, Chief Operations and Fiscal Officer

GENERAL INSTRUCTIONS
The Receiving Agency must sign the amendment and return via email to ar@tsl.texas.

**Commissioners Court - Regular Session** **13.**

**Meeting Date:** 10/05/2021

County Court at Law #2 SHARP Electronics Agreement

**Submitted For:** Joy Simonton **Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on approving the lease between Williamson County and SHARP Electronics Corp. for one (1) copy machine in the amount of $74.89 per month for sixty (60) months, pursuant to DIR contract #DIR-CPO-4433.

### Background

Approval of this lease will support the operations of the Williamson County Court at Law #2 located at 405 Martin Luther King Jr. Street, Suite 295, Georgetown, TX 78626. The current copy machine lease expires on September 30, 2021. The proposed lease through SHARP Electronics is for a term of 60 months effective October 1, 2021, and includes one (1) copy machine at a monthly rate of $74.89. (Including 2000 copies/prints per month, delivery, installation, training, parts, labor and toner, overages will be billed at $0.0075 each). Department contact is Kevin Kracht. This expenditure will be charged to 01.0100.0427.004621.

## Fiscal Impact

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

## Attachments

CC Law #2 Sharp Agreement 10.1.21

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 09/30/2021 05:59 AM |
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 08:25 AM |
| Form Started By: Mary Watson | | Started On: 09/24/2021 08:43 AM |
| Final Approval Date: 09/30/2021 | | |

# SHARP
# STATE OF TEXAS DIR-CPO-4433 QUOTE

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

**Date: 02/09/21**

| **Customer Name/Invoice Address:** | **Delivery Address:** |
|---|---|
| **Williamson County** | **Williamson County** |
| **County Court at Law #2** | **County Court at Law #2** |
| **405 M.L.K. Street** | **405 M.L.K. Street** |
| **Georgetown, TX 78626** | **Georgetown, TX 78626** |

| | | | |
|---|---|---|---|
| **Contact Name** | Kevin Kracht | **Phone:** | 512.943.1410 |
| | | **E-Mail:** | |
| **Sharp Business Systems, M.D. Leonard** | | **Quoting Dealer:** | Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL** |
| **Dealer Authorized Signature** MDeonard 02/09/21 | | **Installing Dealer:** | Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL** |

| Item | Description | | | Unit Price / Mo. |
|---|---|---|---|---|
| 1 | Sharp MX-M3551; 35 ppm Networked Digital Copier<br>w/ 100 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawers<br><br>MX-DE25N; Stand w/ (1) X 550 Sheet Paper Drawer<br>**(Total of 2 Paper Drawers plus Bypass Tray)**<br><br>MX-TU16<br><br>INCLUDES: 2,000 Copies/mo.; 2,001+ @ $0.0075 ea.<br>Delivery, Installation, Training,<br>Parts, Labor, and Toner. | | | $74.89 |
| | **State of Texas DIR 60 Month Lease** | | **Monthly Total** | **$74.89** |

P.O. Number: _____

# SAMPLE PO

Date: _____

Vendor:
SHARP ELECTRONICS CORP
C/O SHARP BUSINESS SYSTEMS
100 PARAGON DR BOX Q
MONTVALE, NJ 07645

Requested By: Kracht, Kevin J
512-943-1410

Ship to:
Williamson County
Court at Law #2
WC Courthouse Annex
405 MLK - BOX 4
Georgetown, TX 78626

Bill to:
Williamson County
Court at Law #2
WC Courthouse Annex
405 MLK - BOX 4
Georgetown, TX 78626

| Description | Price | Per | Amount |
|---|---|---|---|
| SHARP MX-M3551; MX-DE25N; MX-TU16;<br>$74.89 per mo.; OCT2021-SEP2022<br>INCLUDES 2,000 COPIES PER MO.;<br>OVERAGES @ $0.0075 EA.<br>DIR-CPO-4433, 60 MONTH LEASE | 74.89 | 12 Each | 898.68 |

Total 898.68

Authorized By:

**Commissioners Court - Regular Session** **14.**

**Meeting Date:** 10/05/2021

Vehicle Reimbursement Agreement for Circuit of the Americas for Constable Pct. 1

**Submitted By:** Patrick Youngren, Constable Pct. #1

**Department:** Constable Pct. #1

**Agenda Category:** Consent

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## Information

### Agenda Item

Discuss, consider and take appropriate action on receiving and authorizing the law enforcement off-duty work vehicle reimbursement agreement between Williamson County and Circuit of The Americas, LLC.

### Background

This agreement gives permission for COTA to contract Williamson County Constable Pct. 1 Deputies in a private capacity (with the reimbursed use of a county vehicle).

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## Fiscal Impact

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

## Attachments

Constable_Pct1_VRI_NGO_COTA

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 10:41 AM |
| Form Started By: Patrick Youngren | | Started On: 09/30/2021 10:23 AM |
| Final Approval Date: 09/30/2021 | | |

| | | |
|---|---|---|
| **STATE OF TEXAS** | § | **VEHICLE REIMBURSEMENT** |
| | § | **AGREEMENT WITH** |
| | § | **NON-GOVERNMENTAL** |
| | § | **ORGANIZATION** |
| | § | **REGARDING OFF-DUTY** |
| **COUNTY OF WILLIAMSON** | § | **CONTRACTING OF COUNTY DEPUTIES** |

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the OCTOBER 5, 20 21 and shall terminate on DECEMBER 31, 2021. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

| | |
|---|---|
| **LEA**: | At the address set forth on signature page below. |
| COUNTY: | Williamson County Auditor's Office<br>Attn: Finance Director<br>710 Main Street, Suite 301<br>Georgetown, Texas 78626 |

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

[1] It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**NON-GOVERNMENTAL ORGANIZATION:**

Name of Organization: Circuit of The Americas, LLC

Signature: David V Eggnolf

Printed Name: DAVID EGENOLF

Title: CONTROLLER

Date: 9/28/21, 20___

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Williamson County Constable Pct. 1

Printed Name of Official: Mickey Chance, Constable

Signature of Official: Mickey Chance

Date: 9/30, 2021

Address of Office: 1801 E. Old Settlers BLVD #105
Round Rock Texas, 78664

COUNTERPART SIGNATURE PAGE
REGARDING COUNTY-VEHICLE USE
DURING OFF-DUTY SERVICES OF
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[2]

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

By: _____
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____ _____, 20____

[2] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

**Commissioners Court - Regular Session** **15.**

**Meeting Date:** 10/05/2021

Texas Workforce Termination for Contract #2921PEN023

**Submitted For:** Joy Simonton **Submitted By:** Dianne West, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take any appropriate action regarding termination of Texas Workforce Commission (TWC) Contract #2921PEN023 for data exchange for Williamson County Constable Pct. 1 Office, and authorize County Judge to sign letter proving 30-day notice of termination.

### Background

Scope of services for this contract was to access TWC Information solely for the following purpose: to assist in locating defendants, witnesses and fugitives in criminal cases and to assist in locating persons with outstanding warrants. Access to this information is not longer needed. Fee for this contract is $1,500.00 per year. The point of contact is Chief Deputy Greg Papst in Williamson County Constable Pct. 1 Office with the request to terminate the referenced contract. The contract runs through October 31, 2022 but is no longer needed to support operations of the Constable Pct. 1 Office.

## Fiscal Impact

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

## Attachments

Services Contract Letter of Termination TWC for Constable Pct. 1

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 09/30/2021 10:15 AM |
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 10:35 AM |
| Form Started By: Dianne West | | Started On: 09/29/2021 11:40 AM |
| Final Approval Date: 09/30/2021 | | |

# OFFICE OF WILLIAMSON COUNTY JUDGE

710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626
(512) 943-1550 PHONE♦ (512) 943-1662 FAX


**October 5, 2021**

***Via E-Mail: DEContracts@twc.state.tx.us***

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

***In re: Notice of Contract Termination for TWC Contract #2921PEN023 (Williamson County, TX for Constable, Pct. 1)***

To Whom It May Concern:

As you are aware, the Williamson County Constable Precinct 1 Office has been in a contract with your entity as referenced above. The department has requested that the county commissioners approve changes in this category of services, including the present contract. Pursuant to the terms and conditions set forth in the contract, Section 2.2, which allows for termination, the relevant provision states as follows:

> **2.2 Either party may suspend or terminate this Contract at any time, on written notice to the other Party specifying a termination date at least thirty (30) calendar days after the date of notice.**

Therefore, the purpose of this letter is to give you the required thirty (30) days written notice that the Williamson County Constable Precinct 1 Office is terminating this agreement for this office effective November 5, 2021. **Please note that this notice does not apply to any other constable's office other than Precinct 1.**

Thank you for your prompt attention and assistance in this regard.

Sincerely,

_____

**Hon. Bill Gravell**
**Williamson County Judge**

cc: Williamson County Auditor's Office
Williamson County Budget Office
Williamson County Constable Precinct 1 Office

BG/me

**Commissioners Court - Regular Session** **16.**

**Meeting Date:** 10/05/2021

Constable 4 Lease with Pitney Bowes Postage Machine

**Submitted For:** Joy Simonton **Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving a lease agreement between Pitney Bowes, Inc. and Williamson County for a new postage meter machine in the amount of $60.63 per month for 60 months, pursuant to Sourcewell (formerly NJPA) Contract #041917-PIT, and authorizing the execution of the lease.

### Background

Approval of this lease agreement will support the operations of the Williamson County Constable Precince 4 Office. The lease agreement is for 60 months at a monthly rate of $60.63 and billed quarterly at $181.89. Legal and Contract Audit have reviewed the lease. The Department contact is Brian Olson. This expenditure will be charged to line item 01.0100.0554.004216.

## Fiscal Impact

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

## Attachments

Constable 4 Pitney Bowes Redacted Lease

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 09/30/2021 09:40 AM |
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 09:47 AM |
| Form Started By: Mary Watson | | Started On: 09/27/2021 02:28 PM |
| Final Approval Date: 09/30/2021 | | |

pitney bowes

# Sourcewell (formerly known as NJPA) State & Local FMV Lease

Agreement Number

## Your Business Information

**Full Legal Name of Lessee / DBA Name of Lessee**

Williamson CO Constable Precinct 4

**Tax ID # (FEIN/TIN)**

**Sold-To: Address**

412 Vance StSte 3, Taylor, TX, 76574-3507, US

| Sold-To: Contact Name | Sold-To: Contact Phone # | Sold-To: Account # |
|---|---|---|
| Brian Olson | (512) 352-4181 | [redacted] |

**Bill-To: Address**

412 Vance StSte 3, Taylor, TX, 76574-3507, US

| Bill-To: Contact Name | Bill-To: Contact Phone # | Bill-To: Account # | Bill-To: Email |
|---|---|---|---|
| Brian Olson | (512) 352-4181 | [redacted] | brian.olson@wilco.org |

**Ship-To: Address**

412 Vance StSte 3, Taylor, TX, 76574-3507, US

| Ship-To: Contact Name | Ship-To: Contact Phone # | Ship-To: Account # |
|---|---|---|
| Brian Olson | (512) 352-4181 | [redacted] |

**PO #**

## Your Business Needs

| Qty | Item | Business Solution Description |
|---|---|---|
| 1 | SENDPROCSERIES4 | SendPro C Series - Version 4 |
| 1 | 1FXA | Interface to InView Dashboard |
| 1 | 7H00 | C Series IMI Meter |
| 1 | 8H00 | C Series IMI Base |
| 1 | APAC | Connect+ Accounting Weight Break Reports |
| 1 | APAX | Cost Acctg Accounts Level (100) |
| 1 | APB2 | Cost Accounting Devices (10) |
| 1 | APKN | Account List Import/Export |
| 1 | C200 | SendPro C200 |
| 1 | CAAB | Basic Cost Accounting |
| 1 | F9PG2 | PowerGuard LE Service Package |
| | F9S2 | SendPro C Install Training with Shipping |
| 1 | HZ80001 | SendPro C Series Drop Stacker |
| 1 | ME1A | Meter Equipment - C Series |


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Pitney Bowes Confidential Information

| | | |
|---|---|---|
| 1 | MP81 | C Series Integrated Scale |
| 1 | PAB1 | C Series Premium App Bundle |
| 1 | SJS1 | C200 SoftGuard |
| 1 | STDSLA | Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4) |
| 1 | ZH24 | Manual Weight Entry |
| 1 | ZH26 | HZ02 50 LPM Speed |
| 1 | ZHD5 | USPS Rates with Metered Letter |
| 1 | ZHD7 | E Conf Services for Metered LTR. BDL |
| 1 | ZHWL | 5lb/3kg Weighing Option for MP81 |

## Your Payment Plan

| **Initial Term: 60 months** | **Initial Payment Amount:** | |
|---|---|---|
| **Number of Months** | **Monthly Amount** | **Billed Quarterly at*** |
| **60** | **$ 60.63** | **$ 181.89** |

**Does not include any applicable sales, use, or property taxes which will be billed separately.*

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

( ) Purchase Power® transaction fees included
(X) Purchase Power® transaction fees extra

## Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including the NJPA Contract Number 041917-PIT, effective date May 17, 2017 and the State and Local Fair Market Value Lease Terms (including the Pitney Bowes Terms) (Version 2/20) which is available at http://www.pb.com/states/njpa and is incorporated by reference (the "Agreement"). You acknowledge that, except for non-appropriation, you may not cancel this lease for any reason and that all payment obligations are unconditional. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you to either provide proof of insurance or participate in the ValueMAX® requirement protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are incorporated by reference.

Not Applicable
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Roger Donohue
Pitney Bowes Signature

Roger Donohue
Print Name

Operations Manager
Title

August 24, 2021
Date


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Pitney Bowes Confidential Information

## Sales Information

| Account Rep Name | Email Address | PBGFS Acceptance |
| --- | --- | --- |
| Boyd Hering | boyd.hering@pb.com | |


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Pitney Bowes Confidential Information

**Commissioners Court - Regular Session** **17.**

**Meeting Date:** 10/05/2021

Texas A&M Engineering Extension Service Memo of Understanding

**Submitted For:** Joy Simonton **Submitted By:** Erica Smith, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on approving the Memorandum of Understanding (MOU) between the Texas A&M Engineering Extension Service (TEEX) and Williamson County for training facility use.

### Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. Memorandum of Understanding is attached outlining the terms between the parties. MOU is valid from the date of last signature through August 31st, 2025. The Sheriff's Office seeks to use the emergency vehicle driving track in College Station for training purposes. Estimated annual expenditure is $1,875. Legal, contract audit, and budget have reviewed this purchase. Department contact is Assistant Chief James Carmona. This expenditure will be charged to 01.0100.2009.4232.

## Fiscal Impact

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

## Attachments

MOU

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 09/30/2021 06:06 AM |
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 08:26 AM |
| Form Started By: Erica Smith | | Started On: 09/24/2021 11:44 AM |
| Final Approval Date: 09/30/2021 | | |

TEXAS A&M ENGINEERING
TEEX
EXTENSION SERVICE

[redacted]

# MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding ("MOU")** is entered into by and between Williamson County ("Customer"), whose address is 508 S. Rock Street, Georgetown, TX 78626, and the Texas A&M Engineering Extension Service ("TEEX"), a state agency and a member of The Texas A&M University System, whose address is 200 Technology Way, College Station, Texas 77845, (each of the forgoing is individually referred to as "Party" or collectively as "Parties") for the following effort:

I. **STATEMENT OF WORK**: Both Parties agree to work cooperatively to establish a facilities use agreement that meets all mandated Texas Commission on Law Enforcement (TCOLE) requirements for a training provider.

II. **RESPONSIBILITIES:**

A. **TEXAS A&M ENGINEERING EXTENSION SERVICE will:**

1. Provide Customer access to the TEEX firearms training facilities, emergency vehicle driving track, prop houses, shoot house and other agency training assets necessary to meet TCOLE requirements and conduct department sponsored in-service training based upon scheduled availability.
2. Provide TEEX Range Master training and asset use orientation to Customer personnel assigned to facilitate training exercises to ensure the safe and efficient operation of all TEEX training facilities.
3. Provide Customer with specific rules for use of TEEX training facilities.
4. Provide Customer with current facilities law enforcement use price list.
5. Invoice Customer for each facility use.

B. **CUSTOMER will:**

1. Pay TEEX within 30 days of receipt of each invoice for facility use.
2. Provide properly trained personnel to manage and/or supervise all in-service activities conducted during prearranged use of TEEX emergency vehicle driving track and other agency training props required to conduct department sponsored in-service training.
3. Ensure department sponsored participants using TEEX training facilities adhere to all agency policies and safety requirements.

III. **CONTACT INFORMATION**

| TEEX Contact Information | Customer Contact Information |
|---|---|
| John M. Ray, PhD, Division Director<br>John.Ray@teex.tamu.edu<br>979 845 6677 | Sheriff Mike Gleason<br>mgleason@wilco.org<br>512 943 1300 |
| Miles (Lee) Santo, Training Manager<br>Miles.Santo@teex.tamu.edu<br>979 321 6190 | Lt. Jerod Morris, Training Coordinator<br>jmorris@wilco.org<br>512 352 4827 |
| TEEX Reservations<br>ILEPSE@teex.tamu.edu<br>979 845 6677 \| 800 423 8433 | Billing Address<br>Williamson County Sheriff's Office<br>Attn: Starla Hall, Administrative Assistant<br>508 Rock Street, Georgetown, TX 78626<br>starlahall@wilco.org<br>512 943 5270 |



REVIEWED BY TEEX CONTRACT SERVICES

[redacted]

IV. **TERMS OF AGREEMENT:** This MOU shall begin as of the date of the last signature, and terminate August 31, 2025, unless terminated by either Party. Each of the Parties reserves the right to terminate this MOU for reasonable cause or if a Party has determined the objective of the project cannot be accomplished. A Party wishing to terminate this MOU must notify the other party in writing fifteen (15) days in advance. No monetary payment is due under this MOU.

If this MOU is not signed by all Parties and returned to both Parties within sixty (60) days of date of the first signature below, then this MOU will be null and void and of no further effect.

V. **GOVERNING LAW:** The terms and conditions of this MOU and performance hereunder shall be construed in accordance with the laws of the State of Texas.

VI. **EXPORT CONTROLS**: TEEX is subject to United States laws and regulations controlling the export of technical data, computer software, and other commodities, and its obligations under this MOU are contingent on compliance with applicable laws and regulations. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government or written assurances by Customer that Customer will not export data or commodities to certain countries without advance approval of that agency. TEEX neither represents that a license will not be required nor that, if required, it will be issued. Customer shall comply with all applicable export laws and regulations and may not export or allow the export or re-export of commodities or technical data in violation of those laws or regulations. If Customer discloses to TEEX any subject technology that is subject to export control, Customer shall alert TEEX in writing before disclosure, at which time TEEX shall advise Customer if TEEX desires to take receipt of the export-controlled materials.

VII. **EXPORT COMPLIANCE:**
Customer certifies that none of its Representatives participating in the facilities use is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists. However, Customer shall provide TEEX with names and citizenship information for all of Customer's Representatives participating in the facilities use for purposes of additional due diligence.

VII. **NOTICES:** All notices required to be made pursuant to this MOU shall be made at the addresses set forth above.

VIII. **INDEPENDENT CONTRACTOR:** TEEX is an independent contractor and shall be free to exercise its discretion and independent judgment as to the method and means of performance of the Work provided to the Customer. TEEX employees are not employees of the Customer, and neither TEEX nor Customer's personnel will, by virtue of this MOU, be entitled or eligible to participate in any benefits or privileges given or extended by either Party to its employees.

IX. **PUBLICITY:** Neither Party to this MOU may use the name of the other in news releases, publicity, advertising, or product promotion without the prior written consent of the other; however, TEEX may include the Customer's name, project title, and total MOU value in internal and external reports of awards received. Additionally, Customer acknowledges that TEEX is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this MOU.



REVIEWED BY TEEX CONTRACT SERVICES

X. **TERMINATION:** Both Parties reserve the right to terminate this MOU for reasonable cause or if it is determined the objectives of this MOU cannot be accomplished. A Party wishing to terminate this MOU must notify the other Party in writing thirty (30) days in advance. Termination of this MOU for any reason, does not relieve either Party of the obligations incurred prior to the termination.

XI. **SAVINGS CLAUSE:** In the event that any provision of this MOU is held unenforceable for any reason, the remaining provisions of this MOU shall remain in full force and effect.

XII. **AMENDMENTS:** No amendment to this MOU shall be valid unless it is made in a writing signed by the authorized representatives of both Parties.

XIII. **FORCE MAJEURE:** If either Party fails to fulfill its obligations hereunder (other than an obligation for the payment of money), when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, pandemic, epidemic, quarantine, national or regional emergencies, governmental order or action, civil commotion, riot, war (declared and undeclared), revolution, acts of foreign or domestic terrorism, or embargos, whether or not foreseeable or preventable through the exercise of reasonable diligence, occurs, is implemented or becomes effective during the term of this agreement and makes it unsafe (or gives rise to a health risk), impracticable, onerous, uneconomic, or burdensome for either Party to proceed with or continue the performance of the Services or any part thereof, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the Parties to resume performance under this MOU, provided however, that in no event shall such time extend for period of more than thirty (30) days.

XIV. **INTELLECTUAL PROPERTY:** Copyright ownership of all models and materials ("work of authorship") first created solely by TEEX under this MOU (whether created in the performance of this MOU or pre-existing) shall exclusively vest in TEEX. No rights are granted under such copyrights except as may be described in this MOU or stated in any materials delivered as part of this MOA.

XV. **GENERAL PROVISIONS:**

a. TEEX is an agency of the State of Texas and nothing in this MOU waives or relinquishes TEEX's right to claim any exemptions, privileges, or immunities as may be provided by law.
b. A Party's failure to enforce a provision of this MOU does not waive that that Party's ability to enforce such provision in any subsequent occurrence.

**THE UNDERSIGNED PARTIES BIND THEMSELVES TO THE FAITHFUL PERFORMANCE OF THIS MOU.**

| Williamson County: | | Texas A&M Engineering Extension Service: | |
|---|---|---|---|
| By: | _____ | By: | _____ |
| Name: | _____ | Name: | Tracy Foster |
| Title: | _____ | Title: | Associate Agency Director/Chief Financial Officer |
| Date: | _____ | Date: | 9/20/2021 |



REVIEWED BY TEEX CONTRACT SERVICES

**Commissioners Court - Regular Session** **18.**

**Meeting Date:** 10/05/2021

Racial Profiling Compliance Agreement with Del Carmen Consulting, LLC

**Submitted For:** Joy Simonton **Submitted By:** Brenda Fuller, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Del Carmen Consulting, LLC and Williamson County for Sandra Bland Act and the Texas Racial Profiling Law Compliance and Related Services for the Williamson County Sheriff's Office in the not-to-exceed amount of $4,850, and authorizing execution of the agreement.

### Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. This independent quarterly audit and reporting service ensures that the Department remains in compliance with the racial profiling state law at all times. Agreement attached outlines the services to be provided. This agreement will cover the one year term for Fiscal Year 2022. Department contact is Rebecca Rodriguez. This expenditure will be charged to 01.0100.2004.4100.

## Fiscal Impact

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

## Attachments

agreement

SOW

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 09/30/2021 10:25 AM |
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 10:37 AM |
| Form Started By: Brenda Fuller | | Started On: 09/30/2021 08:27 AM |
| Final Approval Date: 09/30/2021 | | |

# PROFESSIONAL SERVICE AGREEMENT
# FOR
# SANDRA BLAND ACT AND THE TEXAS RACIAL PROFILING LAW COMPLIANCE AND RELATED SERVICES
# FOR
# THE WILLIAMSON COUNTY SHERIFF'S OFFICE

---

This Professional Services Agreement for Sandra Bland Act and the Texas Racial Profiling Law Compliance and Related Services for the Williamson County Sheriff's Office ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Del Carmen Consulting, LLC, hereinafter referred to as PROVIDER, for the purpose of providing professional services related to compliance with the Sandra Bland Act and the Texas Racial Profiling Law for the Williamson County Sheriff's Office, which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Williamson County.

## I.
## SCOPE OF SERVICES

PROVIDER shall provide, upon request by the Williamson County Sheriff or his designee, the services set forth in the Proposal Letter with Scope of Services, dated September 20, 2021, attached hereto as **Exhibit "A"**. All services provided by PROVIDER shall be performed according to the regularly accepted standards for such services in the State of Texas.

## II.
## TERM

This Agreement shall become effective as of the date of the last party's execution below and continue until September 30, 2022, unless terminated sooner as authorized herein.

## III.
## COST AND PAYMENT

PROVIDER will be compensated based on the attached Proposal Letter with Scope of Services, dated September 20, 2021, which is attached and incorporated herein as if copied in full. The not-to-exceed amount under this agreement is **$4,850.00 for FY2022** (from effective date through

September 30, 2022), unless amended by a change order and approved by the Williamson County Commissioners Court. Consultant will invoice County for Services Rendered.

**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.
## AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party. The parties agree and acknowledge that PROVIDER is acting as an independent contractor under this Agreement.

## V.
## ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

## VI.
## THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

## VII.
## FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said

party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

## VIII.
## TERMINATION

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. In the event of termination, COUNTY will only be liable for its pro rata share of services rendered and goods actually received.

## IX.
## NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

COUNTY: Williamson County Judge
Bill Gravell (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson County Sheriff
Mike Gleason
508 Rock Street
Georgetown, Texas 78626

PROVIDER: Del Carmen Consulting, LLC
Attn: Del Carmen
3122 Westwood Drive
Arlington, TX 76012

## X.
## SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each

that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

## XI.
## VENUE AND GOVERNING LAW

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

## XII.
## NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

## XIII.
## COUNTY'S RIGHT TO AUDIT

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

## XIV.
## APPROPRIATION OF FUNDS

COUNTY believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. PROVIDER understands and agrees that the COUNTY's payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

XV.
ENTIRE AGREEMENT

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations and prior agreements between the parties. This Agreement may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties.

Executed by the parties on the date referenced below to be effective as of the date of the last party's execution.

WILLIAMSON COUNTY, TEXAS

_____
Bill Gravell
Williamson County Judge

Date: _____ _____, 20____

PROVIDER:

Alejandro del Carmen
Del Carmen Consulting, LLC

Date: 9/21 ____, 2021

**EXHIBIT "A"**
**PROPOSAL LETTER WITH**
**SCOPE OF SERVICES**
**(Dated September 20, 2021 and incorporated herein as if copied in full)**

DEL CARMEN
CONSULTING, LLC

September 20, 2021

Williamson County Sheriff's Office
Sheriff Mike Gleason
508 S. Rock St.,
Georgetown, TX 78626

Dear Sheriff Gleason,

As requested, my firm is prepared to ensure that the Williamson County Sheriff's Office remain in compliance with the Sandra Bland Racial Profiling Law. The services and respective fees, are listed below:

1) **Annual Racial Profiling Service** ($4,850). ANNUAL SERVICE.
    i. This service includes 1 quarterly audit, a search analysis and the full report with the analysis as required by law.
    ii. This service ensures that the Department remains in compliance with the racial profiling state law at all times.
    iii. Billing takes place once a year at the beginning of the fiscal year.

If you have any questions, please do not hesitate to contact me. Please note that these quotes are available for a period of two weeks from the date of this letter.

Sincerely,

Alex del Carmen, Ph.D.
Del Carmen Consulting, LLC

**Commissioners Court - Regular Session** **19.**

**Meeting Date:** 10/05/2021

**Submitted By:** Becky Pruitt, County Judge

**Department:** County Judge

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on approving Specific Malpractice Insurance Coverage under RFP Contract #1904-308, through Lee Insurance Agency for Williamson County EMS from FirstFire Services under Intact Insurance Specialty Services for the annual premium of $22,960.00.

### Background

EMS received a new proposal from their current carrier to continue coverage. Additionally, a quote was obtained as a part of the County's casualty coverage program. FirstFire Services under Intact Insurance Specialty Services offered three years at a fixed premium at a lower rate than the current carrier. As a result, the recommendation is to accept the coverage quoted for FY22 by FirstFire Services for EMS workers, in the amount of $22,960.00 for the annual premium. Funding source is 01.0100.0540.004410. Department point of contact is Mike Knipstein

## Fiscal Impact

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

## Attachments

Coverage Comparison

Proposal Wilco EMS

## Form Review

Form Started By: Becky Pruitt Started On: 09/30/2021 01:07 PM

Final Approval Date: 09/30/2021

| General Liability | | |
|---|---|---|
| Mgmt Liability | | |
| | ESIP | FirstFire |
| Coverage | Coverage | Coverage |
| General Liability Cvg Form | ISO based | Proprietary form customized for Fire/Ems/Dispatching Services |
| Rate guarantee | No | Yes |
| Defense Costs | | Outside limit of Insurance |
| Aggregate limits | apply separately to each insured and each location | apply separately to each insured and each location |
| Non-Owned Aircraft & Watercraft | Yes | Yes |
| Owned Watercraft | Less than 35 feet | 300hp or less / no foot limit |
| Owned Aircraft (Drones) | Yes | Yes - Drones |
| Contractual Liability | Yes | Yes |
| Fundraising Activities | Yes | Yes |
| Host Liquor Liability | Yes | Yes |
| Temporary Liquor Liability | Events lasting 10 Days orless | Yes, no day limit |
| Members as insureds | Includes Physicans acting within scope of duties for insured | Includes Physicans acting within scope of duties for insured |
| Fire & Rescue Service Liability Includes: | Emergency Services E&O<br>Medical Malpractice Liability<br>Dispatchers Liability<br>Medical Directors E&O<br>Good Samaritan Liability | Emergency Services E&O<br>EMS Liability (Medical Mal Liab)<br>Dispatchers Liability<br>Medical Directors E&O<br>Good Samaritan Liability |
| Emergency Services Liability | D&O Liability<br>Spousal Liability<br>Estates, Heirs & Legal Respresentatives<br>Employee Benefits Liability<br>Employment Practices Liability<br>Unintentional Release of Individuals PII<br>Outside Directorships<br>$100k Non Monetary Relief<br>$100k Defense of suits for Fair Labor Standards Act<br>$100k Fines and Penalties related to HIPAA | Yes, same on all<br>EXCEPT<br>Unintential Release of PII<br>No coverage for FLSA or HIPAA EXCEPT - Defense of suits for Equal Pay Act covered & retaliation involving FLSA is covered |

| | | |
|---|---|---|
| Pollution Liability | On Premise - Includes above ground storage tanks<br>Off Premises - $1M Sub limit for corrective action costs<br>Includes short term pollution events arising from pesticide or herbicide application | Coverage included for application of pesticide/herbicide<br><br>Urgent Response for the protection of property, human life, health etc..<br><br>Training Operations<br><br>Water runoff from cleaning of equipment used in emergency service activity |
| Injury to Volunteers | Yes | Yes |
| Patients Property | $50,000 limit | no limit |
| Fellow Member Liability | Bodily Injury / Property Damage | Bodily Injury/Property Damage |
| Property Damage to Rented Premises (other than fire) | 100000<br>8 or more consecutive days | 1000000<br>30 consecutive day limit |
| Enhanced Property Damage | use of reasonable force | use of reasonable force |
| | | |
| Bail Bonds | $5,000 | $2,500 for accidents or traffic law violations. All other bonds is actual cost of bonds |
| Your Expenses | $1,000 per day | $1,000 per day |
| Blanket Additional Insured | Persons or Organizations - as required by contract<br>Managers, Landlords or Lessors of premises<br>Lessors of Leased Equipment | Yes |
| Waiver of Subrogation | Yes | can add by endorsement for no charge |
| Newly Acquired/Formed Organizations | 180 days | Yes, no day limit specified |
| Duties in event of occurrence, offense, claim or suit | limits persons required to give notice | no limit |
| Liberalization | Yes | Yes |
| Bodily Injury | Includes Mental Anguish | Includes Mental Anguish |

| | | |
|---|---|---|
| Employment Practices Liability | $1m/$10m | $1m/$10m |
| Employee Benefit Liability | $1m/$10m | $1m/$10m |
| Injuctive or Non Monetary Relief | $100,000 | $100,000 Agg |

# FIRSTFIRE SERVICES
# INSURANCE PROPOSAL

**DATE** June 28, 2021

**BUSINESS CLIENT** WILLIAMSON COUNTY EMS
3189 SE INNER LOOP
GEORGETOWN, TX 78626-6388

**EFFECTIVE DATE** October 09, 2021
**EXPIRATION DATE** October 09, 2022

**QUOTE** 2765977-1

**IN PARTNERSHIP WITH**

**YOUR ACCOUNT MANAGEMENT TEAM**
**INTACT INSURANCE** MARCIE HASTY

**EMAIL** MHASTY@INTACTINSURANCE.COM

**UNDERWRITING COMPANY** Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

## Additional Terms, Conditions, and Underwriter Comments:

This proposal is being offered on a package basis.  Individual coverage lines may not be bound without prior written consent from Intact Public Entities.
Terrorism must be either purchased on all or rejected on all applicable lines of business.

A 3Y rate guarantee applies.

## About Intact Insurance Specialty Solutions

Throughout the United States, Intact Insurance Specialty Solutions' underwriting companies offer a broad range of specialty insurance products through independent agencies, regional and national brokers, wholesalers and managing general agencies. Each business is managed by an experienced team of specialty insurance professionals focused on a specific customer group or industry segment, and providing distinct products and tailored coverages and services. Targeted solutions include group accident and health; commercial and contract surety; entertainment; environmental; excess property; financial institutions; financial services; inland marine; management liability; ocean marine; public entities; technology; and tuition refund. For further information about U.S. products and services visit: intactspecialty.com.

Intact Insurance Specialty Solutions is the marketing brand for the insurance company subsidiaries of Intact Insurance Group USA LLC, a member of Intact Financial Corporation (TSX: IFC), the largest provider of property and casualty insurance in Canada and a leading specialty insurance carrier in North America. The insurance company subsidiaries of Intact Insurance Group USA LLC include Atlantic Specialty Insurance Company, a New York insurer, Homeland Insurance Company of New York, a New York insurer, Homeland Insurance Company of Delaware, a Delaware insurer, OBI America Insurance Company, a Pennsylvania insurer, OBI National Insurance Company, a Pennsylvania insurer, and The Guarantee Company of North America USA, a Michigan insurer. Each of these insurers maintains its principal place of business at 605 Highway 169 N, Plymouth, MN 55441, except The Guarantee Company of North America USA, which is located at One Towne Square, Southfield, MI 48076. For information about Intact Insurance Specialty Solutions products and services available in Canada, visit: intactspecialty.ca and for information about Intact Financial Corporation, visit: intactfc.com.

# FirstFire Services Quote Proposal

Premium Summary for WILLIAMSON COUNTY EMS

| Coverages | Coverage Premium |
|---|---|
| Liability Coverages | $15,934 |
| Terrorism Coverage | $797 |
| Professional Liability Coverages | $7,026 |
| Premium When Excluding Terrorism Coverage | $22,960 |
| Premium When Including Terrorism Coverage | $23,757 |

**Payment Plan**
Agency Bill - Annual - Payment in Full No Installments

## SCHEDULE OF LOCATIONS

| Loc | Address |
|---|---|
| 1 | 3189 SE INNER LOOP<br>GEORGETOWN, TX 78626-6388<br>Site 1, GL Only, EMS |

## *General Liability Policy Coverages*

| Coverage | Limit | Deductible |
|---|---|---|
| General Aggregate | $10,000,000 | |
| Products/Completed Operation Aggregate | $10,000,000 | |
| Coverage A Bodily Injury and Property Damage | | |
| Each Occurrence | $1,000,000 | |
| Coverage B Personal and Advertising Injury | $1,000,000 | |
| Coverage A & B | | |
| Loss Only Deductible Each Occurrence or Offense | | $0 |
| Damage to Premises Rented to You | | |
| Each Occurrence | $1,000,000 | |
| Coverage C Health Care and Social Services | | |
| Each Wrongful Act | $1,000,000 | |
| Deductible Each Wrongful Act | | $0 |
| Medical Expense | $10,000 | |

*General Liability Location Coverages*

| Loc | Bldg | Coverage | Premium Basis | Deductible |
|---|---|---|---|---|
| | | Class: 44130<br>Fire Protection Services | | |
| 1 | 1 | Coverage A&B | | |

## *Professional Liability Policy Coverages*

| Coverage | Limit | Deductible |
|---|---|---|
| Defense Expense for Injunctive Relief | | Included |
| Each Wrongful Act | $50,000 | |
| Aggregate | $100,000 | |
| Public Officials Errors & Omissions | | |
| Each Wrongful Act | $1,000,000 | $0 |
| Aggregate | $10,000,000 | |
| Public Officials Employment Practices | | |
| Each Offense | $1,000,000 | $0 |
| Aggregate | $10,000,000 | |
| Public Officials Employee Benefits Administration | | |
| Each Offense | $1,000,000 | $0 |
| Aggregate | $10,000,000 | |

## *Common Policy Forms*

| Form | Description |
|---|---|
| 4 VIL 100 10 98 | COMMON POLICY DECLARATIONS |
| ASC 00 02 01 98 | PREMIUM STATEMENT |
| ASC 00 12A 09 18 | SCHEDULE OF LOCATIONS |
| GRS IL 004 01 16 | MULTI-YEAR RATE GUARANTEE |
| VIL 001 02 05 | COMMON POLICY CONDITIONS- (N/A TO VA AUTO) |
| VIL 689 TX 02 05 | TX CHANGES - CONCEALMENT, MISREPRESENTATION OR FRAUD |
| ASC 00 11 01 98 | Schedule 1 - LIST OF COMMON DEC FORMS |

## *Non-Policy Forms*

| Form | Description |
|---|---|
| GRS PHN 004 10 20 | POLICYHOLDER NOTICE |
| GRS PHN 006 10 20 | POLICYHOLDER NOTICE |
| IL P 001 01 04 | U.S. TREASURY DEPT OFFICE OF FOREIGN ASSETS NOTICE (OFAC) |
| NOTICE IISS 03 20 | INFORMATIONAL NOTICE TO POLICYHOLDERS |
| PHN 001 IL 12 20 | POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE |

## *Non-Policy Forms*

| Form | Description |
|---|---|
| PHN 003 IL 12 20 | POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE |
| PHN 059 05 20 | TEXAS COMPLAINT NOTICE |

## *General Liability Forms*

| Form | Description |
|---|---|
| ASC 00 05 01 98 | LIABILITY COVERAGE PART DEC |
| CG 01 03 06 06 | TX CHANGES |
| CG 21 71 01 15 | EXCL- OTHER ACTS OF TERRORISM; CAP ON CERTIFIED LOSSES |
| CG 26 39 12 07 | TX CHANGES - EMPLOYMENT - RELATED PRACTICES EXCLUSION |
| GRS GL 103 08 17 | COMMERCIAL GENERAL LIABILITY COVERAGE FORM |
| GRS GL 210 01 16 | EXCL - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA RELATED LIABILITY; COMPUTER OR COMPONENTS; NETWORK SECURITY OR HACKING EVENT |
| VCG 100 10 98 | LIABILITY SCHEDULE |
| VIL 679 TX 02 05 | TX CHANGES-CANCELLATION & NONRENEWAL |
| VIL 756 TX 03 12 | TX CHANGES - DUTIES |
| ASC 00 11 01 98 | Schedule 2 - LIABILITY FORMS LIST |

## *Professional Liability Forms*

| Form | Description |
|---|---|
| APR 005 02 99 | PROFESSIONAL LIAB DECLARATIONS |
| GRS EO 103 08 17 | PUBLIC OFFICIALS ERRORS AND OMISSIONS COVERAGE FORM |
| GRS EO 206 01 16 | EXCL - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY; COMPUTER OR COMPONENTS; NETWORK SECURITY OR HACKING EVENT |
| ASC 00 11 01 98 | Schedule 3 - PROF LIAB POLICY FORMS LIST |

**Insured Name and Address:**

Quote Number: 2765977-1

WILLIAMSON COUNTY EMS
3189 SE INNER LOOP
GEORGETOWN, TX 78626-6388

# POLICYHOLDER DISCLOSURE
# NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act (the Act), as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80%, BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM TO BE CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE**

The prospective premium required for your terrorism coverage is $797.

If you wish to reject this offer of coverage, you should check the box below, sign this notice and send it to your agent. An **exclusion** of terrorism losses, as defined by the Act, will then be made part of your policy.

| | |
|---|---|
| ☐ | I hereby reject the offer of terrorism coverage. I understand that I will have no coverage for losses arising from acts of terrorism, as defined in the Act. |

**If your policy includes Property coverage in one or more of these states: CA, GA, HI, IA, IL, MA, ME, MO, NC, NJ, NY, OR, RI, WA, WI, or WV; the following statement applies:**

The terrorism exclusion makes an exception for (and thereby continues your coverage for) property fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism - the coverage in your policy for such fire losses will continue.


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If such a loss occurs, and is certified under the Act, the loss will be reimbursed by the United States Government under the formula detailed above.

The portion of your policy premium attributable to terrorism (fire only) coverage in all of the states listed above, in which your policy provides Property coverage, $0. This amount is included in your policy premium and cannot be rejected.

**If your policy includes Inland Marine coverage in one or more of these states: CA, ME, MO, OR or WI; the following statement applies:**

The terrorism exclusion makes an exception for (and thereby continues your coverage for) direct property damage fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to direct property damage fire losses resulting from an act of terrorism - the coverage in your policy for such fire losses will continue. If such a loss occurs, and is certified under the Act, the loss will be reimbursed by the United States Government under the formula detailed above.

The portion of your policy premium attributable to coverage for direct property damage from fire resulting from terrorism in all of the states listed above, in which your policy provides Inland Marine coverage, is $0. This amount is included in your policy premium and cannot be rejected.

| | Atlantic Specialty Insurance Company |
|---|---|
| Policyholder/Applicant's Signature | Insurance Company |
| Print Name | Date |

If you have any questions about this notice, please contact your agent.


Contains copyrighted material of National Association of Insurance Commissioners with its permission.

**Commissioners Court - Regular Session** **20.**

**Meeting Date:** 10/05/2021

Animal Shelter SHAPR Electronics Agreement

**Submitted For:** Joy Simonton **Submitted By:** Erica Smith, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on approving the lease of one (1) SHARP Electronics Corp copier for the Williamson County Regional Animal Shelter, in the amount of $143.82 per month, pursuant to DIR Contract #DIR-CPO-4433.

### Background

Approval of this item will support the operations of the Williamson County Regional Animal Shelter. Copier lease is for a term of 36 months starting on 12/1/2021 at a rate of $143.82. This monthly rate includes 7,000 copies, delivery, installation, training, parts, labor and toner. Additional pages of the allotted 7,000 will be billed at $.0070 each. Legal, contract audit, and budget have reviewed this purchase. Department contact is Linda Gunter. This expenditure will be charged to 01.0545.0545.004621. Department contact is Linda Gunter.

## Fiscal Impact

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

## Attachments

Lease

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 09/30/2021 09:47 AM |
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 09:48 AM |
| Form Started By: Erica Smith | | Started On: 09/28/2021 11:06 AM |
| Final Approval Date: 09/30/2021 | | |

# SHARP
# STATE OF TEXAS DIR-CPO-4433 QUOTE

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

**Date: 04/20/21**

| **Customer Name/Invoice Address:** | **Delivery Address:** |
|---|---|
| **Williamson County** | **Williamson County** |
| **Regional Animal Shelter** | **Regional Animal Shelter** |
| **1855 SE Inner Loop** | **1855 SE Inner Loop** |
| **Georgetown, TX 78626** | **Georgetown, TX 78626** |

| | | | |
|---|---|---|---|
| **Contact Name** | Linda Gunter | **Phone:** | 512-943-3567 |
| | | **E-Mail:** | lgunter@wilco.org |
| **Sharp Business Systems, M.D. Leonard** | | **Quoting Dealer:** | Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL** |
| **Dealer Authorized Signature** MDLeonard 04/20/21 | | **Installing Dealer:** | Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL** |

| Item | Description | | | Unit Price / Mo. |
|---|---|---|---|---|
| 1 | Sharp MX-M3551; 35 ppm Networked Digital Copier<br>w/ 100 Sheet Single Pass Doc. Feed. and (1) 550 Sheet Paper Drawer<br><br>MX-TU16, Center Exit Tray;<br>MX-DE27N, Stand with (3) X 550 Sheet Paper Drawers<br>(total of 4 paper drawers plus 100 sheet bypass tray)<br><br>INCLUDES: 7,000 Copies/mo.; 7,001+ @ $0.0070 ea.<br>Delivery, Installation, Training,<br>Parts, Labor, and Toner | | | $143.82 |
| **State of Texas DIR-CPO-4433 36 Month Lease** | | | **Monthly Total** | **$143.82** |

**Commissioners Court - Regular Session** **21.**

**Meeting Date:** 10/05/2021

Meacham Grant Request

**Submitted For:** Misty Valenta **Submitted By:** Misty Valenta, Animal Services

**Department:** Animal Services

**Agenda Category:** Consent

---

## Information

### Agenda Item

Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to apply for a grant to aid in purchasing kennels from the American Humane.

### Background

During the months of spring through early fall, the Williamson County Regional Animal Shelter receives an increased number of cats and kittens. This grant application, if awarded, would purchase kennels so the shelter can better serve the cats who arrive to the shelter pregnant or nursing their litter of kittens.

---

## Fiscal Impact

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

## Attachments

MeachamGrant

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 09/29/2021 11:35 AM |
| Form Started By: Misty Valenta | | Started On: 09/28/2021 11:49 AM |
| Final Approval Date: 09/29/2021 | | |

| | |
|---|---|
| Grant Title/Project Name: | Maternity Ward Kennels |
| Department: | Animal Services |
| Requestor: | Misty Valenta |
| Contact Email: | mvalenta@wilco.org |
| Contact Phone Number: | 512-943-3597 |
| Start Date: | 10/1/2021 |
| End Date: | 12/31/2021 |
| Please select request category: | Asset |
| Describe the purpose of the grant in detail to include all requirements. | The grant would fund kennels for our pregnant and nursing mother cats and their kittens. Kennels would be selected that keep these families as safe and healthy as possible. |
| Select the type of grant your department is applying for: | Private Foundation |
| What is the amount of the grant? | $4,000.00 |
| Please provide a breakdown of the total cost above. | $4,000 would fund the kennels, casters, and bowls for the Maternity Room. |
| Is there a match requirement? | No |
| What is the source of the match? | |
| Does the grant cover the cost of the request 100%? | Yes |
| If not, how much is left unpaid? | |
| What is the plan to obtain grants/funds for the remaining amount? | |
| List other similar assets in the County and/or region and if they are available for use? | These kennels are similar to others in the shelter that are used in other isolation areas. |
| How is this asset request different from any similar assets currently in the County and/or region? | These kennels will not have doors where kittens can slip through. |
| What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset? | These kennels would remain in the Maternity Ward to isolate and protect from disease spread. |
| How often do these events occur? | |
| Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel? | No change from the personnel we currently have |
| Where will the asset be stored? | Maternity Ward |
| What is the useful life of the asset? | 10 years or more |
| Will a replacement be requested from general funds when useful life has been exhausted? | No |
| Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)? | No |
| Does this asset require insurance coverage? | No |
| If yes, what is the estimate of asset insurance | |

| | |
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| coverage? | |
| Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs. | Cleaning and general tightening of bolts like our other kennels |
| How will this asset be funded when the grant ends? | It will be completely funded by the grant |
| What is the impact if the grant is not received? | Pregnant and nursing cats will not have the space needed for their health and safety. |
| New Personnel position is: | |
| Where will this position office? | |
| Who will this position report to? | |
| What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function. | |
| Will this position take over tasks from current County employee? | |
| If yes, please explain the impact to current employee. | |
| How will this position be funded when the grant ends? | |
| Does this position or a similar position currently exist within the department? | |
| If “yes” how many of these similar positions exist | |
| Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice). | |
| Describe how workload will be accomplished/re-allocated should grant not be approved. | |
| List other similar items in the County and/or region and if they available for use? | |
| How is this item request different from any similar assets currently in the County and/or region? | |
| What types of events/purpose would this item be used for that cannot be accomplished with a current County asset? | |
| Identify the number of personnel required to operate this item and/or be available for the function where it is to be used? | |
| Please explain how this item will create the need for more or less personnel (or mark n/a for no change)? | |
| Where will the item be stored? | |
| What is the useful life of the item? | |
| Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)? | |
| Does this item require insurance coverage? | |
| Will this item require any form of licensing? | |

| | |
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| Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs? | |
| How will this item be funded when the grant ends? | |
| What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.) | None |
| Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded. | None |
| What is the cost and frequency to maintain/update the additional equipment? | None |
| What is the impact of this grant application on other internal/county departments? | None |
| If yes, what is the estimate of that license fee? | |
| If yes, what is the estimate of insurance coverage? | |
| Will a replacement be requested from general funds when useful life has been exhausted? (OR) | |
| If yes, how much is the match amount? | |
| ID | 79 |
| Version | 1.0 |
| Attachments | False |
| Created | 9/28/2021 11:28 AM |
| Created By | Misty Valenta |
| Modified | 9/28/2021 11:28 AM |
| Modified By | Misty Valenta |

**Commissioners Court - Regular Session** **22.**

**Meeting Date:** 10/05/2021

Amendment to the Master Commercial Card Agreement with JPMorgan Chase Bank, N.A.

**Submitted For:** Joy Simonton **Submitted By:** Brenda Fuller, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action to acknowledge and record into minutes an Amendment to the Master Commercial Card Agreement with JPMorgan Chase Bank, N. A. and City of Fort Worth, Texas and utilized by Williamson County for P-Card services. The original interlocal purchasing agreement between Williamson County and City of Fort Worth approved on 5/17/2011.

### Background

Williamson County has utilized the City of Fort Worth's agreement with JPMorgan Chase Bank, N.A. for its Purchasing Card (P-Card) services since 5/17/2011. The P-Card platform is utilized by designated Williamson County staff to improve performance by increasing purchasing oversight and spending control, helping to reduce costs and streamlining the payment process. A volume rebate is provided by the program.

JPMorgan Chase Bank occasionally updates the underlying commercial card agreement, which does not require any signatures from Williamson County. The attached amendment is to supplement the record of an already approved interlocal agreement for utilizing these services via the City of Fort Worth's arrangement.

## Fiscal Impact

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

## Attachments

Amendment

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 09/30/2021 06:17 AM |
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 08:27 AM |
| Form Started By: Brenda Fuller | | Started On: 09/27/2021 11:07 AM |
| Final Approval Date: 09/30/2021 | | |

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**SIXTH AMENDMENT TO**
**MASTER COMMERCIAL CARD AGREEMENT**

THIS SIXTH AMENDMENT (the "**Amendment**") to Commercial Card Agreement (as amended, supplemented, restated, or replaced from time to time, the "**Agreement**") dated as of August 31, 2007 between JPMorgan Chase Bank, N.A. or one or more of its Affiliates ("**Bank**") and City of Fort Worth, Texas ("**Client**") is made and is effective as of July 30, 2021, 2021 (the "**Effective Date**").

WHEREAS, Bank and Client entered into the Agreement on August 31, 2007, which has previously been amended by five separate amendments, the last amendment effective June 27, 2018;

WHEREAS, Client issued Request for Proposals for Purchasing Card Services ("RFP No. 21-0095) on March 17, 2021; and

WHEREAS, pursuant to RFP No. 21-0095, Bank and Client mutually agree to extend the terms of the Agreement for an additional two-year term with the option to renew for two additional two-year terms;

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledge, Bank and Client agree to amend the Agreement, as previously amended, as follows:

1. **Definitions.** Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.

2. **Acknowledgment.** The Parties hereto acknowledge and agree that the term of the Agreement shall be renewed for **two (2) years** from the Effective Date of this Amendment. Thereafter, the Agreement shall have the option to be renewed for **two (2)** additional **two (2) year** terms unless either Party terminates in accordance with the terms of the Agreement.

3. **Exhibit A.** Exhibit A to the Agreement is hereby deleted in its entirety and replaced with a new Exhibit A in the form attached hereto as Exhibit A.

4. **Continued Effect.** Except to the extent amended hereby, all terms, provisions and conditions of the Agreement, as it may have been amended from time to time, shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.

5. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each Party hereto may execute this Amendment by signing any of such counterparts. Facsimile signatures shall have the same force and effect as the original.

REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURES ON FOLLOWING PAGE

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**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the Effective Date.

## JPMORGAN CHASE BANK, N.A.

By Vincent Saia

Name Vincent Saia

Title Vice President

**Client Authorization:** The undersigned is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing), as applicable, of Client, authorized to bind Client to enter into and to perform its obligations under this Amendment. The undersigned certifies to Bank that the governing body of Client has adopted resolutions or other appropriate and binding measures authorizing Client to enter into and perform its obligations under this Amendment and that those resolutions or other appropriate and binding measures were: (a) adopted in accordance with, as applicable, all requirements of law and Client's organizational or constituent documents, (b) have been entered into the minute books or company records of Client, and (c) are now in full force and effect. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

## CITY OF FORT WORTH

By Jesus J. Chapa (Aug 2, 2021 15:52 CDT)

Name Jesus Chapa

Title Deputy City Manager

Note: The legal name of any member, managing member or general partner who is signing but is not an individual person must appear in the signature block.

**Client Attestation:** The undersigned officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Client, hereby certifies that the individual signing above on behalf of Client has been duly authorized to bind Client and to enter into and perform its obligations under this Amendment and that the person signing above on behalf of Client, whose execution of this Amendment was witnessed by the undersigned, is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Client possessing authority to execute this Amendment. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

By Ronald P. Gonzales

Name Ronald P. Gonzales

Title Acting City Secretary

Note: The person signing the attestation shall be someone different from the person signing above on behalf of Client.

## AS APPROVED TO FORM AND LEGALITY

By Taylor Paris

Name Taylor Paris

Title Assistant City Attorney

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**Approval Recommended:**

By: Reginald Zeno (Aug 2, 2021 14:43 CDT)

Name: Reginald Zeno

Title: Chief Financial Services Officer

**City of Fort Worth Contract Compliance Manager**

By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

By: Elida Torres (Jul 30, 2021 09:43 CDT)

Name: Elida Torres

Title: Management Analyst I

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# EXHIBIT A to the Master Terms
## FEES & INCENTIVES

1. **DEFINITIONS.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement.

**"Average File Turn"** has the meaning given to it in Section 4.A.i, as applicable.

**"Bonus Term"** means the one (1) year term beginning on the Effective Date of this Amendment.

**"Combined Net Charge Volume"** means the sum of U.S. Net Charge Volume and U.S. Net Virtual Card Charge Volume.

**"Combined Total Charge Volume"** means the sum of U.S. Total Charge Volume and U.S. Total Virtual Card Charge Volume.

**"Contract Year"** means a 12-month period beginning on the Effective Date of this Amendment or any anniversary of such date.

**"Credit Losses"** means all amounts due to Bank in connection with any and all Cards or Accounts that Bank has written off as uncollectible, excluding amounts due in respect of Fraudulent Transactions.

**"Discount Interchange Rate Transactions"** means Transactions made on any and all Cards or Accounts with either an interchange rate below 2.00% under applicable Credit Card Network rules or a Supplier Fee below 2.00%. Those Transactions include but are not limited to Large Ticket Transactions, level 3 Transactions, MasterCard and Visa Partnership programs, and any other programs entered into by the Networks, Client, merchants, Bank, or others whereby the parties to those programs have agreed to interchange rates or Supplier Fees below 2.00% for certain transactions.

**"Discount Interchange Rate Transaction Volume"** means total Discount Interchange Rate Transactions made on any and all Cards or Accounts, net of returns, cash advances, convenience check amounts and Fraudulent Transactions. **Discount Interchange Rate Transaction Volume** is comprised of two categories based on either the interchange rate or Supplier Fee of each transaction as follows:

- **"Discount Interchange Transaction Volume Category 1"** covers all **Discount Interchange Rate Transaction Volume** with interchange rate or Supplier Fee at or above 1.00% (interchange rate or Supplier Fee from 1.00% - 1.99%).
- **"Discount Interchange Transaction Volume Category 2"** covers all **Discount Interchange Rate Transaction Volume** with interchange rate or Supplier Fee below 1.00% (interchange rate or Supplier Fee from 0.00% - 0.99%).

**"Fraudulent Transactions"** means Transactions made on a Card or Account by a person, other than Client or Cardholder, who does not have actual, implied, or apparent authority for such use, and which the Cardholder or Client receives no direct or indirect benefit.

**"J.P. Morgan Virtual Connect Network"** means Bank's proprietary payments technology platform to which merchants may register to receive payment from Client in connection with Client's Program(s).

**"Settlement Terms"** means the combination of the number of calendar days in a billing Cycle and the number of calendar days following the end of a billing Cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing Cycle and Y is the number of calendar days following the end of a billing Cycle to the date the payment is due.

**"Supplier Fee"** or **"Merchant Transaction Fee Rate"** means the fee established by Bank, in its sole discretion, payable by merchant accepting payment from Client for Transactions made through the J.P. Morgan Virtual Connect Network.

**"U.S. Net Charge Volume"** means total charges made on any and all U.S. dollar issued Cards or Accounts, net of returns, cash advances, convenience check amounts and Fraudulent Transactions. U.S. Net Charge Volume does not include any Discount Interchange Rate Transaction Volume or U.S. Net Virtual Card Charge Volume.

**"U.S. Net Virtual Card Charge Volume"** means total charges made on any and all U.S. dollar issued Virtual Card Accounts, net of returns, cash advances and Fraudulent Transactions. U.S. Net Virtual Card Charge Volume does not include any Discount Interchange Rate Transaction Volume.

**"U.S. Total Charge Volume"** means the sum of U.S. Net Charge Volume and Discount Interchange Rate Transaction Volume associated with the U.S. Corporate Card, U.S. Purchasing Card, and U.S. One Card Program(s).

**"U.S. Total Virtual Card Charge Volume"** means the sum of U.S. Net Virtual Card Charge Volume and Discount Interchange Rate Transaction Volume associated with the U.S. Virtual Card Account Program(s).

2. **BONUSES**

A. **Signing Bonus**
Bank will pay Client a one-time bonus of $160,000.00 within 90 days following execution of this Amendment. Repayment of such bonus may be required as follows:

i. Should the Agreement be terminated prior to the end of the Bonus Term, Client shall repay the bonus to Bank on a term pro-rata basis.

ii. In addition, should Client fail to achieve at least $600,000,000.00 in Combined Total Charge Volume ("**Bonus Term Volume Requirement**") for any reason during the Bonus Term, Client shall repay the bonus to Bank on a volume pro-rata basis. Such repayment will be deducted from the final rebate payment in respect of the Bonus Term, if any. If the amount of the repayment exceeds the final rebate payment of the Bonus Term, Client shall pay to Bank the amount in excess of the final rebate payment of the Bonus Term. If there is no final rebate payment, Client shall pay to Bank the full amount of such repayment.

iii. If upon termination of the Agreement Bank is owed both an early termination repayment under 2.A.i and a volume shortfall repayment under 2.A.ii and, Client shall be required to pay the larger of the two amounts.

**3. REBATES**

A. **Volume Rebate**

Bank will pay each Participant a rebate based on the annual Combined Total Charge Volume achieved by all Participants and the annual Combined Total Charge Volume achieved by the individual Participant according to the following schedule. The rebate will be calculated as the Volume Rebate Rate (as determined according to the following schedule) multiplied by the annual Combined Net Charge Volume, subject to the rebate adjustments below.

| Combined U.S. One Card, U.S. Virtual Card, U.S. Purchasing Card and U.S. Corporate Card Programs | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Annual Combined Total Charge Volume of all Participants** | **Volume Rebate Rate applied to annual Combined Net Charge Volume for Individual Participant at 29 File Turn Days** | | | | | | | | | | | | |
| | ***$250k*** | ***$1MM*** | ***$5MM*** | ***$10MM*** | ***$15MM*** | ***$20MM*** | ***$25MM*** | ***$30MM*** | ***$40MM*** | ***$50MM*** | ***$75MM*** | ***$100MM*** | ***$150MM*** |
| $1 | 0.50% | 1.03% | 1.53% | 1.68% | 1.73% | 1.76% | 1.79% | N/A | N/A | N/A | N/A | N/A | N/A |
| $25,000,000 | 0.50% | 1.04% | 1.54% | 1.69% | 1.74% | 1.77% | 1.80% | 1.83% | 1.86% | 1.89% | N/A | N/A | N/A |
| $75,000,000 | 0.50% | 1.05% | 1.55% | 1.70% | 1.75% | 1.78% | 1.81% | 1.84% | 1.87% | 1.90% | 1.93% | 1.95% | N/A |
| $150,000,000 | 0.50% | 1.06% | 1.56% | 1.71% | 1.76% | 1.79% | 1.82% | 1.85% | 1.88% | 1.91% | 1.94% | 1.96% | 1.98% |
| $200,000,000 | 0.50% | 1.07% | 1.57% | 1.72% | 1.77% | 1.80% | 1.83% | 1.86% | 1.89% | 1.92% | 1.95% | 1.97% | 1.99% |
| $300,000,000 | 0.50% | 1.08% | 1.58% | 1.73% | 1.78% | 1.81% | 1.84% | 1.87% | 1.90% | 1.93% | 1.96% | 1.98% | 2.00% |
| $400,000,000 | 0.50% | 1.09% | 1.59% | 1.74% | 1.79% | 1.82% | 1.85% | 1.88% | 1.91% | 1.94% | 1.97% | 1.99% | 2.01% |
| $500,000,000 | 0.50% | 1.10% | 1.60% | 1.75% | 1.80% | 1.83% | 1.86% | 1.89% | 1.92% | 1.95% | 1.98% | 2.00% | 2.02% |
| $600,000,000 | 0.50% | 1.11% | 1.61% | 1.76% | 1.81% | 1.84% | 1.87% | 1.90% | 1.93% | 1.96% | 1.99% | 2.01% | 2.03% |
| $800,000,000 | 0.50% | 1.12% | 1.62% | 1.77% | 1.82% | 1.85% | 1.88% | 1.91% | 1.94% | 1.97% | 2.00% | 2.02% | 2.04% |
| $1,000,000,000 | 0.50% | 1.13% | 1.63% | 1.78% | 1.83% | 1.86% | 1.89% | 1.92% | 1.95% | 1.98% | 2.01% | 2.03% | 2.05% |

B. **Discount Interchange Rate Transaction Rebate**

Should all Participants in aggregate achieve the minimum annual Combined Total Charge Volume required to earn a Volume Rebate as stated above, Bank will pay each Participant a rebate based on annual Discount Interchange Rate Transaction Volume associated with each Program. The rebate will be calculated as the Discount Interchange Transaction Rebate Rate (with categories as determined according to the following schedule) multiplied by the annual Discount Interchange Rate Transaction Volume for each respective category associated with each Program, subject to the rebate adjustments below.

| Discount Interchange Rebate Rate for Combined U.S. One Card, U.S. Single-Use Account, U.S. Purchasing Card and U.S. Corporate Card Programs Volume by Individual Participant | |
|---|---|
| **Discount Interchange Rebate Rate Categories** | **Discount Interchange Rebate Rate @ 29 File Turn Days** |
| Category 1 | 0.90% |
| Category 2 | 0.15% |

**4. REBATE ADJUSTMENTS**

A. **Average File Turn Adjustment**

i. The Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will be adjusted (either increased or decreased as applicable) based on the Average File Turn of Client's Program(s) over a Contract Year ("**Average File Turn Adjustment**").

ii. The Average File Turn Adjustment for each Participant's Program(s) is calculated by determining the difference between Client's actual Average File Turn for such Program(s) and 29. If the Participant's actual Average File Turn for such Program(s) is less than 29, the Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will

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each be increased by 0.0050% for each whole number less than 29. If the Participant's actual Average File Turn for such Program(s) is greater than 29, the Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will each be decreased by 0.0050% for each whole number greater than 29 but less than 46.

iii. If Client's actual Average File Turn under Section 4.A.ii is greater than 45 days, Participant will not qualify for any rebate payment (as described below in the General Rebate Terms Section).

B. **Interchange Rate or Supplier Fee Adjustment**

In the event of a reduction in either interchange rates by the Credit Card Networks or Supplier Fee, Bank reserves the right to adjust the rebate rates and fees accordingly.

**5. GENERAL REBATE TERMS**

A. **Annual Rebates**

i. Rebates will be calculated annually in arrears. Rebate payments will be made in USD within the ninety (90) day period after the end of the Contract Year (the "**Rebate Calculation Period**") via wire transfer to a business account designated by Participant and authenticated by Bank. Payment is contingent upon Bank receiving Participant's wire instructions and Bank's authentication of such instructions prior to the end of the Rebate Calculation Period.

ii. Rebate amounts are subject to reduction by all Credit Losses. If Credit Losses exceed the rebate earned for any Contract Year, Participant shall pay to Bank the amount in excess of the rebate, which invoice shall be due and payable in accordance with the terms of such invoice. If Participant is participating in more than one Program, Bank reserves the right to offset any Credit Losses from one Program against any rebate earned under any other Program. In no event will Bank pay Participant a rebate for the year in which the Agreement is terminated.

B. To qualify for any rebate payment, all of the following conditions must be met.

i. Participant is not in default under the Agreement at the time of rebate calculation and payment.

ii. Account(s) must be current at the time of rebate calculation and payment.

iii. Average File Turn must be less than 46 days (as stated in the Average File Turn Adjustment section).

**6. SETTLEMENT TERMS**

Payment must be received by Bank in accordance with the Settlement Terms. Late payments shall be subject to fees as specified in the Fees Section of this Exhibit. Participants may elect Settlement Terms of 30 & 25, 30 & 14, 30 & 7, 14 & 7, 7 & 1 and 1 & 1 for the U.S. Virtual Card, U.S. Purchasing Card, U.S. Corporate Card and U.S. One Card Program(s).

**7. FEES**

A. **United States**

| The following are the fees associated with U.S. Virtual Card, U.S. Purchasing, U.S. Corporate and U.S. One Card Programs: | |
|---|---|
| **STANDARD SERVICES AND FEES** | |
| Late payment charge | Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter<br>Individual bill: 1% of full amount past due assessed 28 days after end of the Cycle in which payment first became due and each Cycle thereafter |
| International transaction | 1.5% of the US Dollar amount charged |
| Rush card | $25 per card if processed through J.P. Morgan. |
| Standard card | $0.00 |
| **ADDITIONAL SERVICES AND FEES** | |
| Cash advances | 2.5% of amount advanced ($2.50 minimum with no maximum) |
| Convenience check | 2% of check amount ($1.50 minimum with no maximum) |
| Executive card | $75 annual fee per card |

If Client requests services not listed in this schedule, Client agrees to pay the fees associated with such services.

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## Certificate Of Completion

Envelope Id: 9F1E1B7A86954A80A4F3399D242214AC
Status: Completed
Subject: Please DocuSign: City of Fort Worth - 6th Amendment to MCCA.2021.07.28(executioncopy).docx
ECID: NA
Request# (IR#; Service Portal Case#, CardPro# etc):
Source Envelope:
Document Pages: 6
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Lynne Krueger
1111 Polaris Parkway
Columbus, OH 43240
lynne.x.krueger@jpmchase.com
IP Address: 159.53.78.144

## Record Tracking

Status: Original
7/30/2021 8:36:19 AM
Security Appliance Status: Connected

Holder: Lynne Krueger
lynne.x.krueger@jpmchase.com
Pool: JPMC Security Pool

Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Vincent Saia<br>vincent.x.saia@jpmorgan.com<br>Vice President<br>JPMorgan Chase<br>Security Level: Email, Account Authentication (None) | Vincent Saia<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 159.53.78.142 | Sent: 7/30/2021 8:36:52 AM<br>Viewed: 7/30/2021 8:41:32 AM<br>Signed: 7/30/2021 8:42:06 AM<br>Freeform Signing |

**Electronic Record and Signature Disclosure:**
Accepted: 7/14/2021 11:09:33 AM
ID: 0453320d-7754-4a98-9f0f-3c514b99621f
Company Name: JPMorgan Chase

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 7/30/2021 8:36:52 AM |
| Certified Delivered | Security Checked | 7/30/2021 8:41:32 AM |
| Signing Complete | Security Checked | 7/30/2021 8:42:06 AM |
| Completed | Security Checked | 7/30/2021 8:42:06 AM |

| Payment Events | Status | Timestamps |
|---|---|---|

## Electronic Record and Signature Disclosure

# ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

This Electronic Record and Signature Disclosure ("Terms") sets forth the terms and conditions upon which JPMorgan Chase Bank, NA or its affiliates ("JPMorgan") will accept a document signed by an authorized person ("Authorized Signer") of a customer ("Customer") of JPMorgan, using an electronic signature ("E-Signed Document"). Neither Customer nor JPMorgan are obligated to use or accept electronic signatures. The Customer may request that a document presented to it through a Platform be provided for manual signature. JPMorgan may require that the Customer provide a document or instruction manually signed by an Authorized Signer along with evidence of the Authorized Signer's authority to execute such document or instruction.

**1. Eligible Platforms.**
JPMorgan only accepts E-Signed Documents signed through e-signature platforms (each, a "Platform") acceptable to JPMorgan on the terms set forth herein. A list of Platforms is available from JPMorgan upon request.. JPMorgan may accept E-Signed Documents signed through a Platform in instances where the signing event was initiated by JPMorgan or internally by the Customer. E-Signed Documents signed through a Platform must include a signature panel or other indicator evidencing that the document has not been modified since the signature was applied and a certificate of completion or audit trail providing details about each signer on the document, which must include, at a minimum, the signer's email address and timestamp ("Completion Document").

**2. Configuration of Platforms.**
The Customer is responsible for its own use and configuration of each Platform. Security features (including, without limitation, encrypted messages, additional authentication requirements or features designed to prevent a document from being reassigned to another individual for signature) are included on the Platform for the benefit of the Customer (including, without limitation, to mitigate against fraud). By choosing not to use (or, in the case of encryption, not having the capability to use) any one or more security features, the Customer accepts the risks associated with not using such security measures. JPMorgan is not liable for any loss suffered by the Customer as a result of the Customer not using such security measures. The designated recipient of an email received from a Platform may not forward such email to another person for e-signature. If a document is misdirected, the recipient should contact JPMorgan or use functionality within the Platform to reassign the document to an Authorized Signer. The representations and warranties given by the Customer in these Terms will in no way be affected by a Customer's choice not to use a security feature.

**3. Authority Documents; Personal Data.**

The Customer has separately provided JPMorgan with documentation (i) showing or certifying the authority of its Authorized Signers to sign documents on behalf of the Customer and (ii) containing the correct name, business email address, and telephone numbers ("Personal Data") for each Authorized Signer ("Authority Documents"). The Customer represents and warrants that the information contained in the Authority Documents is accurate and complete, and that the Customer will promptly notify JPMorgan if there are any changes to the Authority Documents, including if an Authorized Signer's authority is modified or revoked. JPMorgan is authorized to rely on the information set forth in the Authority Documents until it receives and has had a reasonable time to act on such notice. In instances where JPMorgan initiates the signing event, JPMorgan will share Personal Data with the Platform for the sole purpose of facilitating the e-Signing process, and the Customer and Authorized Signer hereby, and by executing an E-Signed Document, consent to the sharing of such information and waives (to the extent permissible) any restrictions on sharing such information under applicable law. Personal Data will be kept by the Platform for the duration of the e-Signing process and will be deleted after a period of one year.

**4. JPMorgan's Review of E-Signed Documents.**
Upon receiving an E-Signed Document, JPMorgan will review the applicable Completion Document and current Authority Documents to (i) to verify that the signer of the E-Signed Document is an Authorized Signer, and (ii) verify that the email address associated with the electronic signature on the E-Signed Document is the email address of an Authorized Signer. JPMorgan will not verify whether the electronic signature in an E-Signed Document matches the specimen signature held by JPMorgan. The Customer agrees that verification of each E-Signed Document in accordance with this paragraph shall be deemed as prima-facie evidence of its having been duly executed by the Authorized Signer whose electronic signature appears thereon.

**5. Customer Representations and Warranties; Acknowledgements.**
The Customer represents and warrants on a continuous basis that (i) each E-Signed Document has been validly executed by duly Authorized Signer(s) in accordance with the requirements of applicable law in the Customer's place of incorporation and, to the extent relevant, the Customer's constitutional documents; and (ii) each E-Signed Document constitutes a valid, legal, enforceable and binding obligation of the Customer. The Customer acknowledges that JPMorgan has relied on the foregoing representations and warranties when accepting E-Signed Documents. The Customer confirms that each E-Signed Document constitutes an electronic record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such printed copies will be treated to the same extent and under the same conditions as other original business records created and maintained in documentary form.

The Customer represents and warrants that it has commercially reasonable policies and procedures intended to prevent unauthorized access to email messages delivered to any Authorized Signer at the Authorized Signer's business email address, which include the following: (i) each Authorized Signer is assigned a unique business email address; (ii) the Authorized Signer's access to the business email account requires at least the use of a unique username and password; and (iii) the Authorized Signer is required to maintain the security of

the log-in password and other security used to access the business email account and not to reveal them to any other person.

**6. Limitation of Liability; Indemnification.**
JPMorgan assumes no responsibility or liability arising from operation of a Platform or the transmission, treatment or storage of any data by a Platform, including, without limitation, any Personal Data. In consideration of JPMorgan accepting E-Signed Documents, the Customer indemnifies and holds JPMorgan, and its agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) arising out of or resulting from JPMorgan's reliance on these Terms or on an E-Signed Document executed on behalf of the Customer.

**7. Governing Law.**
These Terms and any non-contractual obligations arising out of or in relation to its terms shall be governed by the governing law and forum specified in the related E-signed Document, provided that when there is no governing law specified, these Terms shall be governed by and construed in accordance with the laws of New York and disputes arising out of or relating to its terms or any non-contractual obligations arising out of or relating to its terms will be submitted for resolution to the exclusive jurisdiction of the courts of New York, NY, without reference to the conflicts of laws provisions thereof. The Customer agrees that Personal Data will be subject to the laws and legal procedures of the jurisdictions where Platform's databases are located and to the Platform's data retention policy.

**8. Entire Agreement.**
Except as otherwise agreed, these Terms shall constitute the entire agreement between JPMorgan and Customer with respect to the use and acceptance of electronic signatures. Therefore, any terms and conditions displayed through a Platform, on the Platform's website, or on the Customer website, or any other Customer terms and conditions, related to the use and acceptance of electronic signatures shall not be binding on JPMorgan or the Customer.

These Terms do not apply to Customers in connection with accounts and/or services provided by CB "J.P. Morgan Bank International" (LLC).

If you agree to these terms and conditions, please confirm your agreement by checking the 'I agree' box on the banner ribbon on the web page where you accessed this Consent.

**By checking the 'I agree' box, I agree that:**

- The documents that are subject to this Consent are solely for business or commercial purposes.
- You are under no obligation to deliver future documents electronically.
- You can convert any paper document into electronic form and destroy the original paper document or convert any electronic document to a paper document. The retained form of a converted document shall be deemed to be an original for all purposes. Any converted document shall remain fully enforceable in accordance with its terms. Destroying the

original paper document evidencing a debt, or converting such a document from one form to another, will not constitute forgiveness, novation or cancellation of the debt.

- If there is an inconsistency between this Consent and any provision of another document, the terms of this Consent will prevail
- I can access and read this Consent and each document delivered to me electronically through the DocuSign system.
- I can print this Consent on paper or save it for future reference and access.
- I consent to receive documents electronically through the DocuSign system and any and all documents electronically signed by me are valid and enforceable as if they contained my original signature.

**Commissioners Court - Regular Session** **23.**

**Meeting Date:** 10/05/2021

NetMotion Agreement Renewal

**Submitted For:** Joy Simonton **Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on approving the agreement renewal between Williamson County and Mobile Wireless LLC, in the amount of $64,950.48, to provide NetMotion VPN platform functionality, per the terms of DIR Contract #DIR-CPO-4723, and authorizing execution of the agreement.

### Background

Approval of this agreement provides NetMotion functionality to Williamson County's first responders. The platform gives full network access through a Virtual Private Network (VPN). VPN is the system used to provide secure access from a remote location. This is achieved using encryption over a public internet network. This platform allows staff to "work remotely" through the internet. Legal and Contract Audit have reviewed this agreement. IT has approved this agreement. Department point of contact is Paul Hulse. Funding Source 01.0100.0503.004505.

## Fiscal Impact

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

## Attachments

Mobile Wireless NetMotion

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 09/30/2021 08:49 AM |
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 09:13 AM |
| Form Started By: Mary Watson | | Started On: 09/24/2021 10:25 AM |
| Final Approval Date: 09/30/2021 | | |

9/17/2021

Presented by – Mobile Wireless LLC

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

Re: NetMotion Complete renewal – DIR-CPO-4723

***NetMotion Complete renewal***

| Item | SKU | QTY | Price | Extended Price |
|---|---|---|---|---|
| COMPLETE Platform Full access to the NetMotion platform and all of its features, powering security, visibility and connectivity use-cases. Includes the software defined perimeter (SDP), enterprise VPN and experience monitoring solutions. **(Effective from 11/16/2021 through 11/15/2022)** | NMCOMPCONV | 1052 | $61.74 | $64,950.48 |
| **Total** | | | | **$64,950.48** |

Respectfully,

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

**Commissioners Court - Regular Session** **24.**

**Meeting Date:** 10/05/2021

Consulting Agreement between Williamson County and Kolei Group LLC for Oracle

**Submitted For:** Joy Simonton **Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving the Consulting Services Agreement between Kolei Group LLC and Williamson County for on-demand consulting services supporting Oracle applications, for a total of $20,800.00. Exemption of the services to be provided under the agreement from the competitive bidding proposal requirements are per the County Purchasing Act, pursuant to the discretionary exemption for personal or professional services, as set forth under the Texas Local Government Code, Section 262.024 (a)(4).

### Background

Kolei Group will provide a total of 320 hours of remote on-demand consulting services as needed, at a rate of $65.00 per hour for a total amount not to exceed $20,800.00 for Williamson County's Oracle applications, during the period from October 1, 2021 through September 30, 2022. The department point of contact is Minnie Beteille. The funding source for this requirement is 01.0100.0503.004100.

## Fiscal Impact

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

## Attachments

Kolei Professional Services for Oracle for IT

Kolei signed Service Contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 09/30/2021 09:44 AM |
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 09:47 AM |
| Form Started By: Mary Watson | | Started On: 09/27/2021 03:14 PM |
| Final Approval Date: 09/30/2021 | | |

KOLEIGROUP

Alex Chen - Kolei Group
5114 Balcones Wood Drive
Suite 307-464
Austin, TX 78759

September 07, 2021

Minnie,

Thank you for allowing me the opportunity to assist you with your Oracle EBS professional services need.

As requested, this quote is for professional service provided by Sumanth Kilaru as needed by you and your team on an on-demand basis. This quote is for 320 hours of professional services beginning on October 1, 2021 through September 2022.

Please contact me if you have any question(s). I look forward to working with you and Williamson County again soon.

Regards,

Alex Chen

KOLEIGROUP

# Quotation for Williamson County

| | |
|---|---|
| **Remote On-Demand Professional Services – Sumanth Kilaru**<br><br>Scope of Work:<br><br>Professional services provided by Sumanth Kilaru on an on-demand basis supporting Oracle EBS Applications for Williamson County. All work will be done remotely.<br><br>Hourly Rate:<br>$65/hour<br><br>Terms:<br>October 2021 – September 2022<br>Up to 320 hours<br><br>Contact:<br>Alex Chen<br>Cell: 512-689-4886<br>Email: achen@kolei.com | $20,800.00 |

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

# SERVICES CONTRACT
# FOR ORACLE EBS SUPPORT
# (Kolei Group LLC)

**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 **Kolei Group LLC**, (hereinafter "Service Provider") with offices located at 5114 Balcones Wood Drive, Suite 307-464, Austin, TX 78759. 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.

**Goods and Services:** Service Provider shall provide goods and 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 Proposal/Quotation (dated September 7, 2021), which is incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in the attached Proposal/Quotation, 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 the county's fiscal year 2022 through September 30, 2022 or if terminated earlier pursuant to paragraph X below.

## III.

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is $20,800.00 (based on hourly fees as set forth in attached Proposal/Quotation dated September 7, 2021), unless amended by a change order and approved by the Williamson County Commissioners Court. The County shall only be billed for goods or services actually rendered and received.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

## IV.

**Entire Contract & Incorporated Documents:** 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 Proposal/Quotation (dated September 7, 2021), which is incorporated herein as if copied in full; and**

B. **This Addendum.**

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.

## V.

**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.

## VI.

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

## 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.

## 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 workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

## XIV.

**Confidentiality:** Service Provider expressly agrees that he or she will not use any

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

**XV.**

**Good Faith:** 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:** |
|---|---|
| _____ | Alex Chen |
| Authorized Signature | Authorized Signature |
| _____ | ALEX CHEN |
| Printed Name | Printed Name |
| Date: _____ ____, 2021 | Date: SEPT 28, 2021 |

**Exhibit**
**Proposal/Quotation (dated September 7, 2021)**
**(incorporated herein as if copied in full)**

**Commissioners Court - Regular Session** **25.**

**Meeting Date:** 10/05/2021

Agreement with PowerDMS

**Submitted For:** Joy Simonton **Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

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## Information

### Agenda Item

Discuss, consider and take appropriate action on approving the Agreement between Williamson County and PowerDMS for a policy and compliance management platform software for a total of $25,469.49 for a twelve (12) month period, and authorizing the execution of the agreement.

### Background

The approval of this agreement will benefit the Williamson County IT Department with the ability to create, edit, organize and distribute content from a secure, cloud-based site. Key features included are automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing documents, PowerDMS University and analytics, for advanced reporting. The attached agreement has further details regarding this service and training. Legal and Contract Audit have reviewed this agreement. The department point of contact is Jeff Isbell. The line item being charged is 01.0100.0503.005741.

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## Fiscal Impact

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

## Attachments

PowerDMS agreement with IT

PowerDMS Redacted Quote

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 09/30/2021 08:57 AM |
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 09:14 AM |
| Form Started By: Mary Watson | | Started On: 09/28/2021 10:31 AM |
| Final Approval Date: 09/30/2021 | | |

DocuSign Envelope ID: 30AE860B-8FD4-401D-A7D7-5E06216BFD4F

**PowerDMS, Inc.**
**Software as a Service Agreement**

This Software as a Service Agreement (this "**Agreement**") is entered into by and between _____ ("**Customer**") and PowerDMS, Inc. ("**PowerDMS**"), effective as of the latest date shown on the signature page of this Agreement (the "**Effective Date**"). In consideration of the parties' mutual promises contained in this Agreement, the parties, intending to be legally bound, agree as follows:

1. **Definitions; Construction**

1.1. Definitions.

"**Agreement**" means this Software as a Service Agreement.

"**Customer Data**" means electronic data and information submitted by or for Customer to PowerDMS in connection with the Services.

"**Government Customer**" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

"**Intellectual Property Rights**" means all trade secrets, United States patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trade marks), service marks, trade names, copyrights, moral rights, database rights, design rights, rights in know-how, rights in Confidential Information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, any application for the foregoing, and all rights to enforce the foregoing), and all other equivalent or similar rights which may subsist anywhere in the United States.

"**Malicious Code**" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"**PowerDMS**" means PowerDMS, Inc., a Delaware corporation.

"**PowerDMS Technology**" means the software applications, tools, application programming interfaces (APIs), connectors, programs, networks and equipment that PowerDMS uses to make its software as a service subscription products and related services available to its customers.

"**Service Order**" means an ordering document issued by PowerDMS and executed by Customer, whether or not designated a "Service Order", specifying the Services the Customer is purchasing from PowerDMS, as such Service Order may be amended from time to time as mutually agreed by the Customer and PowerDMS. Service Orders shall not include Customer's purchase order forms.

"**Services**" means the PowerDMS software as a service (SaaS) subscription products and/or professional services described in one or more Service Orders executed by the Customer.

"**Subscription Term**" means the period of time identified on each Service Order, for which PowerDMS has committed to provide, and Customer has committed to pay for, the Services.

"**Users**" means an individual who is an employee or independent contractor of Customer who has been authorized by Customer to use the Services, for whom Customer has purchased a subscription, and to whom Customer (or, when applicable, PowerDMS at Customer's request) has supplied a user identification and password.

"**Volunteered Data**" shall include any and all suggestions, enhancement requests, recommendations, corrections or other feedback provided by Customer or its Users relating to the Services or the PowerDMS Technology as well as any portion of the Customer Data that the Customer submits into the PowerDMS Success Community or

DocuSign Envelope ID: 30AE860B-8FD4-401D-A7D7-5E06216BFD4F

otherwise unambiguously identifies through the Services as being made freely available to PowerDMS or other PowerDMS customers. Volunteered Data shall not include Protected Health Information (PHI), data applicable to or regulated by the Payment Card Industry–Data Security Standards (PCI-DSS), Personally Identifiable Information (PII), or personal data of data subjects within the European Union (EU), European Economic Area (EEA), or Switzerland.

1.2. Construction. This Agreement applies to the provision of all Services. The parties will enter into one or more Service Orders that contain additional terms and conditions applicable to the provision of certain Services. Upon execution by the Customer (or upon becoming effective under Section 7.3), each Service Order will be incorporated into this Agreement. In the event of any conflict between the provisions of this Agreement and any Service Order, the provisions of the Service Order will prevail, but only to the extent of such conflict.

2. **Services**

2.1. Services. PowerDMS will (a) make the Services available to Customer and Customer's Users pursuant to this Agreement and any applicable Service Orders, (b) provide applicable standard support for the Services at no additional charge (or such other level of support specified in a Service Order), (c) use commercially reasonable efforts, using applicable current industry practices, to ensure the Services do not contain or transmit any Malicious Code, and (d) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for planned downtime (of which PowerDMS will give advance notice).

2.2. Subscriptions. Unless otherwise provided in the applicable Service Order, Services are purchased as subscriptions. If Customer elects to increase the number of Users permitted to use the Services pursuant to a subscription, fees for the additional Users will be calculated at the same per User pricing as the underlying subscription and will be prorated for the portion of that subscription term remaining at the time the additional Users are added. Any such modification to a subscription will be confirmed in writing by Customer, and both PowerDMS and Customer shall be subject to the terms of this Agreement with respect to the additional Users and any new Services purchased in connection with such modification.

2.3. Customer Responsibilities. Customer will be responsible for (a) ensuring Customer and its Users comply with terms and conditions of this Agreement and each Service Order, (b) the accuracy, quality and legality of the Customer Data, the means by which the Customer obtained the Customer Data and Customer's use of the Customer Data in connection with the Services, (c) using reasonable efforts to prevent unauthorized access to or use of Services, and provide prompt notice to PowerDMS of any unauthorized access or use, (d) using the Services only in accordance with this Agreement, any applicable Service Orders and applicable laws and government regulations, and (e) allocating the necessary resources and personnel to cooperate with PowerDMS staff in a timely manner to allow the Services to perform.

2.4. Restrictions. Customer acknowledges that PowerDMS does not pre-screen, verify, or endorse the content of the Customer Data that Customer or its Users stores or transmits via the Services. Customer will not, and will ensure its Users do not (a) make any of the Services available to anyone other than Users or use any Services for the benefit of anyone other than Customer and its Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit Protected Health Information (PHI), unless otherwise agreed in writing by the parties, (e) use the Services to store, transmit or process the personal data of data subjects within the European Union (EU), European Economic Area (EEA), Switzerland or the United Kingdom unless otherwise agreed in writing by the parties, (f) use the Services to store or transmit data applicable to or regulated by the Payment Card Industry – Data Security Standards (PCI-DSS), (g) use the Services to store or transmit Malicious Code, (h) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (i) attempt to gain unauthorized access to the Services or its related systems or networks, (j) modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (k) frame or mirror any part of the Services, other than framing on Customer's own intranets or otherwise for Customer's own internal purposes, (l) access the Services for the purpose of building, selling or marketing a competitive product or service or copying any PowerDMS Technology, (m) remove the copyright,

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trademark, or any other proprietary rights or notices included within PowerDMS Technology and on and in any documentation or training materials, (n) disassemble, reverse engineer, or decompile the Services, including PowerDMS Technology or otherwise attempt to obtain or perceive the source code of PowerDMS Technology, or (o) use the Services in a manner which violates any applicable laws.

2.5. Infringing or Restricted Content. PowerDMS reserves the right to delete or disable content stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the Intellectual Property Rights of others, or if PowerDMS otherwise reasonably believes any such content is in violation of Section 2.4.

2.6. Modifications to Services. The Services may be modified by PowerDMS from time to time as it deems necessary to address changes in technology and the needs of its customers, provided that any such modification will not degrade the functionality of the Services in any material manner, unless required by applicable law. PowerDMS will notify Customer in advance of any material modifications.

2.7. Third Party Services. The Services may permit Customer and its Users to access services or content provided by third parties through the Services ("**Third Party Services**"). Customer agrees that PowerDMS is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. PowerDMS makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. PowerDMS may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits PowerDMS to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, PowerDMS will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

3. **Proprietary Rights and Licenses**

3.1. Limited License to Use Services. Subject to the terms and conditions of this Agreement, PowerDMS hereby grants to Customer a non-exclusive, non-transferable, limited, royalty-free license, without right to sub-license, for the term of each Service Order, to access and use, and to permit its Users to access and use, the Services, solely for Customer's operations in its ordinary course of business.

3.2. Limited License to Use Customer Data. Customer hereby grants to PowerDMS a non-exclusive, non-transferable, limited, royalty-free license, without right to sub-license (except to its sub-processors, as required for the provision of the Services), to aggregate, compile, transmit, and otherwise use the Customer Data, as necessary to perform the Services, to create Statistical Data and Anonymized Data for the purposes described in 3.3 below and as otherwise may be agreed in writing by Customer.

3.3. Statistical Data and Anonymized Data. PowerDMS tracks and collects certain information about how Users use the Services and uses the information collected to obtain general statistics regarding the use of the Services and to evaluate how Users use and navigate the Services (collectively, "**Statistical Data**"). PowerDMS may use Statistical Data for PowerDMS's internal analytical purposes, including the improvement and enhancement of the Services and PowerDMS's other offerings. At times, PowerDMS may review the Statistical Data of multiple customers and may combine, in a non-personally-identifiable format, the Statistical Data with Statistical Data derived from other customers and users to create aggregate, anonymized data regarding usage history and statistics (collectively, "**Anonymized Data**"). Anonymized Data will not contain information that identifies or could be used to identify Customer or its Users. Customer agrees that Anonymized Data is not Confidential Information of Customer. PowerDMS may use Anonymized Data to create reports that it may use and disclose for PowerDMS's commercial or other purposes.

3.4. Reservation of Rights. No rights or licenses are granted except as expressly set forth herein. Without limiting the foregoing, subject to the limited rights expressly granted in this Section 3, all right, title and interest (including all related Intellectual Property Rights) in and to (a) the Services and the PowerDMS Technology is retained by PowerDMS, and (b) the Customer Data is retained by Customer.

3.5. Feedback and Volunteered Data. Customer grants PowerDMS a worldwide, perpetual, irrevocable, royalty-free license to use, disclose, reproduce, license or otherwise distribute and incorporate into the Services and the PowerDMS Technology any "**Volunteered Data**".

3.6. Federal Government Use. If the Services or the PowerDMS Technology are made available to a federal government end user, for ultimate federal government end use, technical data and software rights related to the Services include only those rights customarily provided to the public as specified in this Agreement.

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4. **Fees**

4.1. Fees. Customer will pay PowerDMS all fees specified in a Service Order. Except as otherwise specified in this Agreement or in a Service Order, payment obligations are non-cancelable, and fees paid are non-refundable, and quantities purchased cannot be decreased during the relevant Subscription Term.

4.2. Payment Terms. Each Service Order shall specify the fees applicable to the Subscription Term. Except as otherwise specified in a Service Order, fees are billed annually in advance of each year of the Subscription Term, but regardless of the billing cycle, Customer is responsible for the fees for the entire Subscription Term. Fees are due within thirty (30) days from the date of the invoice referencing such Service Order.

4.3. Customer Purchase Orders. Except as otherwise specified in a Service Order, Customer will not require any purchase order to pay fees due or otherwise to perform its obligations with respect to any Service Order. Any reference to a purchase order in a Service Order or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order or in any way be deemed to modify, alter, supersede or supplement any Service Order or this Agreement.

4.4. Taxes. The fees set forth in each Service Order do not reflect any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with Customer's purchase and use of Services, excluding any taxes based upon PowerDMS's personal property ownership or net income. If PowerDMS has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 4.4, PowerDMS will invoice Customer for, and Customer will promptly pay, the amount of such Taxes unless Customer provides PowerDMS with a valid tax exemption certificate authorized by the appropriate taxing authority.

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

4.6. Suspension of Services. If any amount owing by Customer is more than 30 days overdue, PowerDMS may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full.

4.7. Payment Disputes. PowerDMS will not exercise its rights under Section 4.5 or 4.6 so long as Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

5. **Confidentiality**

5.1. Definition of Confidential Information. "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. PowerDMS Confidential Information includes the PowerDMS Technology and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Service Orders (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

5.2. Obligations. The Receiving Party will use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to

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those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

5.3. Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

5.4. Equitable Relief. The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 5, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

6. **Customer Data**

6.1. Data Protection. PowerDMS will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by PowerDMS personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for PowerDMS to rely upon the security processes and measures utilized by PowerDMS's cloud infrastructure providers.

6.2. Data Breach Notification. PowerDMS will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within custody and control (a "**Security Breach**") within 72 hours of PowerDMS's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. Except to the extent required otherwise by applicable law, Customer will have approval rights on notifying any third-party regulatory authority of the Security Breach. If applicable law or Customer's policies require notification of its Users or others of the Security Breach, Customer shall be responsible for such notification.

6.3. Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on PowerDMS's systems using the then existing features and functionality of the Services, PowerDMS will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by PowerDMS, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, PowerDMS will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement.

7. **Term; Termination**

7.1. Term of Agreement. Subject to earlier termination as provided below, this Agreement begins on the Effective Date and continues for as long as any Subscription Terms are in effect.

7.2. Termination for Breach. A party may terminate this Agreement or any Service Order (a) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

7.3. Subscription Term and Renewal. The length of the Subscription Term will be as specified in the applicable Service Order. At least 30 days prior to the expiration of a Subscription Term, PowerDMS will send a new Service Order notifying Customer of the pricing applicable to a renewal subscription for a period equal to the expiring Subscription Term. PowerDMS reserves the right to increase the subscription fees applicable to the renewal subscription. The new Service Order shall be deemed to be effective if Customer (a) returns the executed Service Order to PowerDMS, (b) remits payment to PowerDMS of the fees set forth in the invoice referencing the Service Order, or (c) the Customer or any of its Users access or use the Services after the expiration of the previous Subscription Term.

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7.4. Effect of Termination. Upon termination of this Agreement for any reason, Customer and its Users will cease all use of the Services and, except for PowerDMS's right to receive accrued but unpaid fees and as provided in Section 11.12 (Survival), all rights and obligations of the parties hereunder will automatically cease. Notwithstanding the foregoing, termination will not affect or prejudice any right or remedy that a party possesses with respect to any breach of this Agreement occurring on or before the date of termination. If this Agreement is terminated by Customer in accordance with Section 7.2 (Termination for Breach), PowerDMS will refund to Customer any prepaid fees covering the remainder of the Subscription Term after the effective date of termination.

7.5. Suspension. PowerDMS may suspend Customer's or any User's right to access or use any portion of the Services if PowerDMS determines that Customer's or Users' use of the Services (i) poses a security risk to the Services, PowerDMS or any third party, (ii) may adversely impact the Services, or the networks or data of any other PowerDMS customer, business partner or service provider, (iii) does not comply with this Agreement, a Service Order or applicable law, or (iv) may subject PowerDMS or any third party to liability. PowerDMS will endeavor to provide as much notice as is reasonably practicable under the circumstances, and to reinstate the Services as soon as reasonably practicable following resolution of the issue.

8. **Representation and Warranties; Disclaimers**

8.1. PowerDMS. PowerDMS represents and warrants that (a) it has the full power and authority to enter into this Agreement, to perform its obligations under this Agreement, and to grant the licenses and rights granted to Customer in this Agreement; (b) this Agreement is the legal, valid, and binding obligation of PowerDMS, enforceable against it in accordance with the terms hereof, except to the extent such enforceability may be limited by bankruptcy, reorganization, insolvency or similar laws of general applicability governing the enforcement of the rights of creditors or by the general principles of equity (regardless of whether considered in a proceeding at law or in equity) (c) it will comply with all applicable laws relating to its performance and/or obligations under this Agreement; (d) this Agreement does not conflict with any other contract or obligation to which it is a party or by which it is bound, and (e) it will perform the Services in accordance with this Agreement in a timely, professional and workmanlike manner.

8.2. Customer. Customer represents and warrants that (a) it has the full power and authority to enter into this Agreement, to perform its obligations under this Agreement, and to grant the licenses and rights granted to PowerDMS; (b) this Agreement is the legal, valid, and binding obligation of Customer, enforceable against it in accordance with the terms hereof, except to the extent such enforceability may be limited by bankruptcy, reorganization, insolvency or similar laws of general applicability governing the enforcement of the rights of creditors or by the general principles of equity (regardless of whether considered in a proceeding at law or in equity); (c) this Agreement does not conflict with any other contract or obligation to which it is a party or by which it is bound; and (d) it will comply with all applicable laws relating to its performance and/or obligations under this Agreement.

8.3. Disclaimer of Implied Warranties. THE WARRANTIES SET FORTH IN SECTION 8.1 AND 8.2 ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY POWERDMS AND CUSTOMER, HEREUNDER, RESPECTIVELY. EACH OF POWERDMS AND CUSTOMER EXPRESSLY DISCLAIMS, AND THE OTHER PARTY HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING THE SERVICES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, UNINTERRUPTED ACCESS, THAT THE SERVICES ARE SECURE, OR THAT THE SERVICES WILL BE AVAILABLE CONSTANTLY AND IN AN UNINTERRUPTED MANNER AND ANY OTHER IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, ALL THIRD-PARTY OFFERINGS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. POWERDMS MAKES NO WARRANTY THAT THE SERVICES WILL COMPLY WITH THE LAWS (INCLUDING WITHOUT LIMITATION ANY LAWS RESPECTING DATA PRIVACY) OF ANY JURISDICTION OUTSIDE OF THE UNITED STATES OF AMERICA.

9. **Indemnification**

9.1. By PowerDMS. PowerDMS will defend Customer from and against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the Services infringe or misappropriate such third party's Intellectual Property Rights, provided PowerDMS is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement. The foregoing obligations do not apply with respect to any infringement resulting from the modification

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of the Services or combination of the Services with software, hardware, data, or processes not provided by PowerDMS, the continued use of the Services by Customer after being notified of the alleged infringement or after being informed of modifications that would have avoided the infringement, or Customer's use of the Services in violation of this Agreement or the applicable Service Order.

9.2. By Customer. To the extent permitted by applicable law, Customer will defend PowerDMS from and against claim, demand, suit or proceeding made or brought against PowerDMS (a) by a third party alleging that any Customer Data infringes or misappropriates such third party's Intellectual Property Rights, (b) in connection with Customer's violation of any applicable laws, or (c) in connection with a dispute between a User and Customer, in each case provided that Customer is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement.

9.3. Mitigation. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by PowerDMS to be infringing, PowerDMS may, at its option and expense (a) replace or modify the Services to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Services, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Services.

9.4. Exclusive Remedy. This Section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 9.

10. **Limitation of Liability**.

10.1. Exclusion of Certain Claims. REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COST OF COVER OR SUBSTITUTE SERVICES, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, INCLUDING LOSS OF BUSINESS, REVENUE OR ANTICIPATED PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, POWERDMS SHALL NOT BE LIABLE FOR THE CRIMINAL ACTS OF THIRD PARTIES.

10.2. Limitation of Liability. EXCEPT WITH REGARD TO LIABILITY FOR THE INDEMNITY OBLIGATIONS UNDER SECTION 9 (INDEMNIFICATION), IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE SUM OF ALL AMOUNTS REQUIRED TO BE PAID BY CUSTOMER TO POWERDMS IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE PARTIES ACKNOWLEDGE THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS, THE PRICING AND OTHER TERMS SET FORTH IN THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

11. **General Provisions**

11.1. Entire Agreement. This Agreement, Exhibit A (if applicable), and any Service Orders executed by Customer (or deemed effective under Section 7.3) constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous written, electronic or oral communications, representations, agreements or understandings between the parties with respect thereto. Any Service Order executed or amended, or any Subscription Term specified in any Service Order which is renewed or otherwise extended, shall be subject to the terms and conditions of this Agreement. Except for the terms of any Service Order executed by Customer, any additional, supplementary or conflicting terms supplied by either party (whether in hard copy or electronic form), including those contained or referenced in any invoice, purchase order or policies, are expressly rejected by each party and shall serve only the purpose of identifying the products or services ordered.

11.2. Government Entity Addendum. If Customer is a Government Customer, the Government Customer Addendum (attached hereto as Exhibit A) is hereby incorporated into the Agreement.

11.3. No Waiver. The failure of a party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision.

11.4. Assignment. This Agreement is not assignable, transferable or sublicensable by Customer except with PowerDMS's prior written consent. PowerDMS may assign this Agreement without Customer's consent to a parent, subsidiary, an acquirer of all or substantially all of the assets of PowerDMS or a successor by merger or other

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business combination. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11.5. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such provision will be deemed stricken from the Agreement and the remaining provisions of this Agreement will remain in full force and effect.

11.6. Relationship of Parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect whatsoever.

11.7. Publicity. Unless otherwise provided in the applicable Sales Order, PowerDMS may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.

11.8. No Third Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

11.9. Resolution of Disputes. In the event of a dispute between the parties regarding this Agreement, the parties agree to select a mutually agreeable, neutral third party to help them mediate any dispute that arises under the terms of this Agreement, The parties agree that they shall share equally the cost of the mediation filing and hearing fees and the cost of the mediator; however, each party shall bear its own attorney's fees and associated costs and expenses. If the mediation fails to resolve the dispute, the parties agree that the dispute shall be settled by a single arbiter by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any arbitration award shall be final, binding and conclusive upon the parties and a judgment rendered thereon may be entered in any court having jurisdiction thereof. Except as may be prohibited by law, the arbitrator may, in his or her discretion, award reasonable attorneys' fees and other costs of arbitration to the prevailing party. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Agreement.

11.10. Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given (a) when received, if personally delivered; (b) when receipt is electronically confirmed, if transmitted by facsimile or e-mail; (c) the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and (d) upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be given using the contact information with respect to each party set forth in the applicable Service Order or such other contact information as may be designated by a party by giving written notice to the other party pursuant to this Section 11.10.

11.11. Force Majeure. Neither party will be liable for failure to perform its obligations hereunder, except the obligation to make payment due, to the extent that it's performance is prevented, hindered or delayed as a result of strikes, riots, fires, explosions, acts of God, epidemics, pandemics, acts of terrorism, war, governmental action, labor conditions, internet service interruptions or slowdowns, vandalism or cyber-attacks, or any other cause beyond the reasonable control of such party.

11.12. Electronic Signatures; Counterparts. Signatures and other express indications of agreement sent by electronic means (facsimile or scanned and sent via e-mail or signed by electronic signature service where legally permitted) will be deemed original signatures. This Agreement may be signed in multiple counterparts, each of which will be deemed an original and which will together constitute one agreement.

11.13. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates indicated below.

| **Customer** | **PowerDMS** |
|---|---|
| _____ | PowerDMS, Inc. |
| BY: _____ | BY: DocuSigned by: Nikolai Zavas 8DC7D34D0063493... |
| PRINT NAME: _____ | PRINT NAME: Nikolai Zavas |
| PRINT TITLE: _____ | PRINT TITLE: General Counsel |

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DATE SIGNED: _____ DATE SIGNED: 9/28/2021

**Exhibit A**

**Government Customer Addendum**

This Government Customer Addendum ("Addendum") forms part of the Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and the Agreement, the terms of this Addendum shall control.

1. **Applicability**. The provisions of this Addendum shall apply only if Customer is a Government Customer under the Agreement.
2. **Termination for Non-Appropriation of Funds**. If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. If Customer terminates the Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Agreement.
3. **Indemnification**. If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 9.2 of the Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records**. If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 5 of the Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for PowerDMS to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Resolution of Disputes.** If Customer is prevented from arbitrating a dispute as provided for in Section 11.9 of the Agreement because Customer is subject to federal, state or local law prohibiting agreeing to binding arbitration, the arbitration provisions of Section 11.9 shall not apply, and instead, if mediation fails to resolve the dispute, either party may initiate a legal proceeding in a court of competent jurisdiction.
6. **Cooperative Purchasing**. If Customer is a Government Customer, but is not a U.S. Federal Agency or subdivision thereof, PowerDMS agrees to allow any other state agency, department, political subdivision or instrumentality of the state but in all cases located in the same state as the Customer ("Related Agency") to purchase Services under the terms of the Agreement, at the Related Agency's discretion with the following requirements, exceptions and limitations: (a) any purchases made by a Related Agency shall be transactions between the Related Agency and PowerDMS; for clarity, Customer shall not be responsible for any transactions between the Related Agency and PowerDMS, (b) the terms (including pricing) specified in the Service Orders entered into between PowerDMS and Customer shall not be incorporated into the transactions between the Related Agency and PowerDMS, and (c) the Related Agency will confirm in writing it has the authority to use the Agreement for the purchase and that the use of the Agreement for the purchase is not prohibited by law or procurement regulations or standards applicable to the Related Agency.

PowerDMS t 800.749.5104 f 407.210.0113 www.powerdms.com 101 S. Garland Ave, Ste 300 Orlando, FL 32801

**Service Order**

**Contract Details**

**Account Number:** [redacted]
**Customer:** Williamson County (TX)
**Sales Rep:** Casey Jones

**Order Details**

**Order #:** [redacted]
**Order Date:** 10/30/2021
**Valid Until:** 10/30/2021
**Subscription Start Date:** 10/30/2021
**Subscription Term (months):**

**Customer Contact**

**Billing Contact:** Williamson County (TX) [redacted]
**Address:** 301 SE Inner Loop
Georgetown, TX 78626

**Billing Contact Email:** [redacted]
**Phone:**
**Fax:**

**Payment Terms**

**Payment Term:** Net 30
**PO Number:**
**Notes:**

**Subscription Service**

| Item | Type | Start Date | End Date | Qty | Pro-rated Price | Total |
|---|---|---|---|---|---|---|
| PowerDMS Professional | Recurring | 10/30/2021 | 10/29/2022 | 1,300 | $10,466.52 | $10,466.52 |
| A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting. | | | | | | |
| SSO Service | Recurring | 10/30/2021 | 10/29/2022 | 1,300 | $690.65 | $690.65 |
| Single Sign on Service | | | | | | |
| PowerDMS Training Solution | Recurring | 10/30/2021 | 10/29/2022 | 1,875 | $11,812.32 | $11,812.32 |
| A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. | | | | | | |
| Site Connection Fee - 501+ users | Recurring | 10/30/2021 | 10/29/2022 | 1 | $2,500.00 | $2,500.00 |
| Cost to combine accounts together for 501+ users. | | | | | | |
| | | | | | **TOTAL:** | $25,469.49 |

**Additional Terms and Conditions**

**Payment Terms** All invoices issued hereunder are **due upon the invoice due date.** The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable.

**Terms & Conditions** This Service Order and the services to be furnished pursuant to this Service Order are subject to the terms and conditions set forth in the PowerDMS, Inc. Software as a Service Agreement by and between Customer and PowerDMS, Inc.

Accepted and Agreed By Authorized Representative of:
**Williamson County (TX)**

Signature: _____

Printed Name: _____

Title: _____

Date _____

**Commissioners Court - Regular Session** **26.**

**Meeting Date:** 10/05/2021

Correction to Master Services Agreement with Thyssenkrupp Elevator FY 22

**Submitted For:** Joy Simonton **Submitted By:** Andrew Portillo, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action to acknowledge, authorize execution and record into minutes an additional attachment to the Master Services Agreement (MSA) with Thyssenkrupp for elevator inspection services (original contract approved on 9/28/21 under agenda item #19).

### Background

The MSA with Thyssenkrupp (via purchasing cooperative Omnia #R200502) was previously approved on 9/28/21 under agenda #19 but inadvertently failed to include all attachments. The missing attachment, herein provided, is Work Order and Price Proposal for Inspection Services and needs to be executed and recorded into the minutes. Please note that the terms and conditions on this proposal are supplemented and preempted by the essential terms and conditions on the MSA that was previously approved. Specifically, Section VI. of the MSA resolves conflicting terms between the MSA and this attachment in favor of the county. Department contact: Christi Stromberg.

## Fiscal Impact

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

## Attachments

proposal

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 09/30/2021 11:53 AM |
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 11:55 AM |
| Form Started By: Andrew Portillo | | Started On: 09/03/2021 10:13 AM |
| Final Approval Date: 09/30/2021 | | |

# Omnia Partners Group – Contract # R200502

## for the Protection of Vertical Transportation Equipment

A. THIS AGREEMENT (hereinafter "Agreement") made and entered into on this 1st day of October, 2021 by and between Williamson County Tx, a political subdiviison of the State of Texas, having an address of 3101 SE Inner Loop Georgetown, TX 78626 (hereinafter referred to as "County"), and, TK Elevator Corporation, a Delaware corporation, having an address of 3100 Interstate North Circle SE Suite 500 Atlanta, GA 30339 (hereinafter referred to as "Contractor"). In consideration of the mutual covenants contained herein, Contractor agrees to perform the services described herein and County or its members agree to pay the amounts described herein, all on the terms and conditions set forth in this Agreement.

WHEREAS,

B. The County is engaged either as a real property owner or manager (or as a part in joint ventures or consortiums to that effect); and

C. The Service Provider is engaged in the business of servicing and repairing elevators, escalators and other vertical transportation equipment.

NOW THEREFORE, the Parties hereto agree as follows:

### 1. BACKGROUND

The County and the Service Provider desire to enter into this Agreement as a long term commitment for the maintenance and repair of County's vertical transportation equipment as further described in this Agreement. Under the Agreement the County may issue written requests to the Service Provider to provide certain vertical transportation maintenance services at locations controlled by County. The Agreement is to provide an umbrella for those location-specific written requests for vertical transportation maintenance services issued by the County.

### 2. GOVERNING DOCUMENTS

The following documents form and are an integral part of this Agreement and are to be taken as mutually explanatory of one another. In the case of any ambiguity or discrepancy between the documents forming the Agreement, then the priority of the documents will be in the order as listed below, unless otherwise agreed in writing between the parties:

(a) Each individual location requirement (as specified at the time of ordering by the County). An Location requirement shall be considered "Accepted" if it is fully executed by a duly authorized representative of both the County and the Service Provider and provided to the Service Provider;
(b) This Agreement;
(c) Any other document mutually agreed and signed by the parties, forming part of this Agreement.

### 3. PERFORMANCE

Service Provider will provide the services and/or scope of work applicable to all vertical transportation equipment described on any fully executed and properly delivered Agreement (the "equipment") on the terms and conditions set forth in this Agreement (the "Services"). The term "Property" hereinafter will refer to the real property of the County on which the equipment is located. Service Provider will use trained personnel directly employed and supervised by Service Provider or sub-contractors. They will be qualified to keep County's equipment properly adjusted, and they will use all reasonable care to maintain that equipment in proper operating condition. Service Provider will regularly and systematically examine, adjust and lubricate as required, and, in Service Provider's sole opinion, if conditions warrant, Service Provider will repair or replace all equipment parts and devices not specifically excluded by this Agreement.

The Services shall be performed in a diligent and first class manner, with quality supplies, materials, equipment and workmanship and in such a manner so as to minimize the possibility of any annoyance, interference, or disruption to tenants or other occupants of the Property and their invitees. Upon completion of the Services, Service Provider shall restore the Property to its original condition and shall leave the Property clean and free of all tools, equipment, waste materials and rubbish.

Service Provider will service County's equipment and its component parts in their present condition with the understanding that Service Provider shall neither be required nor obligated to service, make renewals or repairs upon the equipment by reason of negligence, obsolescence, misuse of the equipment, loss of power, blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls or by any other reason or any other cause beyond Service Provider's control, except ordinary wear and tear from the commencement date of this agreement. With the passage of time, equipment technology and designs will change. If any part or component of any equipment described in a NFA cannot, in Service Provider's sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. County will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, Service Provider will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will Service Provider be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Any work not specifically covered under this agreement shall be at County's sole expense.

The Service Provider may propose changes to the Services by informing the County in writing. To be binding, such changes must be approved by authorized representatives of both parties in writing. The Parties may also, at any time, agree to add new Services at agreed prices to be covered by this Agreement. To be binding, such additions must be approved by corresponding authorized representatives of both parties in writing.

**Pledge of County Satisfaction**

3.1 In the event that County elects to undertake an audit of the service provided under this Agreement and any Location(s) Agreement, such audit must be announced in writing at least ten (10) working days in advance. If any non-compliance is identified in writing to the Service Provider at the address set forth in this Agreement, whether pursuant to an audit or under any other circumstances, the Service Provider will begin to take appropriate measures to remedy such non-compliance within thirty (30) days thereafter.

3.2 The County and the Service Provider shall appoint appropriate personnel to meet regularly at local and global levels and at such intervals as is deemed necessary to enable the parties to discuss and review the performance of both parties of their respective obligations under this Agreement. The reviews will take place in order to:

a) Monitor the effectiveness and efficiency with which this Agreement is being implemented;
b) Agree to mutual objectives and timescales;
c) Assess the overall performance of this Agreement by each party;
d) Review business implications, targets and risks;
e) Review whether this Agreement is being conducted in the spirit it was intended; and
f) Assess, under this review process, the need to amend or update the performance criteria included in this Agreement.

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:**

Service Provider shall assume all duties under this Agreement as an independent contractor, and shall not be deemed for any purpose to be an agent, servant, or representative of County. County shall have no direct control of Service Provider, its agents, or subcontractors in the performance of the work hereunder. Nothing contained herein shall be construed to be inconsistent with such independent contractor relationship.

5. **BY HIGHLY-TRAINED SERVICE PROVIDER PROFESSIONALS:**

Service Provider employs and supervises elevator technicians who are among the most trusted in the industry and who will provide all maintenance courteously and dependably. Service Provider's elevator technicians receive ongoing training in general equipment development as well as advancements made to County's specific equipment.

6. **ASSURANCE OF SERVICE PROVIDER'S STANDARD OF QUALITY:**

To help increase elevator performance and decrease downtime, Service Provider's technicians utilize the latest industry methods and technology available to Service Provider for County's specific brand of equipment. They will be equipped with the tools, documentation and knowledge to troubleshoot County's unique system.

Behind Service Provider's technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a family of engineers and field support experts. Service Provider's International Technical Support facility in Texas continuously researches advancements in the industry and in County's equipment.

**7. EXTENT OF COVERAGE:**

Service Provider will perform the following Services with respect to any equipment described on any fully executed ocation requirement:

7.1 TRACTION ELEVATORS:

Service Provider agrees to and shall maintain the traction elevator equipment described on any Location Agreements on the following terms and conditions:

7.1.1 Service Provider will use trained employees directly employed and supervised by Service Provider. Such employees shall be qualified to keep the Equipment properly adjusted, and Service Provider will use all reasonable care to maintain the Equipment in proper and safe operating condition.

7.1.2 Service Provider will regularly and systematically examine, adjust, clean and lubricate the following as required, and if conditions warrant, repair or replace the same:

7.1.2a Machine worm gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, contact linings and component parts;

7.1.2b Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings;

7.1.2c Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers, and all control components;

7.1.2d Controller, selector and dispatching equipment, leveling devices and cams, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, steel selector cable or tape, and mechanical and electrical driving equipment;

7.1.2e Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws;

7.1.2f Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheaves assembly, counterweight and counterweight guide shoes including rollers or gibs;

7.1.2g Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices and all fastening devices and associated reinforcement in attached components;

7.1.2.h Hoistway entrance door sill areas beyond the entrance frame opening; will be cleaned.

7.1.2i Automatic power operated door operator, car door hanger, car door contact, door protective device, car ventilation system platform, load weighing equipment, car safety mechanism, elevator car guide shoes, gibs or roller;

7.1.3 Service Provider shall maintain the individual minimum performance standards defined below:

7.1.3a "Start to Stop Time" as measured from the moment the car begins motion till the time it stops for a single floor run.

7.1.3b "Door Open Time" as measured from the fully closed door position to a fully open stopped position.

7.1.3c "Door Close Time" as measured from the fully open door position to a fully closed stopped position. Door closing pressure shall not exceed 30 lbs.

7.1.3d "Leveling Accuracy" as measured from car sill to landing sill at a fully stopped position under all load conditions.

7.1.3e "Rated Speed" as the same shall be that noted and shall not vary by more than 5% regardless of direction or load.

7.1.4 Service Provider shall maintain the Rated Speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer and perform the necessary adjustments as required to maintain the original Door Open Time and Door Close Time, within limits of applicable codes, or to adjust and maintain revised Door Open Time and/or door close Time upon direction of County.

7.1.5 Service Provider shall maintain smooth ride quality, smooth acceleration and deceleration and comfortable stop.

7.1.6. Service Provider shall maintain positive and quiet door operation with rapid and smooth checking at limits of travel. Service Provider shall annually, check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer or to adjust and maintain revised settings upon direction of County.

7.1.7 Service Provider shall examine periodically all safety devices and governors and conduct an annual no-load test.

7.1.8 Service Provider shall calibrate load-weighing devices to County's selected settings, after annual and, as applicable, five-year safety tests are conducted.

7.1.9 Service Provider shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoist and compensation ropes, lubricate ropes appropriately and when necessary remove all residue and accumulated deposits from the rope surface and shorten ropes and chains as required to provide legal and reasonable bottom clearances.

7.1.10 Service Provider shall repair or replace conductor cables and hoistway and machine room elevator wiring in such a way as to maintain the percentage of spare conductors present at the acceptance of the location requirement. In no case shall the number of spare conductors be less than 5%.

7.1.11 Service Provider shall furnish lubricants compounded to the manufacturer's rigid specifications.

7.1.12 Service Provider shall make other safety tests recommended or directed by all applicable governmental authorities in force at the time of the acceptance of the Agreement. Service Provider shall not be required to install new attachments on the elevators recommended or directed by insurance companies, or by governmental authorities, nor to

make replacements with parts of a different design recommended or directed by insurance companies, or by governmental authorities.

7.1.13 Service Provider shall coordinate all testing requiring an independent witness or inspector with the County's appointed representative.

7.1.14 Service Provider shall not be required to make renewals or repairs necessitated by reason of County's negligence or County's misuse of the Equipment or by reason of any other cause beyond Service Provider's reasonable control except ordinary wear and tear.

7.1.15 Service Provider shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment:

7.1.15a All handicap devices;

7.1.15b All elevator related earthquake devices if applicable

7.1.16 Service Provider shall have no responsibility for the following items of Equipment, which are not included:

7.1.16a the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this Agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2 HYDRAULIC ELEVATORS:

Service Provider agrees to and shall maintain the hydraulic elevator equipment described on any fully executed Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to hydraulic elevators, with the following additions:

7.2.1 Service Provider shall have no responsibility for the following items of Equipment in addition to those listed in provision 7.1.16a above: the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, hydraulic elevator jack, hydraulic elevator outer casing, any type of underground piping or other material, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2.2 Filters, mufflers and muffler components are included.

7.2.3 Service Provider shall periodically examine all safety devices and conduct pressure tests and other tests required by ANSI A1 7.1 or other applicable codes.

7.2.4 Service Provider shall periodically conduct an inspection of hydraulic fluid to detect contaminants and assure proper viscosity, make necessary corrections and replace fluid as required and furnish hydraulic fluid compounded to the manufacturer's rigid specifications.

7.2.5 Service Provider shall clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

7.3 ESCALATORS:

Service Provider agrees to and shall maintain the escalator equipment described on any Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to escalators, with the following additions:

7.3.1. Controller, all relays, contacts, coils, resistance for operating and motor circuits, operating transformers and operating rectifier;

7.3.2 Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks;

7.3.3 Upper drive, upper drive bearings, tension sprocket bearings, upper newel bearings, lower newel bearings;

7.3.4 All balustrade fastenings, deck and trim fastenings (screws, clips, etc.);

7.3.5 Skirt panels and panel finishes;

7.3.6 Escalator under-step lighting and balustrade panel and skirt lighting;

7.3.7 Upper and lower pit equipment spaces, pit lights, trusses and inclined truss pans.

7.3.8 Service Provider shall examine periodically (at intervals not longer than six months) all normal operating devices and equipment in accordance with ANSI A17.1, Section 1007 and conduct annual inspections and tests of all safety devices, brakes, step up thrust devices and governors in accordance with ANSI A17.1, Section 1008. If required, the governor will be calibrated and sealed for proper tripping speed.

7.3.9 Service Provider shall have no responsibility for the balustrade finishes, deck and trim finishes, wedge guards and exterior truss enclosures.

**8. PARTS INVENTORY**

Service Provider maintains a comprehensive parts inventory to support its field operations. Replacement parts are stored throughout North America in Service Provider's facilities and are normally available as necessary. Most specialized parts are available within 24 hours, seven days a week. All replacement parts used in County's vertical transportation equipment will be new or refurbished to meet the quality standards of Service Provider.

**9. TESTING**

Service Provider will, at its discretion and expense, perform governor and safety tests on traction elevators or annual relief pressure tests on hydraulic elevators per local and State codes. Service Provider assumes no responsibility for the operations of the governor or safety on traction elevators, or the hydraulic system on hydraulic elevators, under the terms of this Agreement until all applicable and governmentally-mandated tests have been made. Should the systems not meet applicable safety code requirements, it shall be the responsibility of the County, at its sole cost, to make necessary repairs and to place the equipment in a condition, which will be acceptable for coverage under the terms of this Agreement. Service Provider shall not be liable for damage to the building structure or the elevator resulting from any testing of any type or kind at any time.

10. **COMPLIANCE WITH LAWS:**

The rights and duties arising under this Agreement shall be governed by the laws of the State in which the Property is located. In performing the Services required under this Agreement, Service Provider shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations. In the event that any portion of this Agreement is determined to be against public policy or statute, then all other provisions shall remain in full force and effect.

11. **TERM:**

Service under the terms and conditions of this Agreement shall be for an initial non-cancelable period of one (1) years commencing on the date specified in the fully executed Location(s) Agreement and shall automatically be renewed for successive one ( 1) year periods thereafter, unless either party timely serves written notice upon the other

party of its intention to cancel at least ninety (90) days before the end of the initial one ( 1 ) year period, or ninety (90) days before the end of any subsequent one (1) renewal period. Time is of the essence.

**The term (length of contract) of maintenance agreements signed under the Omnia Contract may exceed the term of the Omnia Agreement. The terms and conditions of the Omnia Agreement in effect at the date the maintenance agreement is signed will remain in effect for the duration of members local maintenance agreement. Maintenance Agreements can be as long as the Omnia members request provided, they are in accordance with local laws and regulations.**

12. **AFTER HOURS WORK**

All Services are to be provided during Service Provider's regular working hours of its regular working days unless otherwise specified below.

For specified locations marked as "Platinum" within the Exhibit "A", any overtime work requested by the County, County agrees to pay us for the difference between regular and overtime labor at our normal billing rates, including travel time, travel expenses, and time spent on the property.

**13. PRICING:**

Pricing (Please See Exhibit A) The Price of Service Provider's service as herein stated shall be specifically set forth on any fully executed Location Agreement(s), payable as agreed upon between the Service Provider and the County. Those prices are net of all taxes, duties and other levies. Those prices are valid for a period of one (1) year, commencing on the effective date of each respective Location(s) Agreement. Each such period of one year (365 consecutive days) shall be called a "Fixed Price Period". Since Service Provider's costs to provide County with the Services may increase, the Service Provider shall review and adjust the Monthly Payment Amount for each Location Agreement(s) at the end of each twelve (12) month period. Eighty percent (80%) of the Agreement price for each Location Agreement(s) shall be adjusted to reflect any increase in labor costs based on the straight time rate of elevator mechanics in the local area where the Property is located. The remaining twenty percent (20%) shall be adjusted to reflect any increase in material costs based on the Producer Price Index for Metals and Metal Products as published by the United States Department of Commerce, Bureau of Labor Statistics. However, in no event shall the total price escalations at the end of each twelve (12) month period be no more than four percent (4%) in any subsequent one (1) year period. Service Provider shall provide thirty (30) days advance written notice to County of all price adjustments referenced in this paragraph.

Should equipment covered by any Location Agreement be modified by the County during the pendency of any Location Agreement the parties will endeavor to reach a written agreement on a modified price for the Services applicable to that equipment. Should those parties fail to reach a written agreement on a modified price then that equipment will be removed from the applicable Location Agreement and the applicable County shall remain financially responsible to the Service Provider for the Service Provider's lost profits associated with the Services originally designated for that piece of equipment at the original, agreed-to price for the remaining term of the applicable Location Agreement. The price is subject to increase in the event the existing equipment is modified from its present state. A service charge of 1 ½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. Time is of the essence.

14. **INSURANCE REQUIREMENTS:**

At its sole expense, Service Provider shall carry and maintain throughout the term of any fully executed Location Agreement the insurance described below. The all risk and liabilities policies must each contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to County.

Before the commencement of the Services, Service Provider shall submit to County a Certificate of Insurance showing that all insurance requirements have been met. If any policy expires during the term of any fully executed Location Agreement(s), it shall automatically be renewed and a new Certificate of Insurance shall be sent immediately to County.

Workers' Compensation Statutory Limits

| | |
|---|---|
| Employer's Liability | $1,000,000 each accident<br>$1,000,000 policy limit-disease<br>$1,000,000 disease-each employee |

General Liability

This shall include all major divisions of coverage and be on a commercial occurrence form. It shall include premises operations, products and completed operations, contractual, and personal injury.

| | |
|---|---|
| Limits Primary: | $2,000,000 each occurrence – BI & PD<br>$2,000,000 general aggregate<br>$2,000,000 personal injury & adv. Injury |

Automobile Liability and Property Damage

This shall be on an occurrence basis with a combined single limit of $2,000,000. It shall include all automobiles owned, leased, hired or non-owned.

**15. COUNTY RESPONSIBLITIES:**

*Product Information.* County agrees to provide Service Provider with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement. County agrees to authorize Service Provider to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back up of the software embodied therein. These items will remain County's property.

*Safety.* County agrees to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. County agrees to report immediately any condition that may indicate the need for correction before the next regular examination. County agrees to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notifying Service Provider at the address and phone number listed on any fully executed Location(s) Agreement at once, and written notice within ten (10) days after any occurrence or accident in or about the elevator. County agrees to provide Service Provider's personnel a safe place in which to work. Service Provider reserves the right to discontinue work in the building whenever, in Service Provider's sole opinion, Service Provider's personnel do not have a safe place in which to work. County agrees to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50°F minimum to 90°F maximum. County also agrees to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, County will contract with others for removal and the proper handling of such liquids.

*Other.* County agrees not to permit others to make alterations, additions, adjustment, or repairs or replace any component or part of equipment during the term of any fully executed Location(s) Agreement. County agrees to accept Service Provider's judgment as to the means and methods to be employed for any corrective work under this agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described in any fully executed Location(s) Agreement, or the premises in which they are located, County agrees to see that such successor is made aware of that Location(s) Agreement and assumes and agrees to be bound by the terms of those documents for the balance of the Location(s) Agreement, and subject to termination herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the Location(s) Agreement.

*Items Not Covered.* Service Provider does not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, intercommunication devices, security systems not installed by Service Provider, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this Agreement.

## 16. EXCLUSIVITY

This Agreement is an exclusive frame agreement, which means that the County only undertakes to buy the Services, or parts thereof, from the Service Provider from the date that this Agreement is fully executed.

## 17. EXCUSABLE DELAYS

The Service Provider shall not be liable for delay in performing or for failure to perform its obligations under this Agreement or any location requirement if such delay or failure results from any of the following causes: (i) Acts of God, (ii) the act of any government or authority (including the denial or cancellation of any export license or other necessary license), (iii) the outbreak of wars, terrorism, insurrections, (iv) fire, explosion, flood (v) and strike, lock-out or other industrial action which is beyond the Service Provider's control or (vi) any other cause of any nature which is beyond the applicable Service Provider's control.

## 18. TERMINATION AND REMEDIES

18.1 The Service Provider has the right (but not the obligation) to terminate this Agreement or any location Agreement with 30 day's prior written notice in case of the County's failure to comply with any terms of this Agreements or any Location Agreement. Termination of a Location(s) Agreement shall not have effect on other existing Locations associated with this Agreement, which shall be completed in accordance with these terms and conditions. If such failure is remedied within the said 30 days period, this right to terminate shall expire.

18.2 The provisions of this Agreement, and the right and remedies of a party in the event of the other party's breach under this Agreement (including the breach of any warranty) are cumulative and are without prejudice to all other rights and remedies available to it and may have at law or otherwise; no exercise by a party of any one right or remedy under this Agreement, or at law or otherwise, shall operate so as to hinder or prevent the exercise of any other such right or remedy. However, in no event shall one party to this Agreement be liable to the other party for any indirect or consequential loss or damage, including but not limited to loss of profit, loss of production, loss of interest or otherwise, which may be suffered by the other party in connection with the entering into or operation of this Agreement.

## 19. ASSIGNMENT

County may not assign, transfer, novate, sub-contract or otherwise dispose of any of its rights and obligations under this Agreement without the prior written consent of the Service Provider. Notwithstanding the above, Service Provider may without the consent of the County; use subcontractors for the performance of any Services purchased by the County under this Agreement or a local agreement. The use of subcontractors to provide Services shall in no way relieve the Service Provider of its responsibilities and obligations towards the County under this Agreement or a local agreement.

## 20. HEALTH & SAFETY, ENVIRONMENTAL AND QUALITY

The Service Provider and the County shall work towards the prevention of accidents aiming for zero accidents and the creation of a safer work environment.

## 21. ETHICAL COMMITMENT

The Service Provider has an extensive corporate compliance program and its employees are expected to maintain the highest level of ethical and legal conduct at all times during the term of the Agreement and expects the County to act in a like manner. Should the County suspect that the Service Provider or its employees have engaged in any illegal or unethical conduct, such suspicions must be reported through the Service Provider's toll-free compliance hotline at 1-866-572-1739.

## 22. MISCELLANEOUS

22.1 The headings in this Agreement shall not affect its interpretation.

22.2 Throughout this Agreement, whenever required by context, the use of the singular number shall be construed to include the plural, and the use of the singular number shall be construed to include the plural, and the use of the plural the singular, and the use of any gender shall include all genders.

22.3 Should any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

22.4 The waiver or forbearance or failure of a party in insisting in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligations in respect of such future performance shall continue in full force and effect.

22.5 In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due thereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

22.6 County hereby waives trial by jury and agrees that this Agreement and any applicable Location(s) Agreement shall be construed and enforced in accordance with the laws of the state where the equipment described on the applicable Location(s) Agreement is located. County further agrees to jurisdiction of the courts, both state and Federal, of the state in which the equipment set forth on the applicable Location(s) Agreement is located as to all matters and disputes arising out of this that Location(s) Agreement.

22.7 The liability of the Service Provider under this Agreement shall not exceed the value of the Services remaining on the then current and unexpired term of the applicable Location(s) Agreement.

22.8 This Agreement supersedes all prior oral or written agreement between the Service Provider and the County and constitutes the entire agreement between the parties with respect to the services and work performed hereunder.

## 23 NOTICES:

Every notice or other communication to be given by either party to the other with respect to this Agreement(s), shall be given by personal delivery, by facsimile or by United States registered or certified mail postage prepaid, return receipt requested, addressed as hereinafter provided. Except as otherwise specified herein, the time period in which a response to any notice or other communication must be made, if any, shall commence to run on the earliest to occur of (a) if by personal delivery, the date of receipt, or attempted delivery, if such communication is refused; (b) if given by telecopy, the date on which such telecopy is transmitted and confirmation of delivery, or attempted delivery, thereof is received; and (c) if sent by mail (as aforesaid), the date of receipt or delivery is refused. Until further notice, notices and other communications under this Agreement shall be addressed to the parties at:

**FILL IN THE CONTACT INFORMATION FOR USA OPERATIONS FOR COUNTY HERE**

TK Elevator Corporation
3100 Interstate North Circle SE Suite 500
Atlanta, GA 30339
Attn: International Account Contract Administrator
**FILL IN FAX NUMBER**

This Agreement has been prepared in duplicate, of which each party has received a copy.

ACCEPTED:

| **PURCHASING COMPANY NAME** | **TK ELEVATOR CORP.** |
|---|---|
| BY: _____ Signature of Authorized Individual | BY: Rebeca O'Connor |
| TITLE: _____ | TITLE: Branch Account Executive |
| DATE: _____ | DATE: 8/09/2021 |
| | **TK CORP.APPROVAL:** |
| | BY: _____ |
| | TITLE: National Accounts Executive |
| | DATE: _____ |

# Exhibit "A"
# Williamson County - Platinum Service Agreement
# Fiscal 2022

TK Elevator agrees to maintain Counties elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

| Building Name | Unit Location | City | Postal Code | Unit Serial # | Contract # | 2021 Monthly Contract | Billing Frequency |
|---|---|---|---|---|---|---|---|
| 355 TEXAS AVE BLDG | 355 TEXAS AVE | ROUND ROCK | 78664-2565 | [redacted] | [redacted] | $ 220.38 | Annually |
| WMSN CO ANNEX | 100 WILCO WAY | GEORGETOWN | 78626-2595 | [redacted] | [redacted] | $ 239.76 | Annually |
| WMSN CO ANNEX | 100 WILCO WAY | GEORGETOWN | 78626-2595 | [redacted] | [redacted] | $ 239.76 | Annually |
| WMSN CO COURTHOUSE | 710 S MAIN ST | GEORGETOWN | 78626-5703 | [redacted] | [redacted] | $ 231.40 | Annually |
| WMSN CO GARAGE | 305 W 4TH ST | GEORGETOWN | 78626-5619 | [redacted] | [redacted] | $ 231.40 | Annually |
| WMSN CO JAIL | 508 S ROCK ST | GEORGETOWN | 78626-5604 | [redacted] | [redacted] | $ 208.78 | Annually |
| WMSN CO JAIL | 508 S ROCK ST | GEORGETOWN | 78626-5604 | [redacted] | [redacted] | $ 208.78 | Annually |
| WMSN CO JAIL | 508 S ROCK ST | GEORGETOWN | 78626-5604 | [redacted] | [redacted] | $ 208.78 | Annually |
| WMSN CO JAIL | 508 S ROCK ST | GEORGETOWN | 78626-5604 | [redacted] | [redacted] | $ 208.78 | Annually |
| WMSN CO JAIL | 508 S ROCK ST | GEORGETOWN | 78626-5604 | [redacted] | [redacted] | $ 208.79 | Annually |
| WMSN CO JAIL EXP | 508 S ROCK ST | GEORGETOWN | 78626-5604 | [redacted] | [redacted] | $ 239.98 | Annually |
| WMSN CO JAIL EXP | 508 S ROCK ST | GEORGETOWN | 78626-5604 | [redacted] | [redacted] | $ 239.98 | Annually |
| WMSN CO JAIL EXP | 508 S ROCK ST | GEORGETOWN | 78626-5604 | [redacted] | [redacted] | $ 239.98 | Annually |
| WMSN CO JAIL EXP | 508 S ROCK ST | GEORGETOWN | 78626-5604 | [redacted] | [redacted] | $ 239.98 | Annually |
| WMSN CO JUSTICE-N | 405 MLK ST | GEORGETOWN | 78626-4901 | [redacted] | [redacted] | $ 219.41 | Annually |
| WMSN CO JUSTICE-N | 405 MLK ST | GEORGETOWN | 78626-4901 | [redacted] | [redacted] | $ 219.42 | Annually |
| WMSN CO JUSTICE-N | 405 MLK ST | GEORGETOWN | 78626-4901 | [redacted] | [redacted] | $ 219.41 | Annually |
| WMSN CO JUSTICE-N | 405 MLK ST | GEORGETOWN | 78626-4901 | [redacted] | [redacted] | $ 205.43 | Annually |
| WMSN CO JUSTICE-S | 405 MLK ST | GEORGETOWN | 78626-4901 | [redacted] | [redacted] | $ 219.42 | Annually |
| WMSN CO JUSTICE-S | 405 MLK ST | GEORGETOWN | 78626-4901 | [redacted] | [redacted] | $ 219.42 | Annually |
| WMSN CO JUSTICE-S | 405 MLK ST | GEORGETOWN | 78626-4901 | [redacted] | [redacted] | $ 219.42 | Annually |
| WMSN CO JUSTICE-S | 405 MLK ST | GEORGETOWN | 78626-4901 | [redacted] | [redacted] | $ 219.42 | Annually |
| WMSN CO JUSTICE-S | 405 MLK ST | GEORGETOWN | 78626-4901 | [redacted] | [redacted] | $ 219.42 | Annually |
| WMSN CO MUSEUM | 716 S AUSTIN AVE | GEORGETOWN | 78626-5709 | [redacted] | [redacted] | $ 205.69 | Annually |
| WMSN CO NORTH CAMPUS EMS TRAINING | 3189 SE INNER LOOP | GEORGETOWN | 78626-6388 | [redacted] | [redacted] | $ 234.34 | Annually |
| WMSN CO PR 2-CP | 350 DISCOVERY BLVD | CEDAR PARK | 78613-2260 | [redacted] | [redacted] | $ 205.75 | Annually |
| WMSN CO TAYLOR ANN | 412 VANCE ST | TAYLOR | 76574-3506 | [redacted] | [redacted] | $ 231.40 | Annually |
| | Contract Monthly Price | | | | | $ | 6,004.48 |

# Work Order – Inspection Proposal

Date: July 28, 2021
Attention: Jeff Hancock / Christi Stromberg
Williamson County Facilities
Address: 3101 SE Inner Loop

City: Georgetown, TX 78626-6317

Building: Williamson County

Address: see attached list
Contract #: US[redacted](C201US)
Serial #: 25 units: see attached list

Provide billing address if different from the mailing address above:

Rt: 23

Purchaser authorizes TK Elevator to perform the following described work on the subject elevators in the above referenced building:

Our records indicate the Annual Safety Tests for your elevators are due by January 9, 2021. The following is our proposal to have the annual safety tests, as required by the State of Texas and the American National Standard Safety Code, witnessed by a QEI Inspector and certified with the State. This covers the cost of providing your choice of a QEI inspector from a list of TKE-approved vendors, plus coordination, notification, transportation, scheduling, handling, and processing.

The cost for providing the inspections and the additional services listed above will be $11,246.00. Inspection fees are not taxable. This does not include the filing fee for the Certificate of Compliance.

TK Elevator will exercise caution and care in the performance of this testing, but will not be responsible for any damage done to the building structure or equipment occasioned by these tests.

**IMPORTANT OWNER INFORMATION:**

*Once you have received your Inspection Report, you as the real property owner, or agent for the real property owner, are required by law to file a copy of each Inspection Report, one (1) per elevator or escalator, and a $20.00 filing fee per unit, with: The Commissioner of the Texas Department of Licensing and Regulation Executive Offices, P.O. Box 12157, Austin, Texas 78711.*
There is a 30-day period from the actual date of inspection to comply with the TDLR letter of code violations.

This Work Order is submitted for acceptance within 30 days from the date executed by TK Elevator.

Purchaser's acceptance of this Work Order together with the terms and conditions printed on subsequent pages hereof and which are expressly made a part of this proposal and agreed to, and its approval by an executive officer of TK Elevator will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. This Work Order specifically contemplates work outside the scope of any maintenance contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

No agent or employee shall have the authority to waive or modify any of the terms of this Agreement without the written approval of an authorized TK Elevator manager.

**AGREEMENT:** unless otherwise stated, you agree to pay as follows: a minimum of **50%** upon signed acceptance and the balance upon completion. If this proposal meets with your approval, please **return one** (1) signed copy with your payment to the **Austin address** listed below.

**Accepted**: Please execute completely to ensure current contact information in our data base

**WILLIAMSON COUNTY FACILITIES**

By: _____
(Signature of Authorized Individual)

_____
(Printed or Typed Name)

Title: _____ Date: _____

Contact Person_____

Telephone No:_____ Ext:_____
Send report(s) to this
Email Address:_____

Building Access Issues?:_____

**TK ELEVATOR CORPORATION**
3615 Willow Springs Road
Austin, Texas 78704

By: KRhoades
(TK Elevator Representative)
Krissy Rhoades, QEI Coordinator
(512) 486-1010, fax: (866) 768-9304
krissy.reeder@tkelevator.com

Date: July 28, 2021

Approved by:_____

Title: Sales Mgr Date:_____

**WILLIAMSON COUNTY**
**ELEVATOR EQUIPMENT**
**SAFETY TESTS DUE DURING THE MONTH OF JANUARY 2021**

**CONTRACT #: US[redacted] (C201US)**

| JOB NAME AND ADDRESS | ELEV # | | SERIAL # | US # | ELBI | DECAL # | CAPACITY | SPEED | PRICE |
|---|---|---|---|---|---|---|---|---|---|
| **JUSTICE CENTER - SOUTH** | 1 | DOVER OIL | [redacted] | US90099 | 2654 | 013824 | 2500 | 125 | $410 |
| 405 MARTIN LUTHER KING | 2 | DOVER OIL | [redacted] | US90100 | | 013823 | 2500 | 125 | $410 |
| GEORGETOWN 78626 | 3 | DOVER OIL | [redacted] | US90101 | | 013822 | 2100 | 100 | $410 |
| | 4 | DOVER OIL | [redacted] | US90102 | | 043117 | 2100 | 100 | $410 |
| | 5 | DOVER OIL | [redacted] | US90103 | | 013821 | 2100 | 100 | $410 |
| **JUSTICE CENTER - NORTH** | 6 | TKE OIL | [redacted] | US90388 | 18599 | 057609 | 5000 | 150 | $410 |
| 405 MARTIN LUTHER KING | 7 | TKE OIL | [redacted] | US90390 | | 057608 | 3500 | 125 | $410 |
| GEORGETOWN 78626 | 8 | TKE OIL | [redacted] | US90521 | | 057754 | 3500 | 125 | $410 |
| | 9 | TKE OIL | [redacted] | US90389 | | 057607 | 3500 | 125 | $410 |
| **WILLIAMSON COUNTY JAIL** | 1 | DOVER OIL | [redacted] | US90104 | 2525 | 013814 | 3500 | 125 | $410 |
| 508 S ROCK ST | 2 | DOVER OIL | [redacted] | US90105 | | 013813 | 4000 | 125 | $410 |
| GEORGETOWN 78626 | 3 | DOVER OIL | [redacted] | US90106 | | 013820 | 4000 | 125 | $410 |
| | 4 | DOVER OIL | [redacted] | US90107 | | 013819 | 2500 | 125 | $410 |
| | 5 | DOVER OIL | [redacted] | US90108 | | 013818 | 4500 | 125 | $410 |
| **JAIL EXPANSION** | 6 | TKE OIL | [redacted] | US90384 | 2525 | 055628 | 4500 | 150 | $410 |
| 508 S ROCK ST | 7 | TKE OIL | [redacted] | US90385 | | 055649 | 2500 | 200 | $410 |
| GEORGETOWN 78626 | 8 | TKE OIL | [redacted] | US90386 | | 055650 | 4500 | 200 | $410 |
| out of srvc per inspctn 1/22/07 | 9** | TKE OIL | N/A | | | | | | |
| | 10 | TKE OIL | [redacted] | US90387 | | 055651 | 2500 | 200 | $410 |
| **GARAGE** | 1G | TKE OIL | [redacted] | US90325 | 16963 | 051476 | 3500 | 150 | $410 |
| 305 W 4TH ST | | | | | | | | | |
| GEORGETOWN 78626 | | | | | | | | | |
| **PRECINCT 2, CEDAR PARK ANNEX** | 1 | DOVER OIL | [redacted] | US89519 | 12088 | 035115 | 2100 | 100 | $410 |
| 350 DISCOVERY BLVD | | | | | | | | | |
| CEDAR PARK 78613 | | | | | | | | | |
| **TAYLOR ANNEX** | 1 | DOVER OIL | [redacted] | US89521 | 14247 | 043985 | 2500 | 95 | $586 |
| 412 VANCE ST | | | | | | | | | |
| TAYLOR 76574 | | | | | | | | | |
| **HISTORY MUSEUM** | 1 | TKE OIL | [redacted] | US90326 | 17244 | 055617 | 2000 | 100 | $410 |
| 716 S AUSTIN AVE | | | | | | | | | |
| GEORGETOWN 78626 | | | | | | | | | |
| **355 TEXAS** | 1 | OTIS OIL | [redacted] | US333766 | 16725 | 044548 | 2500 | 100 | $410 |
| 355 TEXAS AVE | | | | | | | | | |
| ROUND ROCK 78664 | | | | | | | | | |
| **COURTHOUSE** | 1 | SCHINDLER OIL | [redacted] | US313004 | 30170 | 065369 | 2100 | 150 | $410 |
| 710 S MAIN ST | | | | | | | | | |
| GEORGETOWN 78626 | | | | | | | | | |
| **NORTH CAMPUS FACILITIES** | 1 | SCHINDLER OIL | [redacted] | US361585 | 41988 | 97372 | 4000 | 110 | $410 |
| 3189 SE INNER LOOP | | | | | | | | | |
| GEORGETOWN 78626 | | | | | | | | | |
| **GEORGETOWN ANNEX** | 1 | TKE OIL | [redacted] | US442274 | 42623 | 93139 | 3500 | 150 | $410 |
| 3189 SE INNER LOOP | 2 | TKE OIL | [redacted] | US442275 | 42623 | 91340 | 3500 | 150 | $410 |
| GEORGETOWN 78626 | | | | | | | | | |

**TOTAL** $11,246

TOTAL PRICE FOR 27 ELEVATORS
27 OILDRAULIC

Terms and conditions.

TK Elevator assumes no responsibility for any part of the elevator equipment except that upon which work has been done under this agreement. No work, service, examination or liability on the part of us other than that specifically mentioned herein is included or intended. It is agreed that we do not assume possession or control of any part of the equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

We have made no examination of, and assume no responsibility for, any part of the elevator equipment except that necessary to do the work described in this proposal.

It is agreed that thyssenkrupp Elevator's personnel shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our sole opinion, this provision is being violated.

You agree that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than employees of thyssenkrupp Elevator or those of our subcontractors, the work place will be monitored, and prior to and during our presence on the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event our employees, or those of our subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than our employees, or those of its subcontractors, you agree to indemnify, defend, and hold thyssenkrupp Elevator harmless from any and all claims, demands, lawsuits, and proceedings brought against us, or our employees resulting from such exposure. You recognize that your obligation to thyssenkrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Removal and disposal of asbestos containing material is your responsibility.

Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.

INDEMNITY CLAUSE

Purchaser agrees to fully and completely defend, indemnify and hold harmless thyssenkrupp Elevator from any and all claims and lawsuits (whether same is for personal injury, property damage or death of any person) asserted against thyssenkrupp Elevator which allege to have a factual or legal basis in the services contemplated by this contract; regardless of whether such actions arise from the use, operation, repair, installation, or condition of the equipment which is the subject of this contract or its machine room(s), hatchway(s), or component part(s). Purchaser understands and agrees that its obligation to defend, indemnify and hold harmless exist regardless of whether it is alleged or proved that TK Elevator is jointly or solely liable under theory of legal fault, including, but not limited to negligence, gross negligence, strict liability, strict product liability, breach of warranty (whether expressed or implied) or breach of contract. Purchaser recognizes its obligation under this clause includes payment of all attorneys' fees, costs of court and other expenses of litigation incurred by TK Elevator, together with any and all damages (including punitive damages to the extent allowed by law) awarded by court, jury or other competent authority, judgments, settlements, appeal bonds necessary to suspend judgment pending appeal, interest (prejudgment and post-judgment) and attorney's fees awarded to an adverse party arising out of such claims or lawsuits. This indemnification obligation is the broadest allowed by law.

You expressly agree to name TK Elevator as an additional insured in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure us for those claims or losses referenced in the above paragraph. You hereby waive the right of subrogation.

We shall not be liable for any loss, damages or delay caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, acts of God, or any other cause beyond our control, and in no event shall we be liable for consequential damages.

Should loss of or damage to our material, tools or work occur at the erection site, you shall compensate us therefore, unless such loss or damage results from our own acts or omissions.

You agree that all existing equipment removed by TK Elevator shall become the exclusive property of TK Elevator.

We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extension is thereof, shall have been made. In the event of any default by you in the payment, under any other provision of this contract, we may take immediate possession of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financing or continuation statements, which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished you upon request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price.

If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.

You shall bear all cost(s) for any re-inspection of our work due to items outside the scope of this agreement or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

All applicable sales and use taxes, permit fees and licenses imposed upon us as of the date of this proposal, are included in the contract price. You agree to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from you or TK Elevator on account thereof, by any law enacted after the date of this proposal.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, you agree to pay, in addition to any defaulted amount, all attorney fees, collection costs or court costs in connection therewith.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury and do further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in Dallas County, Texas.

The rights of TK Elevator under this agreement shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this agreement.

In the event your acceptance is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this proposal shall govern in the event of conflict.

**Commissioners Court - Regular Session** **27.**

**Meeting Date:** 10/05/2021

Contract Renewal #202171 with The Door Company

**Submitted For:** Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action on renewing the ----------Overhead Door Preventative Maintenance and Emergency Services Agreement for an additional one (1) year term with The Door Company, as approved by the Commissioners' Court under agenda item no. 25 on 01.12.2021.

### Background

The Facilities department is recommending renewing this agreement for one (1) additional year with The Door Company. Service agreement provides preventative maintenance services to maintain the County's rolling steel doors, counter shutters, garage gates, currently 108 devices. Location details are attached herein. The Department Point of contact is Shantil Moore. Estimated amount for FY22 is $56,785.00. Funding Source: 00100.000509.004500 is for the PM service contract, 00100.00509.004510 is for any repairs.

## Fiscal Impact

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

## Attachments

Original Signed agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 09/30/2021 10:40 AM |
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 10:42 AM |
| Form Started By: Johnny Grimaldo | | Started On: 09/30/2021 08:13 AM |
| Final Approval Date: 09/30/2021 | | |

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

# SERVICES CONTRACT FOR PREVENTATIVE MAINTENANCE AND INSPECTIONS (NJC, LLC d/b/a The Door Company)

**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 **NJC, LLC d/b/a The Door Company,** (hereinafter "Service Provider") with primary address at 5840 Williams Dr., Georgetown, TX 78628. 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 Attachment "A" Statement of Work - Automatic Door Annual Preventative Maintenance Services, which is incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in attached Exhibit, 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 the current fiscal year through September 30, 2021. Unless terminated by either party pursuant to paragraph VIII below, the contract may automatically renew for up to two additional one-year terms for fiscal year 2022 and fiscal year 2023. After fiscal year 2023, the contract must be revisited by The County's governing body.

III.

**Consideration and Compensation:** Service Provider will be compensated based on a fee schedule titled **Attachment "C" – Overhead Door Compensation and Fees**, which is incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $56,785.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Additionally, Texas law mandates as follows:

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

IV.

**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.

V.

**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.

VI.

**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.

VII.

**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.

VIII.

**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.

IX.

**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.

X.

**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.

XI.

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

XII.

**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.

XIII.

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

XIV.

**No Assignment:** Service Provider may not assign this Contract.

XV.

**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: |
|---|---|
| Valerie Covey, Presiding Officer<br>Valerie Covey, Presiding Officer (Jan 12, 2021 13:17 CST)<br>Authorized Signature | Authorized Signature |
| Valerie Covey, Presiding Officer<br>Printed Name | Printed Name |
| Date: Jan 12, 2021, 2020 | Date: Dec 17, 2020 |

**Exhibits**
**Attachment "A" Statement of Work**
**Attachment "C" Compensation and Fees**

Williamson County Facilities

3101 SE Inner Loop

Georgetown, TX 78626

**Request for Proposal**

Automatic Door

Annual Preventative Maintenance and

Emergency Services

for

Williamson County, Texas

**Attachment A –**

Automatic Door Annual Preventative Maintenance and Emergency Services

RFP # T1993

**Proposal Information:**

| | |
|---|---|
| **Attachment A** | Automatic Door Annual Preventative Maintenance Services – Statement of Work |
| **Attachment B** | Williamson County Compensation and Fees |
| **Attachment C** | Williamson County Overhead Door and Fees |
| **Attachment D** | Contractors Company Profile |
| **Attachment E** | Contractors Past Projects with Corresponding References |
| **Attachment F** | Williamson County Buildings |

Williamson County
Automatic Door Annual Preventative Maintenance and Emergency Services
**STATEMENT OF WORK**

## 1. INTRODUCTION:

1.1. Williamson County is seeking an automatic door contractor for annual preventative maintenance services for Williamson County building rolling doors, counter shutters, and Automatic Door Full Maintenance Services for automatic door systems (single, sliding, and swing doors) and Annual American Association of Automatic Door Manufacture Inspections at Williamson County owned premises. This RFP is being completed for Facilities Department of Williamson County who is responsible for completing and overseeing automatic door maintenance repairs in Williamson County premises.

## 2. SCOPE:

2.1. This scope of work establishes the minimum requirements for providing automatic door annual preventative maintenance service and installation to Williamson County. The Contractor shall fully and timely provide all deliverable described herein in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State and local applicable laws, standards, rules, and regulations. Contractor shall provide all labor, materials, equipment, and mobilization to complete the services for Williamson County. Non-emergency scheduled work hours are 6 am to 6 pm Monday through Friday, excluding Williamson County observed holidays. All approved emergency work requests will be scheduled accordingly by the Williamson County Contracts Administrator or designee.

## 3. GENERAL INFORMATION:

3.1. This method allows qualified respondents to submit a written proposal addressing pricing, qualifications, capacity to service Williamson County facilities, availability, approach, experience, and additional factors that will be used to ensure successful accomplishment of the requirements set forth herein. Williamson County will review, compare, and evaluate responses based on the criteria and weights identified in this RFP.

3.2. It is Williamson County's intent to establish a qualified contractor to provide automatic door preventative maintenance services at various premises within Williamson County on an Annual basis. Williamson County intends to use the established contract, while reserving the right to obtain service from other sources, if applicable, or perform the service in-house.

## 4. CONTRACT TERM:

4.1. Initial Contract Term: Services shall be for a period beginning on Date of Award and shall expire on or before September 30, 2023.

4.2. Renewal Options: If applicable, at the end of the Initial Contract Term, the Commissioners Court reserves the right to extend the Initial Contract Term, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within the County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by the County to be competitive with current market conditions. However, the County may terminate the contract at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. Any extension will be in twelve (12) month increments for up to an additional forty-eight (48) months, with the terms and conditions remaining the same. The total period of the contract, including all extensions will not exceed a maximum combined period of seventy-two (72) months. The extension of the contract is contingent on the appropriation of necessary funds by the Commissioners Court for the fiscal year in question. Upon the failure of the Commissioners Court to so appropriate in any year, the Respondent may elect to terminate the contract, with no additional liability to the County. The County and the Respondent agree that termination shall be the Respondent's sole remedy under this circumstance.

4.2.1. Contractor(s) may request a change to its hourly billing rates, in writing, a minimum of ninety (90) days prior to renewal for Williamson County's consideration.

4.3. Quantities: Unless this RFP states otherwise, the resulting contract award does not guarantee volume or a commitment of funds.

## 5. INQUIRIES:

5.1. The sole point of contact for inquiries concerning this solicitation is:
- 5.1.1. Williamson County Purchasing Specialist
- 5.1.2. Desk Phone Number: Johnny Grimaldo
- 5.1.3. Email address: 512-943-1553
- 5.1.4. Subject: RFP Williamson County Automatic Door Annual Preventative Maintenance Service

5.2. All communications relating to this solicitation shall be directed to the Williamson County contact person named above. All other communications between a respondent and Williamson County agency staff concerning this solicitation are prohibited. In no instance is a respondent to discuss cost information contained in a response with the Williamson County point of contact or any other staff prior to response evaluation. Failure to comply with these requirements may result in response disqualification.

## 6. TECHNICAL CONTACT:

6.1. Senior Director of Facilities or Designee, Williamson County, 3101 SE Inner Loop, Georgetown, TX 78626 shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery, together with the Purchasing Department. The Technical Contact, together with the Purchasing Department, will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

## 7. PRE-PROPOSAL MEETING:

7.1. **Pre-Proposal conference** is scheduled for:
- 7.1.1. Date: Tuesday, October 13th
- 7.1.2. Time: **9:30 am**
- 7.1.3. Address:
  - 7.1.3.1. Georgetown Annex
  - 7.1.3.2. Room: Purchasing Training Room – P104A
  - 7.1.3.3. 100 Wilco Way
  - 7.1.3.4. Georgetown, TX 78633
- 7.1.4. Attendance at the one (1) scheduled pre-proposal conference is **NOT** mandatory. Respondents are highly encouraged to attend as important information regarding proposal requirements and details of the projects may be discussed in detail. Please do not be late to the pre-proposal conference.

## 8. ESCORTED WILLIAMSON COUNTY FACILITY ACCESS:

8.1. Access to the following Williamson County facilities after award of contract requires escort. Contractor personnel may be required to provide complete identification for all contractor service representatives at the following restricted and escorted facilities prior to or at time of service being performed under this contact. Facilities under this requirement include, but are not limited to:
- 8.1.1. Detention Center, Jail, Treatment and ESOC Premises:
  - 8.1.1.1. JJC
  - 8.1.1.2. SO/Jail
  - 8.1.1.3. CTTC
  - 8.1.1.4. ESOC
  - 8.1.1.5. SOTC
  - 8.1.1.6. CJIS Areas

8.2. Submitted identification, that will become a permanent part of the file records, shall include but not limited to:
- 8.2.1. A photocopy of valid Government Issued Identification
- 8.2.2. Company Identification

8.3. Upon entering and leaving any Williamson County premises, Contractor's service representative may be required to sign in and out at receptionist desk or with the Authorized personnel.

8.4. Contractor's service representative shall log all service work and upon completion of all the work that was performed, Contractor's service representative must certify that the work was completed by obtaining the signature of the Authorized personnel.

8.5. Contractor should be aware that special rules and regulations may apply to work performed at the Williamson County escorted premises and should attempt to become familiar with all applicable procedures.

## 9. CONTRACT ADMINISTRATION RESPONSIBILITY:

9.1. Williamson County shall provide a designated "Contracts Administrator" for the Contract who will serve as the point of contact between Williamson County and the Contractor.

9.2. Schedule reasonable arrangements to make Williamson County facilities available to the Contractor for the performance of service under this contract.

9.2.1. Arrangements include providing a Williamson County personnel contact to escort Contractor personnel performing the scheduled services to restricted or locked area on Williamson County premises.

9.3. Respond to Contractor's request to alter service dates and time within 72 business hours from receipt of request.

9.3.1. Decide any and all questions that may arise as to the quality and acceptability of work performed, and as to the manner of performance and rate of progress of the work.

9.3.2. Determine the amount of work performed and materials furnished which are to be paid under this Contract. Failure of the Contract Administrator or designee during the progress of the Contract, to:

9.3.2.1. Discover, discuss and/or reject unacceptable work;

9.3.2.2. Discover and discuss work not in accordance with the contract;

9.3.2.3. Failure to exercise any remedies in connection therewith, shall not be deemed an acceptance thereof, nor a waiver, of Williamson County's right to full performance of the contract.

9.4. Williamson County will furnish no materials, labor, equipment or facilities unless otherwise provided in the Scope of Work Order Ticket.

9.5. **PROGRAM EVALUATION**:

9.5.1. Williamson County Contract Administrator or designee will continually evaluate the progress of this contract in terms of effectiveness and safety and will require such changes, as are necessary.

9.5.2. Contractor shall take prompt action to correct all identified deficiencies.

9.6. **SCOPE OF WORK ORDER TICKET CHANGES**:

9.6.1. Williamson County Contract Administrator or designee shall make changes within the scope of this contract at any point in time.

9.6.2. Any change must be implemented within thirty (30) business days from the date of receipt by the Contractor of the notification. Any change in pricing, rather increase or decrease, must be provided in writing to the Williamson County Contract Administrator or designee and must receive approval in writing before Contractor makes pricing change(s).

9.6.3. Williamson County Contract Administrator or designee will attempt to provide awarded Contractor with at least 30 days' notice of new address in the event of office relocation or closure of premises. The effective date of any addition or deletion will be no later than five (5) business days after receipt of Williamson's County's written notification of said addition or deletions.

9.6.4. Williamson County Contract Administrator or designee reserves the right, in its sole discretion, to add or delete service locations during the period covered by any resulting contract(s).

## 10. SCHEDULES:

10.1. The schedules for all approved work shall be approved by the Contract Administrator or designee. All schedules must be submitted and approved fifteen (15) days prior, if applicable, may only be altered at the discretion of the Contract Administrator or designee.

10.2. All maintenance services and installation shall be conducted during established business hours, on approved weekends or approved Williamson County holidays.

10.3. Visual inspections, troubleshooting, maintenance repair, or installation that will not interfere with day-to-day business operations in the facilities may be conducted during normal business hours.

10.4. **Emergency Services:**

10.4.1. Contractor shall provide twenty-four (24) hour emergency service contact number(s) and name(s) in case of any urgent issue that may arise. All Emergency service calls response time shall be within one (1) hour.

10.4.1.1. Emergency service calls shall be given priority. An emergency service call is when the situation meets one of the following criteria:

**10.4.1.1.1.** the entrance is unsafe;

**10.4.1.1.2.** a door cannot be closed and secured and causes a security problem;

**10.4.1.1.3.** a door cannot be opened safely; or

**10.4.1.1.4.** the safety mat or hold door open device is inoperative.

10.5. **Service Hours:**

10.5.1. Service shall be made available to Williamson County 365 days per year, 24 hours per day. All services performed under this Contract shall be performed between the hours of 6:00 am and 6:00 pm unless other arrangements are made in advance with the Contract Administrator or designee. No premium charges will be paid for any off-hours work.

10.6. **Business Hours** at a minimum, shall be work performed between 6:00 am and 6:00 pm Monday through Friday, unless hours are extended by Contractor in the offer as agreed upon in the awarded contract.

10.7. **After Hours Service** shall be work performed after 6:00 pm and before 6:00 am.

10.8. **Weekend and Holiday** shall be work performed during Saturday, Sunday or during any Williamson County approved holiday.

10.9. Williamson County Holidays: Holidays observed by Williamson County are listed at http://www.wilco.org/Residents/County-Holidays or by obtaining a list from the Williamson County Contracts Administrator or designee. Williamson County does not specifically require the Contractor to work on these holidays but does require the Contractor to fulfill the requirements of the contract. If this requires the Contractor to work on holidays observed by Williamson County or the Contractor, then Contractor shall fulfill obligations at no additional expense to Williamson County.

## 11. CONTRACTOR'S RESPONSIBILITIES:

11.1. Contractor shall perform annual preventative maintenance services to maintain Williamson County rolling steel doors, counter shutters, and garage gate, which includes all labor, supervisor, and supplies required to complete the full services and all inspections.

11.2. Contractor shall provide annual preventative maintenance service to include American Association of Automatic Door Manufacture (AAADM) inspections, on all Williamson County automatic door systems (single sliding, bi-part sliding, and single swing) that vary in make and model. Reference Attachment B, Compensation and Fee Schedule and Attachment B, Overhead Door and Fees.

11.3. Contractor's shall provide turnkey services in accordance with requirements specified herein and the resulting contract(s) and adhere to Williamson County's Terms and Conditions.

11.4. Contractor's shall provide all labor, materials and equipment necessary to meet requirements of the specified services throughout the term of the contract.

11.5. Contractor is responsible for all costs incurred in the performance of the contract.

11.6. Contractor shall comply with all laws, ordinances, statutes and regulations pertaining to the service requested herein, and shall obtain such permits, licenses or other authorizations, if applicable.

11.7. Contractor shall follow relevant safety rules and conduct the work in a safe manner.

11.8. Contractor shall be prepared and equipped to provide services in a timely manner and on relatively short notice or in accordance with the request for Scope of Work Order Ticket so as to enable Williamson County to meet critical, and at time, unpredictable, time deadlines and schedules.

11.9. Contractor agrees to comply with all terms and conditions contained in this solicitation and resulting contract(s).

11.10. Contractor agrees to conduct all services under this contract by and through appropriate communications with the Contracts Administrator or designee. No work, installation or other services shall be undertaken by contractor except with the prior written direction of the Contracts Administrator or designee. Contractor understands and agrees that work, installation or any other service performed without the prior written direction of Williamson County's Contracts Administrator or designee is work outside the scope of this contract and shall be performed exclusively at contractor's risk and own expense. Contractor agrees to employ competent personnel meeting the requirements outlined in the terms and conditions of this contract, who shall be satisfactory to Williamson County. Personnel assigned to perform services under this contract may not be reassigned without the prior written notification to, and approval from, Williamson County Contracts Administrator or designee.

11.11. Respondent agrees to maintain a branch/office within one (1) hour of Williamson County throughout the duration of this contract. If Contractor has no branch/office within the one (1) hour driving timeframe of Williamson County, one must be set up within ninety (90) days of Contract award, at no cost to Williamson County.

12. **MATERIALS:**

12.1. Contractor shall include all consumables required to keep rolling steel doors, counter shutter, garage gate, and automatic door systems that are not on full service, at full operational status.

12.2. All equipment and materials used by the Contractor shall be specifically designed for the type of door referenced and shall be in good working order and free from defects.

12.3. During the annual inspection, a list of broken or worn out parts needed to bring any door up to full operational status including any parts or supplies (plus the percentage markup authorized on the purchase order), and labor costs shall be listed on a not to exceed quote and sent to the designated Williamson County Contract Administrator or designee via email for approval. If approved, Contracts Administrator will schedule the contractor for repair of the deficiencies. Parts that are broken or worn out that the contractor replaces shall be replaced with parts that meets or exceeds manufacture's specifications.

12.4. Contractor shall procure and maintain, at Contractors expense, all permits necessary to complete work, comply with all laws, regulations, and ordinances applicable to the performance of this contract, and pay all applicable federal, state, and local taxes resulting from such actions. Contactor shall, upon request, provide Williamson County copies of all current permits and maintain current copies on file at Williamson County throughout the term of the contract including optional renewals and extensions.

12.5. Contractor shall not make any equipment alterations or additions without prior written approval from Williamson County Contracts Administrator or designee.

12.6. If delay in work completion is foreseen, Contractor shall immediately notify the Contracts Administrator or designee. Williamson County reserves the right to extend required completion date for delivery of service at the sole discretion of Williamson County. Default in promised work completion or failure to meet specifications, authorizes Williamson County to procure services and/or supplies and materials elsewhere and charge the full increase in cost to defaulting Contractor.

12.7. Williamson County reserves the right to obtain additional proposals or quotes from contractors for projects within or outside the scope of this contract.

12.8. Contractor shall work to accomplish each job within the mutually agreed schedule.

12.9. Contractor shall at all times maintain the Williamson County premises clean and free from vendor equipment, parts, accumulation of scrap and waste materials or rubbish caused by the work under this contract. Contractor is responsible for the delay removal or disposal of all trash and debris created during performance of service under this contract. Contract shall leave the Williamson County premise in a neat and clean condition.

13. **AUTOMATIC DOOR ANNUAL PREVENTATIVE MAINTENANCE REQUIREMENTS:**

13.1. Contractor shall perform annual preventative maintenance services and inspections for all of the following Williamson County rolling steel doors, counter shutter, and garage gate in include, but not limited to:

13.1.1. **Rolling Steel Doors and Counter Shutter:**

13.1.1.1. Contractor shall lubricate all points of friction, balance and align doors.

13.1.1.2. Contractor shall tighten all doo hardware.

13.1.2. **Operations:**

13.1.2.1. Contractor shall test all operating station and safety accessories such as photo eyes, bottom safety edges and take up reels/coil cords. Adjust drive chain to proper tension and set limits.

13.1.2.2. Contractor shall test doors for proper operations.

13.1.3. Automatic sliding and single swing doors Services Requirements:

13.1.3.1. Contractor shall provide annual services and annual AAADM inspections for Williamson County existing automatic door systems (single sliding, bi-part sliding, and wing) to include, but not limited to inspections, lubrications of all points of friction and checking door(s) for proper operations to include and necessary adjustments.

14. **RESPONSE TIME:**

14.1.1. Contractor shall acknowledge receipt of Williamson County's request for Work Order Proposal by electronic communication (email) within twenty-four (24) hours from receipt of request.

14.2. Contractor understands and agrees that no guaranteed minimum number of Work Authorizations or amount of work will arise from this Contract.

14.3. Upon receipt of a Work Authorization, Contractor shall respond to the Contract Administrator or designee within twenty-four (24) hours. Contractor shall perform all work under a Work Authorization within the timeframe agreed upon; if Contractor cannot perform the work within timeframe stated, Contractor may be subject to liquidated damages up to twenty percent (20%) of total cost of the Work Authorization.

14.4. Contractor shall check in and out with the Contract Administrator to ensure that the Contract Administrator logs the commencement and completion times for the "Service Ticket", or summary list, for the services performed under a Work Authorization. Contractors shall provide the following information on the Service Ticket:

14.4.1. building name;

14.4.2. floor number;

14.4.3. name of Contractor personnel performing the work;

14.4.4. start and end worked hour;

14.4.5. itemized list of parts/material used/replaced; and

14.4.6. narrative description of what the technician found that was causing the problem(s) and what was done to correct the problem(s)

14.5. **GENERAL REQUIREMENTS:**

14.5.1. **Waste Removal:**

14.5.1.1. Contractor shall keep the premises clean on a continual basis, and no trash or debris will be permitted to accumulate in work areas. Contractor shall be responsible for removal and disposal of all debris and waste materials associated with this Contract.

14.5.2. **Security and Identification:**

14.5.2.1. Contractor shall abide by all procedures and rules as conveyed by Williamson County's Contract Administrator regarding security requirements of the property where work is to be performed.

14.5.3. **Uniforms and Protective Clothing:**

14.5.3.1. All Contractor personnel working in or around Williamson County facilities designated under this contract shall wear distinctive uniform clothing. The Contractor shall determine and provide additional personal protective equipment required for the performance of work.

14.5.3.2. Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

14.5.3.3. Contractor personnel shall wear clean and presentable clothing: no shorts or open toed shoes.

14.5.3.4. Contractor personnel shall display their name and Contractor identification information at all time while performing services under this contract.

14.5.4. **Transportation:**

14.5.4.1. Vehicles used by the Contractor shall be identified in accordance with state and local regulations and shall be operated in a safe manner on Williamson County premises.

14.5.4.2. Contractor vehicles must meet Texas Department of Transportation requirements.

14.5.4.3. Contractor shall provide and maintain proper vehicle insurance coverage as required by Williamson County.

14.5.4.4. Throughout the term of this contract, the Contractor shall maintain a current business license issued by the Texas Department of Licensing and Regulations.

14.5.4.5. All Contractor personnel providing services under this contract must maintain licensing (in categories appropriate to the work being performed).

14.5.5. Williamson County Facilities department is responsible for providing emergency building services and equipment repair during emergency evacuation situations and requests cooperation from all contractors providing on-call services to Williamson County. During a wide-scale emergency, Contractors may be contacted to provide services and/or equipment. Contractors must agree that Williamson County's request for services will be a top priority.

15. **BILLING:**

15.1. Contractor shall submit monthly itemized invoices, including all required reports and supporting documents detailed in this contract, to the Contract Administrator for service rendered on or before the 5th business day following the end of each month. Invoices received before services are 100% completed or materials are in installed will be disputed and returned to the Contractor. No invoices will be submitted by the Contract Administrator for payment until services and materials are verified.

15.2. Invoices shall contain the following information prior to the Williamson County Contract Administrator or designee submitting for payment processing:

15.2.1. Name and address of Contractor;
15.2.2. Contractor's Texas Identification Number;
15.2.3. Contractor's invoice remittance address;
15.2.4. Itemized and detailed description of services provided; and
15.2.5. Total price for each product and/or service provided.

15.3. Williamson County fiscal year is October 1st – September 30th. Invoices for services rendered and materials installed must be paid in the appropriate fiscal year.

15.4. Contractor agrees to conduct all its services under this Contract by and though appropriate communications with Williamson County's Contracts Administrator or designee. Contractor understands and agrees that services performed, or materials provided without the prior written direction of Williamson County Contracts Administrator is work outside the approved Work Authorization and this Contract, shall be performed exclusively at Contractor's risk and own expense.

16. **SUBCONTRACTING:**

16.1. Subcontractors providing service(s) under this contract shall meet the same qualifications and service requirements and provide the same quality of services required of the Contractor.
16.2. No subcontractor under this contract shall act as the primary vendor of responsibility for the services.
16.3. The Contractor shall be the only contact for Williamson County Contracts Administrator or designee and subcontractors.
16.4. The Contractor shall manage all quality and performance, project management, and schedules for subcontractors.
16.5. Contractor shall be held solely responsible and accountable for the completion of all work for which the Contractor has subcontracted.
16.6. Williamson County Contracts Administrator or designee retains all rights to check subcontractor's background and make determination to approve or reject the use of submitted subcontractor(s).
16.7. Any negative response may result in disqualification of the subcontractor.
16.8. Williamson County Contracts Administrator or designee retains all rights to request removal of Contractor's subcontractor staff deemed unsatisfactory by Williamson County.
16.9. Subcontracting shall be at the Contractor's expense.

**17. CONTRACTOR ACCESS:**

17.1. Access routes, entrance gates or doors, parking and storage areas, and other necessary Contactor access, along with any imposed time limitations shall be designated by Williamson County's Contract Administrator. Contractor shall conduct operations in strict observation of the access routes and other areas established. Under no circumstances shall any of Contractor's personnel, vehicles, or equipment enter or move upon any area not authorized by Williamson County Contract Administrator or designee for access by Contractor.

**18. TRAVEL TIME:**

18.1. Travel time to and from job site is not reimbursable under this Contract. Contractor shall ensure that the authorized Williamson County representative or designee logs the start and completion time on the service tickets for the services rendered. Any work not logged is subject to withholding or delay of acceptance or payment, at the sole discretion of Williamson County Contract Administrator or designee.

**19. TRAINING OF WILLIAMSON COUNTY PERSONNEL:**

19.1. Contractor shall provide training to Williamson County designated personnel for overhead doors, equipment, and parts installed, upon request by the Contract Administrator or designee.
19.2. Contractor shall provide hands on training to ensure staff are familiar with systems, upon request.
19.3. Contractor shall provide training to Williamson County designated personnel for materials and materials used to ensure understanding of the application process and importance of the requirements.

**20. DISPOSAL OF SALVAGEABLE ITEMS:**

20.1. Contracts Administrator or designee shall mark and/or otherwise inform the Contractor of any material that will be salvaged by the Williamson County. Disposal may include depositing in a central location for salvage by the Williamson County or delivery to the Williamson County's warehouse located at 301 S.E., Inner Loop, Georgetown, TX 78626 or such other location as determined by the Contract Administrator or designee.

**21. TOBACCO USE:**

21.1. Tobacco Free - Contractor personnel and subcontractors are prohibited from using tobacco products while performing services under this contract.
21.2. Intoxication and Drug Free - Contractor personnel and subcontractors are prohibited from the use of or possession of any kind of illegal drugs or performing any services under this contract while intoxicated.
21.3. If Contractor personnel or subcontractors are found intoxicated, using or in possession of any kind of illegal drug while on Williamson County premises or performing services under this contract, it may result in contract termination.

22. **PERFORMANCE WARRANTY** - All work performed under this Contract shall be in accordance with applicable terms and conditions of this Contract and of local codes and ordinances and any other authority having lawful jurisdiction. Contractor shall guarantee all work included in the Contract against any defects in workmanship and shall satisfactorily correct, at no cost to Williamson County, any such defect that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon the date of acceptance by Williamson County.

23. **MATERIAL WARRANTY** - All material and equipment furnished under this Contract is guaranteed by Contractor to be in compliance with this Contract, fit and sufficient for the purpose intended, new and free from defects. Materials furnished under this Contract shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED, OR DISCONTINUED MODELS OR MATERIAL ARE NOT ACCEPTABLE. The warranty period for Contractor-provided materials shall be for a period of one (1) year after completion of the installation or within the manufacturer's warranty, whichever is longer. The warranty period shall commence upon date of acceptance by Williamson County. Contractor shall provide Williamson County's Contract Administrator with all manufacturers' warranty documents within five (5) business days of completion of each project.

24. **NOTICE OF DEFECTS:**

24.1. Contractor shall notify the Contract Administrator prompt notice of any defective work or which the Contractor has actual knowledge. Prompt notice of all defective work of which Contract Administrator has actual knowledge may be given to the Contractor. Payment may be withheld by the Contract Administrator for identified defective work until such time as the Contract Administrator has determined the defective work has been corrected.

25. **OPERATIONS AND MAINTENANCE MANUALS:**

25.1. Contractor shall provide Operations and Maintenance Manuals for all equipment and parts installed as part of the work under this contract, upon request by the Contract Administrator. Contractor shall compile all specified instructions, maintenance manuals and operations date.

25.2. **FREIGHT AND SHIPPING COSTS:**

25.2.1. Freight and shipping costs are not an allowable expense under this Contract. Expedited shipping charges, with prior approval from the Williamson County Contract Administrator, may be allowed.

26. **EVALUATION CRITERIA:**

26.1. The Evaluation Committee will evaluate the proposals and rank them from the one most likely to the one least likely to meet the needs of Williamson County, and satisfy the requirements of the RFP. Williamson County may call for interviews to clarify information received in the proposal. In addition to interviews, or if the proposals are very closely ranked, Williamson County reserves the option to enter discussion on pricing and/or other portions of the proposal and may request Best and Final offers if it is determined to be in the best interest of Williamson County. However, offering firms are cautioned that Williamson County may proceed with an award based on information received in the original proposal and subsequent interviews without calling for additional discussions or Best and Final offers.

26.2. Listed below is a summary of all information to be included in a proposal submitted in response to this RFP. Proposals submitted without all of the required information will be consider non-responsive and may be rejected. Williamson County reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of Williamson County.

26.3. Evaluation of the proposal will be based on the following criteria. Specific weighting shall be used. The following criteria are listed in order of greatest importance:

26.3.1. **Response shall include:**
- 26.3.1.1. Attachment B – Compensation and Fees Schedules
- 26.3.1.2. Attachment C – Overhead Door Compensation and Fee
- 26.3.1.3. Attachment D – Company Profile
- 26.3.1.4. Attachment E – Past Projects with Corresponding References

26.3.2. **COMPANY INFORMATION: <P/F>**
- 26.3.2.1. Acceptable Documentation and Company Information – Attachment C
  - 26.3.2.1.1.1. Including, but not limited to the following:
    - 26.3.2.1.1.1.1. company description;
    - 26.3.2.1.1.1.2. ownership information;
    - 26.3.2.1.1.1.3. physical and mailing address;
    - 26.3.2.1.1.1.4. other company locations/offices;
    - 26.3.2.1.1.1.5. primary contact; and
    - 26.3.2.1.1.1.6. office, mobile telephone number(s) and email of company's primary contact.
- 26.3.2.1.2. Contractors shall fully complete and submit Attachment B – Company Profile to comply with this requirement.

26.3.2.1.3. **QUALIFICATIONS AND EXPERIENCE:** Demonstrated ability to provide products and services including Past Performance and References. Financial stability of the firm. Offeror is properly licensed/certified to provide products and services.

26.3.2.1.4. **FIANCIAL DISCOSURE:** History of company, including length of time company has been in business, certification, license,

26.3.3. **COMPENSATION AND FEES: <30 pts>**

26.3.3.1.1. Respondents may not add qualifications, conditions, exceptions, variations or additional items to the proposal, or otherwise modify the pricing structure of the RFP in any manner. Any such modifications will not be considered for evaluation, and may be cause for rejection of the proposal, at the full and sole discretion of Williamson County.

26.3.4. **LITIGATION HISTORY: <P/F>**

26.3.4.1.1. Provide details of all litigation history, including but not limited to administrative claims and proceedings and arbitration within the past five (5) years**.**

26.3.4.1.2. Respondents involved in litigation, depending upon the circumstances of the litigation, may be disqualified at the sole discretion of Williamson County.

26.3.5. **REFERENCES: <15 pts>**

26.3.5.1.1. Include a minimum of three (3) references from clients for whom similar services were performed or products were provided.

26.3.5.1.2. Include project description, contact names, position, company name, telephone number, and email address for each reference.

26.3.6. **VALUE ADDED SERVICES: <20>** Training and other services offered that add value to Williamson County utilizing the contract.

26.3.7. **RESPONSIVENESS: <10>** Offeror's overall responsiveness and ability to provide all information requested, comply with terms and conditions, and clearly stating and understanding the scope of work.

26.3.8. **PRODUCTS, SERVICES AND SOLUTIONS OFFERED: <5>** Overall range of products and ability to meet needs of Williamson County.

26.4. **Contractors Qualifications: <25 pts>**

26.4.1. Attachment D **–** *Past Projects,* submit a minimum of three (3) and a maximum of five (5) projects completed, within the past five (5) years by your organization. List the projects in order of priority, with the most relevant project first.

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| Building Name | City | Bld # | Door # | Location in building | Opening Process | Operator Location | Power | Make | Model | Material | Height(f | Width | Service Type | Annual Price Per Door | Extension |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Historic Courthouse | Georgetown | 1000 | 1 | Interior 3rd Floor near Audit | Roll Up | Inside Right | Electric | | | chainmail | 12 | 10 | Full Service | $ 387.00 | $ - |
| Jail | Georgetown | 1008 | 1 | 6th & Forest Left | Roll Up w/ chain L | Controlled by Jail | Electric | Lift Master | Logic 5.0 | chainmail | 12 | 11 | Full Service | $ 499.00 | $ - |
| Jail | Georgetown | 1008 | 2 | 6th & Forest Right | Roll Up w/ chain L | Controlled by Jail | Electric | Lift Master | Elite Series 4.0 | chainmail | 12 | 11 | Full Service | $ 499.00 | $ - |
| Jail | Georgetown | 1008 | 3 | 4th & Rock Left | Roll Up w/ chain L | Controlled by Jail | Electric | Lift Master | | chainmail | 16 | 12 | Full Service | $ 499.00 | $ - |
| Jail | Georgetown | 1008 | 4 | 4th & Rock Right | Roll Up w/ chain L | Controlled by Jail | Electric | | | chainmail | 16 | 14 | Full Service | $ 499.00 | $ - |
| Jail | Georgetown | 1008 | 5 | Forest | Roll Up w/ chain R | Controlled by Jail | Electric | Lift Master | old | chainmail | 12 | 12 | Full Service | $ 499.00 | $ - |
| Jail | Georgetown | 1008 | 6 | Forest Middle | Fold to the sides | Controlled by Jail | Electric | Lift Master | | Solid Metal | 11 | 14 | Full Service | $ 499.00 | $ - |
| Jail | Georgetown | 1008 | 7 | Forest North | Fold to the sides | Controlled by Jail | Electric | Lift Master | | Solid Metal | 11 | 14 | Full Service | $ 499.00 | $ - |
| Jail | Georgetown | 1008 | 8 | Interior Sally Port North L | Roll Up w/ chain L | Controlled by Jail | Electric | Lift Master | old | chainmail | 12 | 11 | Full Service | $ 499.00 | $ - |
| Jail | Georgetown | 1008 | 9 | Interior Sally Port North R | Roll Up w/ chain L | Controlled by Jail | Electric | Lift Master | old | chainmail | 12 | 11 | Full Service | $ 499.00 | $ - |
| Jail | Georgetown | 1008 | 10 | Interior Sally Port South L | Roll Up w/ chain R | Controlled by Jail | Electric | Lift Master | old | chainmail | 12 | 11 | Full Service | $ 499.00 | $ - |
| Jail | Georgetown | 1008 | 11 | Interior Sally Port South R | Roll Up w/ chain R | Controlled by Jail | Electric | Lift Master | old | chainmail | 12 | 11 | Full Service | $ 499.00 | $ - |
| Medic 42 | Taylor | 1015 | 1 | Front of the building | Roll overhead on track w/chain | | Electric | *Very Old* | | 5 Metal Horizontal Pannels | 9 | 15 | Full Service | $ 387.00 | $ - |
| Central Maint Facility | Georgetown | 1026 | 1 | Exterior Parts Room | Roll up | | Electric | | | Metal 2 small windows | 8 | 6 | Full Service | $ 399.00 | $ - |
| Central Maint Facility | Georgetown | 1026 | 2 | Main Building South Side Farthest Right | Roll overhead on track w/ chain on the right | Inside on Right | Electric | Overhead Door | | 6 Horizontal Metal Pannels w/ 3 glass windows | 12 | 12 | Full Service | $ 399.00 | $ - |
| Central Maint Facility | Georgetown | 1026 | 3 | | Roll overhead on track w/ chain on the left | Inside on Left | Electric | Overhead Door | | 6 Horizontal Metal Pannels w/ 3 glass windows | 12 | 12 | Full Service | $ 399.00 | $ - |
| Central Maint Facility | Georgetown | 1026 | 4 | | Roll overhead on track w/ chain on the right | Inside on Right | Electric | Overhead Door | | 8 Horizontal Metal Pannels w/ 3 glass windows | 16 | 12 | Full Service | $ 399.00 | $ - |
| Central Maint Facility | Georgetown | 1026 | 5 | | Roll overhead on track w/ chain on the left | Inside on Left | Electric | Overhead Door | | 8 Horizontal Metal Pannels w/ 3 glass windows | 16 | 12 | Full Service | $ 399.00 | $ - |
| Central Maint Facility | Georgetown | 1026 | 6 | | Roll overhead on track w/ chain on the right | Inside on Right | Electric | Overhead Door | | 8 Horizontal Metal Pannels w/ 3 glass windows | 16 | 12 | Full Service | $ 399.00 | |
| Central Maint Facility | Georgetown | 1026 | 7 | Main Building South Side Farthest Left | Roll overhead on track w/ chain on the left | Inside on Left | Electric | Overhead Door | | 8 Horizontal Metal Pannels w/ 3 glass windows | 16 | 12 | Full Service | $ 399.00 | |
| Central Maint Facility | Georgetown | 1026 | 8 | Smailer Building South Right | Roll overhead on track w/ chain on the left | Inside on Left | Electric | Overhead Door | | 6 Horizontal Metal Pannels w/ 3 glass windows | 12 | 12 | Full Service | $ 399.00 | |
| Central Maint Facility | Georgetown | 1026 | 9 | Smailer Building South Mid | Roll overhead on track w/ chain on the left | Inside on Left | Electric | Overhead Door | | 6 Horizontal Metal Pannels w/ 3 glass windows | 12 | 12 | Full Service | $ 399.00 | $ - |
| Central Maint Facility | Georgetown | 1026 | 10 | Smailer Building South Left | Roll overhead on track w/ chain on the left | Inside on Left | Electric | Overhead Door | | 8 Horizontal Metal Pannels w/ 3 glass windows | 16 | 12 | Full Service | $ 399.00 | $ - |
| Central Maint Facility | Georgetown | 1026 | 11 | Smailer Building North Right | Roll overhead on track w/ chain on the left | Inside on Left | Electric | Overhead Door | | 8 Horizontal Metal Pannels w/ 3 glass windows | 16 | 12 | Full Service | $ 399.00 | $ - |
| Central Maint Facility | Georgetown | 1026 | 12 | Smailer Building North Mid | Roll overhead on track w/ chain on the right | Inside on Right | Electric | Overhead Door | | 6 Horizontal Metal Pannels w/ 3 glass windows | 12 | 12 | Full Service | $ 399.00 | $ - |
| Central Maint Facility | Georgetown | 1026 | 13 | Smailer Building North Left | Roll overhead on track w/ chain on the right | Inside on Right | Electric | Overhead Door | | 6 Horizontal Metal Pannels w/ 3 glass windows | 12 | 12 | Full Service | $ 399.00 | $ - |
| Central Maint Facility | Georgetown | 1026 | 14 | Main Building North Side Farthest Right | Roll overhead on track w/ chain on the right | Inside on Right | Electric | Overhead Door | | 6 Horizontal Metal Pannels w/ 3 glass windows | 12 | 12 | Full Service | $ 399.00 | $ - |
| Central Maint Facility | Georgetown | 1026 | 15 | | Roll overhead on track w/ chain on the right | Inside on Right | Electric | Overhead Door | | 8 Horizontal Metal Pannels w/ 3 glass windows | 16 | 12 | Full Service | $ 399.00 | $ - |

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Central Maint Facility | Georgetown | 1026 | 16 | | Roll overhead on track w/ chain on the left | Inside on Left | Electric | Overhead Door | 8 Horizontal Metal Pannels w/ 3 glass windows | 16 | 12 | Full Service | $ | 399.00 | $ - |
| Central Maint Facility | Georgetown | 1026 | 17 | | Roll overhead on track w/ chain on the right | Inside on Right | Electric | Overhead Door | 8 Horizontal Metal Pannels w/ 3 glass windows | 16 | 12 | Full Service | $ | 399.00 | $ - |
| Central Maint Facility | Georgetown | 1026 | 18 | | Roll overhead on track w/ chain on the left | Inside on Left | Electric | Overhead Door | 8 Horizontal Metal Pannels w/ 3 glass windows | 16 | 12 | Full Service | $ | 399.00 | $ - |
| Central Maint Facility | Georgetown | 1026 | 19 | | Roll overhead on track w/ chain on the right | Inside on Right | Electric | Overhead Door | 6 Horizontal Metal Pannels w/ 3 glass windows | 12 | 12 | Full Service | $ | 399.00 | $ - |
| Central Maint Facility | Georgetown | 1026 | 20 | Main Building North Side Farthest Left | Roll overhead on track w/ chain on the left | Inside on Left | Electric | Overhead Door | 6 Horizontal Metal Pannels w/ 3 glass windows | 12 | 12 | Full Service | $ | 399.00 | $ - |
| Central Maint Facility | Georgetown | 1026 | 21 | Interior Shop Library | Roll up | | Manual | | Metal | 4 | 5 | Full Service | $ | 399.00 | $ - |
| Central Maint Facility | Georgetown | 1026 | 22 | Interior Parts Room | Roll up | Inside Right | Electric | Raynor | Metal | 6 | 10 | Full Service | $ | 399.00 | $ - |
| Old Sign shop | Georgetown | 1026 | 1 | Front Left | Roll up | Inside Right | Manual | | Metal | 12 | 12 | Full Service | $ | 399.00 | $ - |
| Old Sign shop | Georgetown | 1026 | 2 | Front Middle | Roll up | Inside Right | Manual | | Metal | 12 | 12 | Full Service | $ | 399.00 | $ - |
| Old Sign shop | Georgetown | 1026 | 3 | Front Right | Roll up | Inside Right | Manual | | Metal | 12 | 12 | Full Service | $ | 399.00 | $ - |
| Building near coverd storage | Georgetown | 1026 | 1 | Front | Roll up | Inside Right | Manual | | Metal | 12 | 12 | Full Service | $ | 399.00 | $ - |
| Brown Santa | Georgetown | 1029 | 1 | North Side of Building | Roll overhead on track w/chain | Inside | Manual | | 6 Horizontal Metal Pannels | 12 | 12 | Full Service | $ | 399.00 | $ - |
| Medic 41 | Taylor | 1034 | 1 | Front of the building | Roll overhead on track w/chain | keypad by door exterior | Electric | Lift Master | Metal | 10 | 16 | Full Service | $ | 429.00 | $ - |
| Inner Loop Annex | Georgetown | 1043 | 1 | West side | Roll Up | | Manual | | Metal | 8 | 8 | Full Service | $ | 299.00 | $ - |
| Inner Loop Annex | Georgetown | 1043 | 2 | North Side of Building | Roll up w/ chain | Inside Right | Electric | Lift Master | Metal | 10 | 10 | Full Service | $ | 399.00 | $ - |
| Inner Loop Annex | Georgetown | 1043 | 3 | East side loading bay | Roll Straight Up on track | | Manual | Old | Metal insulated with 6 small windows | 10 | 10 | Full Service | $ | 399.00 | $ - |
| Juvenile Justice Center | Georgetown | 1045 | 1 | Front of Bus Barn | Roll up | | Electric | | Metal | 14 | 18 | Full Service | $ | 599.00 | $ - |
| Juvenile Justice Center | Georgetown | 1045 | 2 | Back of Bus Barn | Roll up | | Electric | | Metal | 14 | 18 | Full Service | $ | 599.00 | $ - |
| EXPO Center | Taylor | 1047 | 1 | Main Pavilion West Concession Right | Roll up | N/A | Manual | Cornell | Metal | 6 | 15 | Full Service | $ | 399.00 | $ - |
| EXPO Center | Taylor | 1047 | 2 | Convention Center Exterior North | Roll up w/ chain | Inside on Right | Manual | | Metal | 12 | 12 | Full Service | $ | 399.00 | $ - |
| EXPO Center | Taylor | 1047 | 3 | Convention Center Exterior West Left | Roll up w/ chain | Inside on Right | Manual | | Metal | 15 | 14 | Full Service | $ | 399.00 | $ - |
| EXPO Center | Taylor | 1047 | 4 | Convention Center Exterior West Right | Roll up w/ chain | Inside on Right | Manual | | Metal | 15 | 14 | Full Service | $ | 399.00 | $ - |
| EXPO Center | Taylor | 1047 | 5 | Small building across from convention center SE Door | Roll up w/ chain | Inside on Right | Manual | | Metal | 8 | 8 | Full Service | $ | 299.00 | $ - |
| EXPO Center | Taylor | 1047 | 6 | Small building across from convention center SW Door | Roll up w/ chain | Inside on Right | Manual | | Metal | 8 | 8 | Full Service | $ | 299.00 | $ - |
| EXPO Center | Taylor | 1047 | 7 | Small building across from convention center NW Door | Roll up w/ chain | Inside on Right | Manual | | Metal | 8 | 8 | Full Service | $ | 299.00 | $ - |
| EXPO Center | Taylor | 1047 | 8 | Small building across from convention center NE Door | Roll up w/ chain | Inside on Right | Manual | | Metal | 8 | 8 | Full Service | $ | 299.00 | $ - |
| EXPO Center | Taylor | 1047 | 9 | Convention Center Interior North | Roll up w/ chain | Inside on Right | Manual | | Metal | 8 | 7 | Full Service | $ | 299.00 | $ - |
| EXPO Center | Taylor | 1047 | 10 | Convention Center Interior Front Right | Roll up w/ chain | Inside on Right | Manual | | Metal | 8 | 8 | Full Service | $ | 299.00 | $ - |
| EXPO Center | Taylor | 1047 | 11 | Convention Center Interior Front Left | Roll up w/ chain | Inside on Right | Manual | | Metal | 8 | 8 | Full Service | $ | 299.00 | $ - |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| EXPO Center | Taylor | 1047 | 12 | Convention Center Exterior South | Roll up | N/A | Manual | Cornell | | Metal | 15 | 15 | Full Service | $ | 399.00 | $ - |
| EXPO Center | Taylor | 1047 | 13 | Convention Center Concession West | Roll up | N/A | Manual | | | Metal | 5 | 15 | Full Service | $ | 399.00 | $ - |
| EXPO Center | Taylor | 1047 | 14 | Convention Center Concession East | Roll up w/ chain | Inside on Right | Manual | | | Metal | 5 | 12 | Full Service | $ | 399.00 | $ - |
| EXPO Center | Taylor | 1047 | 15 | Main Pavilion West Concession Left | Roll up | N/A | Manual | Cornell | | Metal | 6 | 15 | Full Service | $ | 399.00 | $ - |
| Facilities Service Center | Georgetown | 1063 | 1 | Rear Left | Roll up | N/A | Manual | N/A | N/A | Metal | 8 | 10 | Full Service | $ | 299.00 | $ - |
| Facilities Service Center | Georgetown | 1063 | 2 | Rear Center | Roll up w/ chain | Inside on Right | Manual | N/A | N/A | Metal | 12 | 12 | Full Service | $ | 399.00 | $ - |
| Facilities Service Center | Georgetown | 1063 | 3 | Rear Right | Roll up | N/A | Manual | N/A | N/A | Metal | 8 | 10 | Full Service | $ | 299.00 | $ - |
| ESOC | Georgetown | 1071 | 1 | Rear | Roll up while chain | Inside Right | Manual | | | Metal | 12 | 8 | Full Service | $ | 399.00 | $ - |
| NCF-Bldg D-Radio Shop | Georgetown | 1077 | 1 | | Roll up No Chain | Inside Right | Electric | Cookson | | Metal | 18 | 12 | Full Service | $ | 599.00 | $ - |
| NCF-Bldg D-Radio Shop | Georgetown | 1077 | 2 | | Roll up No Chain | Inside Right | Electric | Cookson | | Metal | 18 | 12 | Full Service | $ | 599.00 | $ - |
| NCF-Bldg D-Radio Shop | Georgetown | 1077 | 3 | | Roll up No Chain | Inside Right | Electric | Cookson | | Metal | 18 | 12 | Full Service | $ | 599.00 | $ - |
| NCF-Bldg D-Radio Shop | Georgetown | 1077 | 4 | | Roll up No Chain | Inside Right | Electric | Cookson | | Metal | 18 | 12 | Full Service | $ | 599.00 | $ - |
| NCF-Bldg D-Radio Shop | Georgetown | 1077 | 5 | | Roll up No Chain | Inside Right | Electric | Cookson | | Metal | 18 | 12 | Full Service | $ | 599.00 | $ - |
| NCF-Bldg D-Radio Shop | Georgetown | 1077 | 6 | | Roll up No Chain | Inside Right | Electric | Cookson | | Metal | 18 | 12 | Full Service | $ | 599.00 | $ - |
| NCF-Bldg E-EMS | Georgetown | 1078 | 1 | Rear Warehouse | Roll up No Chain | Inside Right | Electric | Cookson | | Metal | 15 | 15 | Full Service | $ | 599.00 | $ - |
| NCF-Bldg G-Impound | Georgetown | 1079 | 1 | Building 1 | Roll up No Chain | Inside Right | Electric | Cookson | | Metal | 18 | 12 | Full Service | $ | 599.00 | $ - |
| NCF-Bldg G-Impound | Georgetown | 1079 | 2 | Building 1 | Roll up No Chain | Inside Right | Electric | Cookson | | Metal | 18 | 12 | Full Service | $ | 599.00 | $ - |
| NCF-Bldg G-Impound | Georgetown | 1079 | 3 | Building 1 | Roll up No Chain | Inside Right | Electric | Cookson | | Metal | 18 | 12 | Full Service | $ | 599.00 | $ - |
| NCF-Bldg G-Impound | Georgetown | 1079 | 4 | Building 1 | Roll up No Chain | Inside Right | Electric | Cookson | | Metal | 18 | 12 | Full Service | $ | 599.00 | $ - |
| NCF-Bldg G-Impound | Georgetown | 1079 | 5 | Building 2 | Roll up No Chain | Inside Right | Electric | Cookson | | Metal | 12 | 10 | Full Service | $ | 599.00 | $ - |
| NCF-Bldg G-Impound | Georgetown | 1079 | 6 | Building 2 | Roll up No Chain | Inside Right | Electric | Cookson | | Metal | 12 | 10 | Full Service | $ | 599.00 | $ - |
| NCF-Bldg G-Impound | Georgetown | 1079 | 7 | Building 2 | Roll up No Chain | Inside Right | Electric | Cookson | | Metal | 12 | 10 | Full Service | $ | 599.00 | $ - |
| NCF-Bldg G-Impound | Georgetown | 1079 | 8 | Building 2 | Roll up No Chain | Inside Right | Electric | Cookson | | Metal | 12 | 10 | Full Service | $ | 599.00 | $ - |
| NCF-Bldg G-Impound | Georgetown | 1079 | 9 | Building 2 | Roll up No Chain | Inside Right | Electric | Cookson | | Metal | 12 | 10 | Full Service | $ | 599.00 | $ - |
| NCF-Bldg G-Impound | Georgetown | 1079 | 10 | Building 2 | Roll up No Chain | Inside Right | Electric | Cookson | | Metal | 12 | 10 | Full Service | $ | 599.00 | $ - |
| NCF-Bldg G-Impound | Georgetown | 1079 | 11 | Building 2 | Roll up No Chain | Inside Right | Electric | Cookson | | Metal | 12 | 10 | Full Service | $ | 599.00 | $ - |
| NCF-Bldg G-Impound | Georgetown | 1079 | 12 | Building 2 | Roll up No Chain | Inside Right | Electric | Cookson | | Metal | 12 | 10 | Full Service | $ | 599.00 | $ - |
| Georgetown Annex | Georgetown | 1080 | | Interior 2nd Floor near JP | Roll up | Inside and outside | Electric | Cornell | | chainmail | 10 | 17 | Full Service | $ | 599.00 | $ - |
| Medic 11 | Round Rock | 1082 | 1 | Front Right | Roll overhead on track w/chain | Inside on Right | Electric | Overhead Door | | Horizontal panels 5 metal and 2 glass | 14 | 12 | Full Service | $ | 599.00 | $ - |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Medic 11 addition | Round Rock | 1082 | 1 | Front of the building | Roll overhead on track w/chain | Inside on Right | Electric | Overhead Door | RSX | Horizontal panels 6 metal and 1 glass | 13 | 13 | Full Service | $ | 599.00 | $ | - |
| Medic 11 | Round Rock | 1082 | 2 | Front Left | Roll overhead on track w/chain | Inside on Right | Electric | Overhead Door | | Horizontal panels 5 metal and 2 glass | 14 | 12 | Full Service | $ | 599.00 | $ | - |
| Facilities Warehouse | Georgetown | ? | 1 | East | Roll up w/ chain | Inside Right | Manual | N/A | N/A | Metal w/ insulation | 14 | 14 | Full Service | $ | 599.00 | $ | - |
| River Ranch Barn | Liberty Hill | ? | 1 | Maint Bldg Back Left | Roll up w/ chain | Right inside | Manual | Cornell | | Metal | 15 | 10 | Full Service | $ | 599.00 | $ | - |
| SW Regional Park | Leander | ? | 1 | Maint Bldg North Right | Roll up w/ chain | Inside Right | Manual | | | Metal | 14 | 12 | Full Service | $ | 599.00 | $ | - |
| Facilities Warehouse | Georgetown | ? | 2 | West | Roll up w/ chain | Inside Right | Manual | N/A | N/A | Metal w/ insulation | 14 | 14 | Full Service | $ | 599.00 | $ | - |
| River Ranch Barn | Liberty Hill | ? | 2 | Maint Bldg Back Mid | Roll up w/ chain | Right inside | Electric | Cornell | | Metal | 15 | 20 | Full Service | $ | 699.00 | $ | - |
| SW Regional Park | Leander | ? | 2 | Maint Bldg North Left | Roll up w/ chain | Inside Right | Manual | | | Metal | 14 | 12 | Full Service | $ | 599.00 | $ | - |
| Facilities Warehouse | Georgetown | ? | 3 | North | Roll up | N/A | Manual | N/A | N/A | Metal w/ insulation | 8 | 12 | Full Service | $ | 399.00 | $ | - |
| River Ranch Barn | Liberty Hill | ? | 3 | Maint Bldg Back Right | Roll up w/ chain | Right inside | Manual | Cornell | | Metal | 15 | 10 | Full Service | $ | 599.00 | $ | - |
| SW Regional Park | Leander | ? | 3 | Maint Bldg East | Roll up | N/A | Manual | | | Metal | 8 | 8 | Full Service | $ | 299.00 | $ | - |
| River Ranch Barn | Liberty Hill | ? | 4 | Maint Bldg Side | Roll up w/ chain | Right inside | Manual | Cornell | | Metal | 12 | 10 | Full Service | $ | 499.00 | $ | - |
| SW Regional Park | Leander | ? | 4 | Maint Bldg South Left | Roll up w/ chain | Inside Right | Manual | | | Metal | 14 | 12 | Full Service | $ | 599.00 | $ | - |
| SW Regional Park | Leander | ? | 5 | Maint Bldg South Right | Roll up w/ chain | Inside Right | Manual | | | Metal | 14 | 12 | Full Service | $ | 599.00 | $ | - |
| SW Regional Park | Leander | ? | 6 | Baseball Concession Left | Roll up | N/A | Manual | Cookson | | Metal | 5 | 8 | Full Service | $ | 299.00 | $ | - |
| SW Regional Park | Leander | ? | 7 | Baseball Concession Right | Roll up | N/A | Manual | Cookson | | Metal | 5 | 8 | Full Service | $ | 299.00 | $ | - |
| SW Regional Park | Leander | ? | 8 | Soccer/Tennis Concess Right | Roll up | N/A | Manual | Cookson | | Metal | 5 | 8 | | $ | 299.00 | | |
| SW Regional Park | Leander | ? | 9 | Soccer/Tennis Concess Left | Roll up | N/A | Manual | Cookson | | Metal | 5 | 8 | | $ | 299.00 | | |
| SW Regional Park | Leander | ? | 10 | Soccer/Tennis Concess Side | Roll up | N/A | Manual | Cookson | | Metal | 5 | 6 | | $ | 299.00 | | |
| Animal Shelter | Georgetown | NA | | Rear of exterior kennel | Roll up | N/A | Manual | N/A | N/A | Metal | 7 | 8 | | $ | 299.00 | | |
| Animal Shelter | Georgetown | NA | | Small Dog Intake | Roll overhead on track w/chain | Inside | Electric | Lift Master | | 4 Horizontal Pannels | 9 | 10 | | $ | 499.00 | | |
| Animal Shelter | Georgetown | NA | | Cats Facing In | Roll overhead on track w/chain | Inside | Electric | Overhead Door | | 5 Horizontal Pannels | 9 | 10 | | $ | 499.00 | | |
| Animal Shelter | Georgetown | NA | | Cats Facing Out | Roll overhead on track w/chain | Inside | Electric | Overhead Door | | 5 Horizontal Pannels | 9 | 10 | | $ | 499.00 | | |
| EXPO North Pavilion | Taylor | | 1 | South Side Right | Roll up w/ chain right | Inside Right | Electric | | | Metal | 14 | 14 | | $ | 599.00 | | |
| NCF-Bldg J (Sign Shop?) | Georgetown | | 1 | Building J | Roll up w/ chain | Inside on Right | Manual | | | Metal | 10 | 12 | | $ | 599.00 | | |
| EXPO North Pavilion | Taylor | | 2 | South Side Middle | Roll up w/ chain right | Inside Right | Electric | | | Metal | 14 | 14 | | $ | 599.00 | | |
| EXPO North Pavilion | Taylor | | 3 | South Side Left | Roll up w/ chain right | Inside Right | Electric | | | Metal | 14 | 14 | | $ | 599.00 | | |
| EXPO North Pavilion | Taylor | | 4 | Southwest Exterior | Roll up w/ chain right | Inside Right | Electric | | | Metal | 10 | 10 | | $ | 499.00 | | |
| EXPO North Pavilion | Taylor | | 5 | Southwest Interior | Roll up w/ chain right | Inside Right | Electric | | | Metal | 10 | 10 | | $ | 499.00 | | |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| EXPO North Pavilion | Taylor | 6 | East Interior | Roll up w/ chain right | Inside Right | Electric | Metal | 12 | 8 | $ | 299.00 |
| EXPO North Pavilion | Taylor | 7 | Northeast Exterior | Roll up w/ chain right | Inside Right | Electric | Metal | 10 | 10 | $ | 499.00 |
| EXPO North Pavilion | Taylor | 8 | East Side Right | Roll up w/ chain right | Inside Right | Electric | Metal | 14 | 12 | $ | 599.00 |
| EXPO North Pavilion | Taylor | 9 | East Side Middle Right | Roll up w/ chain right | Inside Right | Electric | Metal | 14 | 12 | $ | 599.00 |
| EXPO North Pavilion | Taylor | 10 | East Side Middle Left | Roll up w/ chain right | Inside Right | Electric | Metal | 14 | 12 | $ | 599.00 |
| EXPO North Pavilion | Taylor | 11 | East Side Left | Roll up w/ chain right | Inside Right | Electric | Metal | 14 | 12 | $ | 599.00 |
| | | | | | | | | | | | |
| | | | | | | | | | | $ | 56,785.00 |

**Commissioners Court - Regular Session** **28.**

**Meeting Date:** 10/05/2021

Williamson County Pollution Liability Insurance with Commerce and Industry Insurance Company

**Submitted For:** Joy Simonton **Submitted By:** Dianne West, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on authorizing the renewal of Williamson County Pollution Liability Insurance through AIG Storage Tank Third Party Liability TankGuard Warranty for Policy Number PLC000168373 with Commerce and Industry Insurance Company for the term of 12.18.2021 – 12.18.2022.

### Background

This is a recurring annual insurance policy that is required for the County's underground fuel storage tanks. Policy funding is budgeted annually. FY 22 annual premium is estimated at $1,200.00, however, this insurance is a two-step agenda posting process. The warranty letter, attached herein, is submitted to agenda first, followed by a later submission with the renewal quote. The quote for pricing cannot be received until the warranty letter has been signed. Fleet Services Department point of contact is Kevin Teller. The funding source is 0882.0882.004416.

## Fiscal Impact

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

## Attachments

Williamson County Warranty Letter

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 09/30/2021 10:08 AM |
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 10:09 AM |
| Form Started By: Dianne West | | Started On: 09/29/2021 09:47 AM |
| Final Approval Date: 09/30/2021 | | |

chamber
insurance agency services

20 Commerce Drive
Second Floor
Cranford, N.J. 07016

Toll Free: 800.336.2007
Fax: 973.731.2288
www.chamberagent.com

August 16, 2021

Mr. Mike Fox III
Williamson County
3151 S.E. Inner Loop
Georgetown, TX 78626-8207

IMPORTANT RENEWAL NOTICE

Re: AIG TankGuard® Program
Insured: Williamson County
Policy Number: PLC000168373
Expiration Date: 12/18/21

Dear Mr. Fox III:

We are pleased to announce that we have further streamlined and improved the renewal process for the TankGuard® program.

As you know, the above TankGuard® policy is scheduled for renewal with Commerce & Industry Insurance Company on the date indicated above.

In order to renew the above coverage, we will simply require that you complete the enclosed Renewal Warranty Statement. We are very pleased to advise that upon our receipt of the fully completed Renewal Warranty the captioned policy will now be automatically renewed. We will no longer require a fully complete application unless there have been material changes to the risk.

We ask that you please complete the enclosed Renewal Warranty Statement and promptly forward it to your agent/broker:

JI Special Risks Insurance Agency, Inc.
10535 Boyer Boulevard, Suite 100
Austin, TX 78758-

Please note, that we will need to receive the completed Renewal Warranty Statement from your agent/broker within 35 days of the date of this letter. We will not be able to automatically renew the above policy until we have received your fully completed Renewal Warranty Statement.

Please note that if we do not receive the Warranty Statement within this time frame, State Insurance Regulations require us to send a notice of non-renewal to you.

State Insurance Regulations also require that we provide advance notice of any material changes in terms and conditions of your current coverage and/or changes to underwriting guidelines. Therefore, we must advise you that your policy may be renewed with different rates, terms and conditions

resulting from increased exposure or from rate increases as approved by the applicable state agency.

In closing, we remind you that your policy is a "claims-made" form, requiring that claims be made against the insured and reported to the Company during the policy period for coverage to be provided, subject to all terms, conditions and exclusions. Therefore, if your policy is not renewed, there will be no coverage for any claims reported subsequent to your policy's expiration date unless an Extended Reporting Period is purchased. Instructions for purchasing an Extended Reporting Period Endorsement are provided in your policy.

Should you have any questions concerning the enclosed material, please have your agent contact us.

Very truly yours,
CHAMBER INSURANCE AGENCY SERVICES, L.L.C.

Ana Hormilla

ahormilla@chamberagent.com

cc: Ms. Shela Ferrell
JI Special Risks Insurance Agency, Inc.
10535 Boyer Boulevard, Suite 100
Austin, TX 78758-

# Storage Tank Third Party Liability

## TankGuard ® Renewal Warranty

NAMED INSURED: Williamson County
INSURER: Commerce and Industry Insurance Company

POLICY NUMBER: PLC000168373
POLICY PERIOD: 12/18/21 - 12/18/22

---

The undersigned warrants and represents that there have been no changes to the schedule of covered tanks or locations:

THIS RENEWAL WARRANTY DOES NOT BIND THE APPLICANT TO BUY, OR THE COMPANY TO ISSUE THE INSURANCE, BUT IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO THE ORIGINAL APPLICATION AND MADE A PART OF THE POLICY. THE UNDERSIGNED APPLICANT DECLARES, WARRANTS AND REPRESENTS THAT THE STATEMENTS SET FORTH IN THIS WARRANTY ARE TRUE AND THAT NO MATERIAL FACTS HAVE BEEN SUPPRESSED OR MISSTATED. THE APPLICANT FURTHER DECLARES, WARRANTS AND REPRESENTS THAT IF THE INFORMATION SUPPLIED ON THIS WARRANTY CHANGES BETWEEN THE EXECUTION DATE OF THE WARRANTY AND THE RENEWAL POLICY EFFECTIVE DATE, THE APPLICANT WILL IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION TO BIND THE INSURANCE.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE COMPANY IN CONJUNCTION WITH THE MOST RECENT LONG FORM APPLICATION AS WELL AS THE RENEWAL WARRANTY SIGNED HEREUNDER ARE INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART THEREOF.

In the event that the company issues a policy, the undersigned acting on behalf of the applicant and all proposed insureds, acknowledges that the company, in providing coverage, will have relied upon, as representations, the declarations and statements which are contained in or attached to or incorporated by reference into this warranty and which are incorporated into the policy.

**If the insured would like an indication for higher limits, please indicate.**

**LIMITS DESIRED:** (each incident/aggregate)

☑ $1 million/$1 million ☐ $1 million/$ 2 million ☐ $2 million/$2 million

☐ OTHER: _____

**DEDUCTIBLE DESIRED:** (each incident)

☐ $5,000 ☑ $10,000 ☐ $25,000 ☐ $50,000 ☐ $100,000

For Deductibles above $50,000, please include your most current audited financial statement.

AIG

# Renewal Warranty Acknowledgement

APPLICANT: _____ (Signature)

Williamson County

APPLICANT: _____ (Print Name)

DATE: _____

BROKER: JI Special Risks Insurance Agency, Inc. (Firm)

10535 Boyer Boulevard, Suite 100
Austin, TX 78758- (Street Mailing Address)

Ms. Shela Ferrell (Contact person)

(Phone #, Fax #, Email Address)

Parker Chamberlain (Signature of Broker or Agent)

1575 (License Number and State)

742538186 (Tax I.D. #)

Please note that if you are planning on adding either additional tanks or locations to this policy, the Company requires that we first receive a fully completed renewal application within thirty (30) days of the policy expirations expiration date. Please visit our website www.chamberagent.com to download to application.

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NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**POLICYHOLDER DISCLOSURE NOTICE OF**
**TERRORISM RISK INSURANCE ACT (TRIA) COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING JANUARY 1, 2018; 81% BEGINNING JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Unless you, or your insurance broker on your behalf, **REJECTS** in writing to the Company Terrorism Coverage under the Terrorism Risk Insurance Act as amended, you will be covered for Terrorism as defined in the Act and your prospective premium for that coverage is based upon which coverage option you choose (Coverage options setting forth limits, policy term, etc. are set forth in the attached letter of indication).

Terrorism Act Premium: $90

_____ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

**Commerce and Industry Insurance Company**

**Return to: Chamber Insurance Agency LLC**
**20 Commerce Drive, 2nd Floor**
**Cranford, NJ 07016-3617**

_____
Policyholder/Applicant's Signature

_____
Policyholder/Applicant's Printed Name

_____
Date

Williamson County

Pol#: 000168373
Quote#: 100270

121187 (01/16)
CI5974

**Commissioners Court - Regular Session** **29.**

**Meeting Date:** 10/05/2021

Contract #T1501 Renewal 1 for Hydrated Lime Slurry

**Submitted For:** Joy Simonton **Submitted By:** Dianne West, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Hydrated Lime Slurry Contract #T1501, renewal option period 1, covering the term of October 6, 2021 – October 5, 2022, for the same pricing, terms and conditions as the existing contract with Austin White Lime Company, Ltd.

### Background

This renewal recommendation is the first renewal for this contract. The Road and Bridge Department submitted a Vendor Performance Report (VPR) that reflects the vendor met all county requirements on this contract and request to renew. Renewal document and original awarded bid tabulation is herein attached. The department point of contact is James Williams. The funding source information for this renewal are shown under 0200-0210-003597 Roadway Rehab and 0200-0210-003551 Base & Stabilizer.

## Fiscal Impact

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

## Attachments

T1501 renewal 1 Hydrated Lime Slurry

Original bid tab

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 09/30/2021 10:28 AM |
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 10:35 AM |
| Form Started By: Dianne West | | Started On: 09/28/2021 04:51 PM |
| Final Approval Date: 09/30/2021 | | |

# Summary Agreement for Renewal of Williamson County Contract

| | | | |
|---|---|---|---|
| **Purchase/Contract Type:** | Material | **Department:** | Road & Bridge |
| **Vendor Name:** | Austin White Lime Company, Ltd. | | |
| **Vendor Address:** | P O Box 9556, Austin, TX 78766 | | |
| **Purpose/Intended Use of Product or Service (summary):** | | | |
| Hydrated Lime Slurry | | | |
| **P.O./Contract Number:** | T1501 | **Effective Date:** | 10/06/2021 |
| **Purchaser/Contract Specialist:** | Dianne West | **Expiration Date:** | 10/05/2022 |
| **Requested By:** | Terron Evertson, Department Director | | |

**Detailed description of renewal of product and/or service.**

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED TEXAS ETHICS COMMISSION FORM 1295; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1st of two (2) one year renewal option periods:**

| | |
|---|---|
| Renewal Option Period 1 | October 6, 2021 – October 5, 2022 |
| Initial Contract Period | October 6, 2020 – October 5, 2021 |

**BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN**

Vendor Austin White Lime Co., Ltd

Name Lila R. Weirich

Title Sales Director

Signature Lila R. Weirich

Date September 23, 2021

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell

Williamson County Judge

Signature _____

Date _____

## Statement of opening of offers

The registration period for the purchase process IFB Hydrated Lime Slurry is closed on 26 Aug 2020 (Wed), 2:30 PM.

On 26 Aug 2020 (Wed), 2:31:00 PM, Blake Skiles opened the registrations.

Entries submitted after the closing date, 26 Aug 2020 (Wed), 2:30 PM, will not be included in the procedure.

Registrations received:

| | Offer ID | Name | Submitted |
|---|---|---|---|
| 1 | OF3136 | **Austin White Lime Company, Ltd.**<br>By: Austin White Lime Company, Ltd. | 25 Aug 2020 (Tue), 11:00:57 AM |

Registration prices:

Austin White Lime Company, Ltd. - Submitted price: $ 140.00
Unit Pricing Delivered to Wilco Central Maintenance Facility- $163.00
Unit Pricing Delivered to Project site Within Wilco- $163.00
Unit Pricing Delivered to Project site within Wilco and Spread- $163.00

| | Price |
|---|---|
| Price | $ 140.00 |
| Bid Form | $ 140.00 |

Reported by Blake Skiles on 26 Aug 2020 (Wed), 2:31 PM

**Commissioners Court - Regular Session** **30.**

**Meeting Date:** 10/05/2021

Final plat for the Mesa Vista Ranch Phase III subdivision – Pct 2

**Submitted For:** Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure **Division:** Road & Bridge

**Agenda Category:** Consent

## Information

### Agenda Item

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

### Background

This is the last phase of the Mesa Vista Ranch development. It consists of 28 residential lots and 3,455 feet of new public roads. Roadway and drainage construction has been completed.

### Timeline

2021-06-28 – initial submittal of final plat
2021-07-27 – 1st review complete with comments
2021-09-14 – 2nd submittal of final plat
2021-09-29 – 2nd review complete and comments clear
2021-09-30 – final plat received with signatures
2021-09-30 – final plat placed on the October 5, 2021 Commissioners Court agenda for consideration

## Fiscal Impact

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

## Attachments

final plat - Mesa Vista Ph III

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 12:01 PM |
| Form Started By: Adam Boatright | | Started On: 09/30/2021 11:55 AM |
| Final Approval Date: 09/30/2021 | | |

# FINAL PLAT
# PHASE THREE
# MESA VISTA RANCH

BEING A 78.701 ACRE TRACT OF LAND LOCATED IN THE E. LEICHTLE SURVEY, ABSTRACT NO. 382, WILLIAMSON COUNTY, TEXAS, SAID 78.701 ACRE TRACT, BEING THE REMAINING PORTION OF THAT CALLED 398.52 ACRE TRACT RECORDED IN DOCUMENT NO. 2017038953, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

SITE DETAILS
PHASE ACREAGE = 78.701 ACRES
NET ACREAGE IN RIGHT-OF-WAY DEDICATIONS = 6.078 ACRES
NET ACREAGE OF RIGHT-OF-WAY = 5.118 ACRES
NET ACREAGE OF RESIDENTIAL LOTS = 67.505 ACRES
TOTAL NUMBER OF LOTS = 28

PLAT NOTES:
- ALL LOTS CONTAIN A MINIMUM OF 30 FEET OF FRONTAGE ALONG THE FRONT PROPERTY LINE.

PUBLIC UTILITY EASEMENT
- A 20' PUBLIC UTILITY EASEMENT IS SHOWN ON THE FRONT OF ALL LOTS ADJACENT TO THE PUBLIC RIGHT-OF-WAY.

BUILDING SETBACK LINES (TYPICAL - ADDITIONAL SETBACKS MAY BE RECORDED IN THE SUBDIVISION RESTRICTIONS.)
- A 25' FRONT BUILDING SETBACK LINE EXISTS ON THE FRONT OF ALL LOTS ADJACENT TO THE PUBLIC RIGHT-OF-WAY.
- WATER WILL BE SERVED BY PRIVATE WATER WELLS.
- SEWER WILL BE SERVED BY ONSITE SEPTIC SYSTEMS.

NOTES:
1) FIELD WORK PERFORMED ON: AUGUST 2021
2) BASIS OF BEARING: TEXAS STATE PLANE, CENTRAL ZONE, NAD83
3) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.

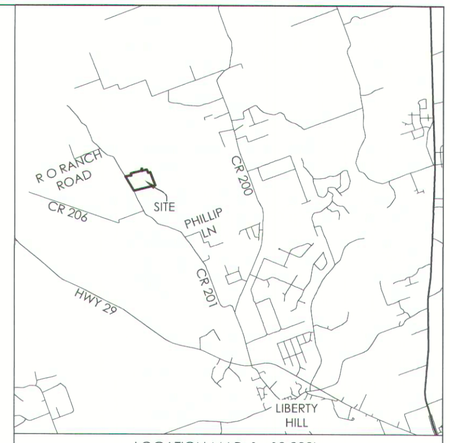
FEMA FLOOD PLAIN - ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NUMBER 48491C0230F, EFFECTIVE DATE DECEMBER 20, 2019, THIS PROPERTY LIES IN ZONE "X", WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE OF THE 100 YEAR FLOOD PLAIN. THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM; IT DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE, OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES LOCATED THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THE FLOOD HAZARD AREA IS SUBJECT TO CHANGE AS DETAILED STUDIES OCCUR AND/OR WATERSHED OR CHANNEL CONDITIONS CHANGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

SCALE: 1"=300'

0 150' 300' 450' 600'

LEGEND

| | |
|---|---|
| P.O.B. | POINT OF BEGINNING |
| B.S.L. | BUILDING SETBACK LINE |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| P.U.D.E.B.E. | PUBLIC UTILITY, DRAINAGE & EMBANKMENT/BACKSLOPE EASEMENT |
| ● | 1/2" IRON ROD FOUND |
| ◉ | CEDAR FENCE POST FOUND |
| ○ | SET 1/2" IRON ROD WITH A BLUE "QUICK INC RPLS 6447" PLASTIC CAP |
| - - - - - - | SETBACKS, REFER TO SHEET 6 FOR DETAILS |
| — — — — | PUDEBE, REFER TO SHEET 6 FOR DETAILS |
| MFFE | MINIMUM FINISHED FLOOR ELEVATIONS |
| ▭ | 100 YEAR WATER SURFACE ELEVATION AS CALCULATED BY MATKIN HOOVER ENGINEERING STUDY SEALED ON 04/28/2021 |
| ⊕ | TEMPORARY BENCHMARK 1001 NORTHING: 10235040.37' EASTING: 3039515.64' ELEVATION: 1114.23' |




LOCATION MAP: 1 =10,000'

**FIELD NOTES FOR A 78.701 ACRE TRACT OF LAND:**

**BEING A 78.701 ACRE TRACT OF LAND**, LOCATED IN THE E. LEICHTLE SURVEY, ABSTRACT NO. 382, WILLIAMSON COUNTY, TEXAS; SAID 78.701 ACRE TRACT, BEING THE REMAINING PORTION OF THAT CALLED 398.52 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2017038953, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 78.701 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 1/2" IRON ROD LOCATED IN THE NORTHEAST RIGHT-OF-WAY LINE OF COUNTY ROAD 201, BEING AN EXTERIOR CORNER OF THE REMAINDER OF SAID 398.52 ACRE TRACT, AN EXTERIOR CORNER OF THAT CERTAIN LOT 15, BLOCK 4, OF MESA VISTA RANCH, PHASE TWO, ACCORDING TO THE PLAT OF RECORD IN DOCUMENT NO. 2020155257, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID POINT BEING THE WESTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, WITH THE COMMON BOUNDARY LINES OF THE REMAINDER OF SAID 398.52 ACRE TRACT AND SAID MESA VISTA RANCH, PHASE TWO, THE FOLLOWING SEVENTEEN (17) COURSES AND DISTANCES:

1. **N 58° 44' 30" E**, A DISTANCE OF **25.00'**, TO A 1/2" IRON ROD LOCATED FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT OF LAND;
2. **S 88° 46' 15" E**, A DISTANCE OF **88.91'**, TO A 1/2" IRON ROD LOCATED FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT OF LAND AND BEING THE BEGINNING OF A CURVE TO THE RIGHT;
3. WITH SAID CURVE TO THE RIGHT CONTAINING A RADIUS OF 530.00', A CENTRAL ANGLE OF 20°17'25", A CHORD WHICH BEARS N 74° 44' 01" E, A CHORD DISTANCE OF 186.71', A TOTAL **CURVE LENGTH** OF **187.69'**, TO A 1/2" IRON ROD LOCATED FOR A POINT OF TANGENCY OF THE HEREIN DESCRIBED TRACT OF LAND;
4. **N 84° 52' 44" E**, A DISTANCE OF **164.45'**, TO A 1/2" IRON ROD LOCATED FOR THE BEGINNING OF A CURVE TO THE RIGHT;
5. WITH SAID CURVE TO THE RIGHT CONTAINING A RADIUS OF 530.00', A CENTRAL ANGLE OF 09°20'41", A CHORD WHICH BEARS N 89° 33' 04" E, A CHORD DISTANCE OF 86.35', A TOTAL **CURVE LENGTH** OF **86.44'**, TO A 1/2" IRON ROD LOCATED FOR A POINT OF TANGENCY OF THE HEREIN DESCRIBED TRACT OF LAND;
6. **S 85° 46' 35" E**, A DISTANCE OF **34.65'**, TO A 1/2" IRON ROD LOCATED FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
7. **N 15° 08' 28" W**, A DISTANCE OF **208.17'**, TO A 1/2" IRON ROD LOCATED FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
8. **N 75° 46' 37" E**, A DISTANCE OF **1000.63'**, TO A 1/2" IRON ROD LOCATED FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND AND BEING THE BEGINNING OF A CURVE TO THE RIGHT;
9. WITH SAID CURVE TO THE RIGHT CONTAINING A RADIUS OF 530.00', A CENTRAL ANGLE OF 04°40'58", A CHORD WHICH BEARS N 05° 54' 42" E, A CHORD DISTANCE OF 43.30', A TOTAL **CURVE LENGTH** OF **43.32'**, TO A 1/2" IRON ROD LOCATED FOR A POINT OF TANGENCY OF THE HEREIN DESCRIBED TRACT OF LAND;
10. **N 08° 15' 11" E**, A DISTANCE OF **173.42'**, TO A 1/2" IRON ROD LOCATED FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
11. **S 81° 44' 49" E**, A DISTANCE OF **60.00'**, TO A 1/2" IRON ROD LOCATED FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
12. **S 08° 15' 11" W**, A DISTANCE OF **173.42'**, TO A 1/2" IRON ROD LOCATED FOR THE BEGINNING OF A CURVE TO THE LEFT OF THE HEREIN DESCRIBED TRACT OF LAND;
13. WITH SAID CURVE TO THE LEFT CONTAINING A RADIUS OF 470.00', A CENTRAL ANGLE OF 05°19'13", A CHORD WHICH BEARS S 05° 35' 35" W, A CHORD DISTANCE OF 43.63', A TOTAL **CURVE LENGTH** OF **43.64'**, TO A 1/2" IRON ROD LOCATED FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
14. **N 73° 06' 17" E**, A DISTANCE OF **476.08'**, TO A 1/2" IRON ROD LOCATED FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
15. **S 21° 34' 40" E**, A DISTANCE OF **344.43'**, TO A 1/2" IRON ROD LOCATED FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
16. **N 73° 05' 45" E**, A DISTANCE OF **211.10'**, TO A 1/2" IRON ROD LOCATED FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
17. **S 21° 34' 40" E**, A DISTANCE OF **156.94'**, TO A 1/2" IRON ROD LOCATED FOR AN EXTERIOR CORNER OF THE REMAINDER OF SAID 398.52 ACRE TRACT, THE SOUTHERNMOST CORNER OF THAT CERTAIN LOT 66, BLOCK 1, OF SAID MESA VISTA RANCH, PHASE TWO, BEING AN EXTERIOR CORNER OF THE REMAINING PORTION OF THAT CALLED 125 ACRE TRACT OF LAND RECORDED IN VOLUME 451, PAGE 501, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, SAID POINT BEING AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

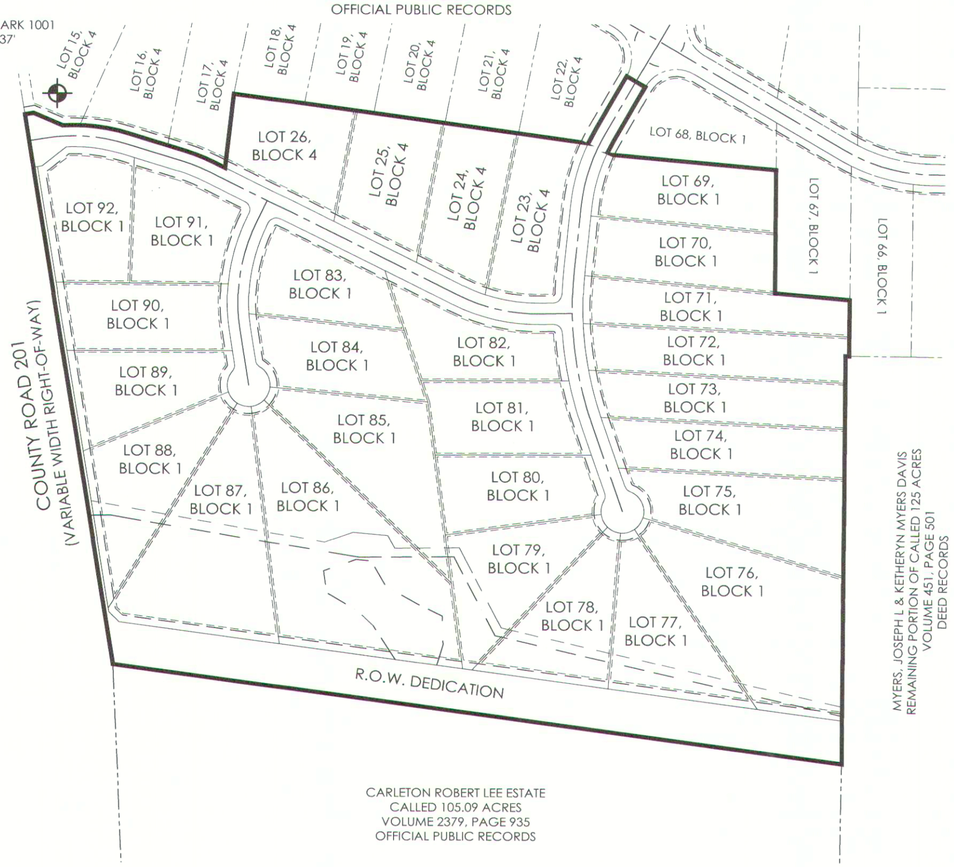
THENCE, WITH THE COMMON BOUNDARY LINES OF THE REMAINDER OF SAID 398.52 ACRE TRACT AND THE REMAINDER OF SAID 125 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

18. **S 68° 35' 54" W**, A DISTANCE OF **10.00'**, TO A 12" CEDAR FENCE POST LOCATED FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
19. **S 21° 34' 40" E**, A DISTANCE OF **1142.47'**, TO A 1/2" IRON ROD LOCATED FOR AN EXTERIOR CORNER OF THE REMAINDER OF SAID 398.52 ACRE TRACT, THE NORTHEAST CORNER OF THAT CALLED 105.09 ACRE TRACT OF LAND RECORDED IN VOLUME 2379, PAGE 935, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BEING IN A SOUTHWEST LINE OF THE REMAINDER OF SAID 125 ACRE TRACT, SAID POINT BEING AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
20. **THENCE**, WITH A SOUTHEAST LINE OF THE REMAINDER OF SAID 398.52 ACRE TRACT, THE NORTHWEST LINE OF SAID 105.09 ACRE TRACT, **S 75° 37' 10" W**, A DISTANCE OF **2058.40'**, TO A 6" CEDAR FENCE POST LOCATED IN THE NORTHEAST RIGHT-OF-WAY LINE OF COUNTY ROAD 201, BEING THE SOUTHERNMOST CORNER OF THE REMAINDER OF SAID 398.52 ACRE TRACT, THE WESTERNMOST CORNER OF SAID 105.09 ACRE TRACT, SAID POINT BEING THE SOUTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
21. **THENCE**, WITH THE NORTHEAST RIGHT-OF-WAY LINE OF COUNTY ROAD, 201, A SOUTHWEST LINE OF THE REMAINDER OF SAID 398.52 ACRE TRACT, **N 31° 15' 30" W**, A DISTANCE OF **1559.26'**, TO THE **POINT OF BEGINNING** CONTAINING **78.701 ACRES** OF LAND.

**NOTE:** THE BASIS OF BEARING WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD (83), TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID. A SURVEY PLAT WAS PREPARED BY A SEPARATE DOCUMENT.

MESA VISTA RANCH, PHASE TWO
DOCUMENT NO. 2020155257
OFFICIAL PUBLIC RECORDS

TEMPORARY BENCHMARK 1001
NORTHING: 10235040.37'
EASTING: 3039515.64'
ELEVATION: 1114.23'




CARLETON ROBERT LEE ESTATE
CALLED 105.09 ACRES
VOLUME 2379, PAGE 935
OFFICIAL PUBLIC RECORDS


ENGINEER
MATKIN HOOVER ENGINEERING
3303 SHELL ROAD, SUITE 3
GEORGETOWN, TEXAS 78628
830-249-0600

OWNER/AGENT
WARR-SWINBACK, LLC
950 ECHO LN, SUITE 357
HOUSTON, TEXAS, 77024
281-330-9769
KENNY@GAGEANDCADECONSTRUCTION.COM

Quick Inc.
Land Surveying. Land Planning. Consulting.
Firm: 10194104 512-915-4950
1430 N. Robertson Road, Salado, Texas 76571

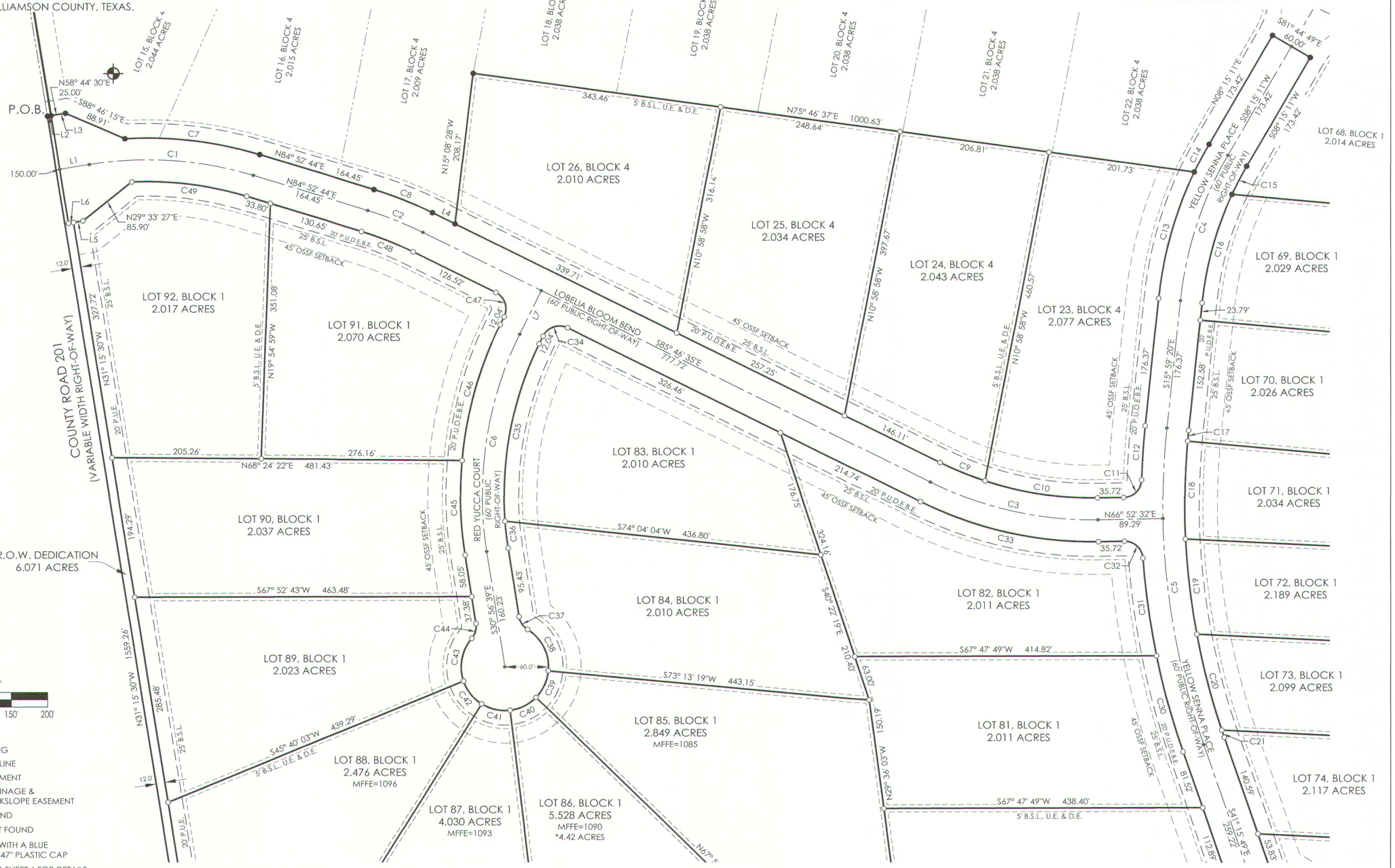


SUBMITTAL DATE: JUNE 21, 2021
REVISION 1 DATE: AUGUST 2, 2021
REVISION 2 DATE: AUGUST 24, 2021

JOB NO. 17-2051.3

# FINAL PLAT
# PHASE THREE
# MESA VISTA RANCH

BEING A 78.701 ACRE TRACT OF LAND LOCATED IN THE E. LEICHTLE SURVEY, ABSTRACT NO. 382, WILLIAMSON COUNTY, TEXAS, SAID 78.701 ACRE TRACT, BEING THE REMAINING PORTION OF THAT CALLED 398.52 ACRE TRACT RECORDED IN DOCUMENT NO. 2017038953, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.




LEGEND

| | |
|---|---|
| P.O.B. | POINT OF BEGINNING |
| B.S.L. | BUILDING SETBACK LINE |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| P.U.D.E.B.E. | PUBLIC UTILITY, DRAINAGE & EMBANKMENT/BACKSLOPE EASEMENT |
| ● | 1/2" IRON ROD FOUND |
| ◙ | CEDAR FENCE POST FOUND |
| ○ | SET 1/2" IRON ROD WITH A BLUE "QUICK INC RPLS 6447" PLASTIC CAP |
| - - - - - - | SETBACKS, REFER TO SHEET 6 FOR DETAILS |
| — — — — | PUDEBE, REFER TO SHEET 6 FOR DETAILS |
| MFFE | MINIMUM FINISHED FLOOR ELEVATIONS |
| ▒ | 100 YEAR WATER SURFACE ELEVATION AS CALCULATED BY MATKIN HOOVER ENGINEERING STUDY SEALED ON 04/28/2021 |
| ⊕ | TEMPORARY BENCHMARK 1001<br>NORTHING: 10235040.37'<br>EASTING: 3039515.64'<br>ELEVATION: 1114.23' |

*DENOTES APPROXIMATE ACREAGE OF LOT LOCATED OUTSIDE OF THE EXISTING WET WEATHER CREEK BANKS AS DEFINED BY THE WILLIAMSON COUNTY ENGINEERS OFFICE. APPROXIMATE CREEK BANK LOCATION BASED ON ENGINEERING ANALYSIS COMPLETED BY MATKIN HOOVER ENGINEERING STAFF. MEASUREMENTS DO NOT CONSTITUTE A LEGAL BOUNDARY.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SUBMITTAL DATE: JUNE 21, 2021
REVISION 1 DATE: AUGUST 2, 2021
REVISION 2 DATE: AUGUST 24, 2021

JOB NO. 17-2051.3

# FINAL PLAT
# PHASE THREE
# MESA VISTA RANCH

BEING A 78.701 ACRE TRACT OF LAND LOCATED IN THE E. LEICHTLE SURVEY, ABSTRACT NO. 382, WILLIAMSON COUNTY, TEXAS, SAID 78.701 ACRE TRACT, BEING THE REMAINING PORTION OF THAT CALLED 398.52 ACRE TRACT RECORDED IN DOCUMENT NO. 2017038953, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

SCALE: 1"=100'

0 50' 100' 150' 200'

LEGEND

| | |
|---|---|
| P.O.B. | POINT OF BEGINNING |
| B.S.L. | BUILDING SETBACK LINE |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| P.U.D.E.B.E. | PUBLIC UTILITY, DRAINAGE & EMBANKMENT/BACKSLOPE EASEMENT |
| ● | 1/2" IRON ROD FOUND |
| ▣ | CEDAR FENCE POST FOUND |
| ○ | SET 1/2" IRON ROD WITH A BLUE "QUICK INC RPLS 6447" PLASTIC CAP |
| - - - - - - | SETBACKS, REFER TO SHEET 6 FOR DETAILS |
| — — — — | PUDEBE, REFER TO SHEET 6 FOR DETAILS |
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| | 100 YEAR WATER SURFACE ELEVATION AS CALCULATED BY MATKIN HOOVER ENGINEERING STUDY SEALED ON 04/28/2021 |
| ⊕ | TEMPORARY BENCHMARK 1001<br>NORTHING: 10235040.37'<br>EASTING: 3039515.64'<br>ELEVATION: 1114.23' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | LENGTH | DELTA | CHORD BEARING | CHORD LENGTH |
| C1 | 500.00' | 228.09' | 26°08'14" | N71° 48' 37"E | 226.12' |
| C2 | 500.00' | 81.55' | 9°20'41" | N89° 33' 04"E | 81.46' |
| C3 | 500.00' | 238.66' | 27°20'54" | N80° 32' 58"E | 236.40' |
| C4 | 500.00' | 211.55' | 24°14'31" | S03° 52' 04"E | 209.98' |
| C5 | 1000.00' | 441.13' | 25°16'29" | S28° 37' 35"E | 437.56' |
| C6 | 500.00' | 306.90' | 35°10'04" | S13° 21' 37"E | 302.10' |
| C7 | 530.00' | 187.69' | 20°17'25" | N74° 44' 01"E | 186.71' |
| C8 | 530.00' | 86.44' | 9°20'41" | N89° 33' 04"E | 86.35' |
| C9 | 470.00' | 66.79' | 8°08'33" | N89° 50' 52"W | 66.74' |
| C10 | 470.00' | 157.54' | 19°12'20" | S76° 28' 42"W | 156.81' |
| C11 | 25.00' | 37.97' | 87°00'42" | S23° 22' 11"W | 34.42' |
| C12 | 1030.00' | 74.56' | 4°08'50" | S18° 03' 45"E | 74.54' |
| C13 | 530.00' | 180.93' | 19°33'34" | S06° 12' 33"E | 180.05' |
| C14 | 530.00' | 43.32' | 4°40'58" | N05° 54' 42"E | 43.30' |
| C15 | 470.00' | 43.64' | 5°19'13" | S05° 35' 35"W | 43.63' |
| C16 | 470.00' | 155.22' | 18°55'18" | N06° 31' 41"W | 154.51' |
| C17 | 970.00' | 14.91' | 0°52'51" | N16° 25' 46"W | 14.91' |
| C18 | 970.00' | 134.47' | 7°56'34" | N20° 50' 28"W | 134.36' |
| C19 | 970.00' | 131.87' | 7°47'22" | N28° 42' 27"W | 131.77' |
| C20 | 970.00' | 136.29' | 8°03'02" | N36° 37' 38"W | 136.18' |
| C21 | 970.00' | 10.35' | 0°36'40" | N40° 57' 29"W | 10.35' |
| C22 | 25.00' | 21.68' | 49°40'47" | N66° 06' 13"W | 21.00' |
| C23 | 60.00' | 89.48' | 85°27'02" | N48° 13' 06"W | 81.42' |
| C24 | 60.00' | 40.78' | 38°56'33" | N13° 58' 42"E | 40.00' |
| C25 | 60.00' | 40.78' | 38°56'33" | N52° 55' 15"E | 40.00' |

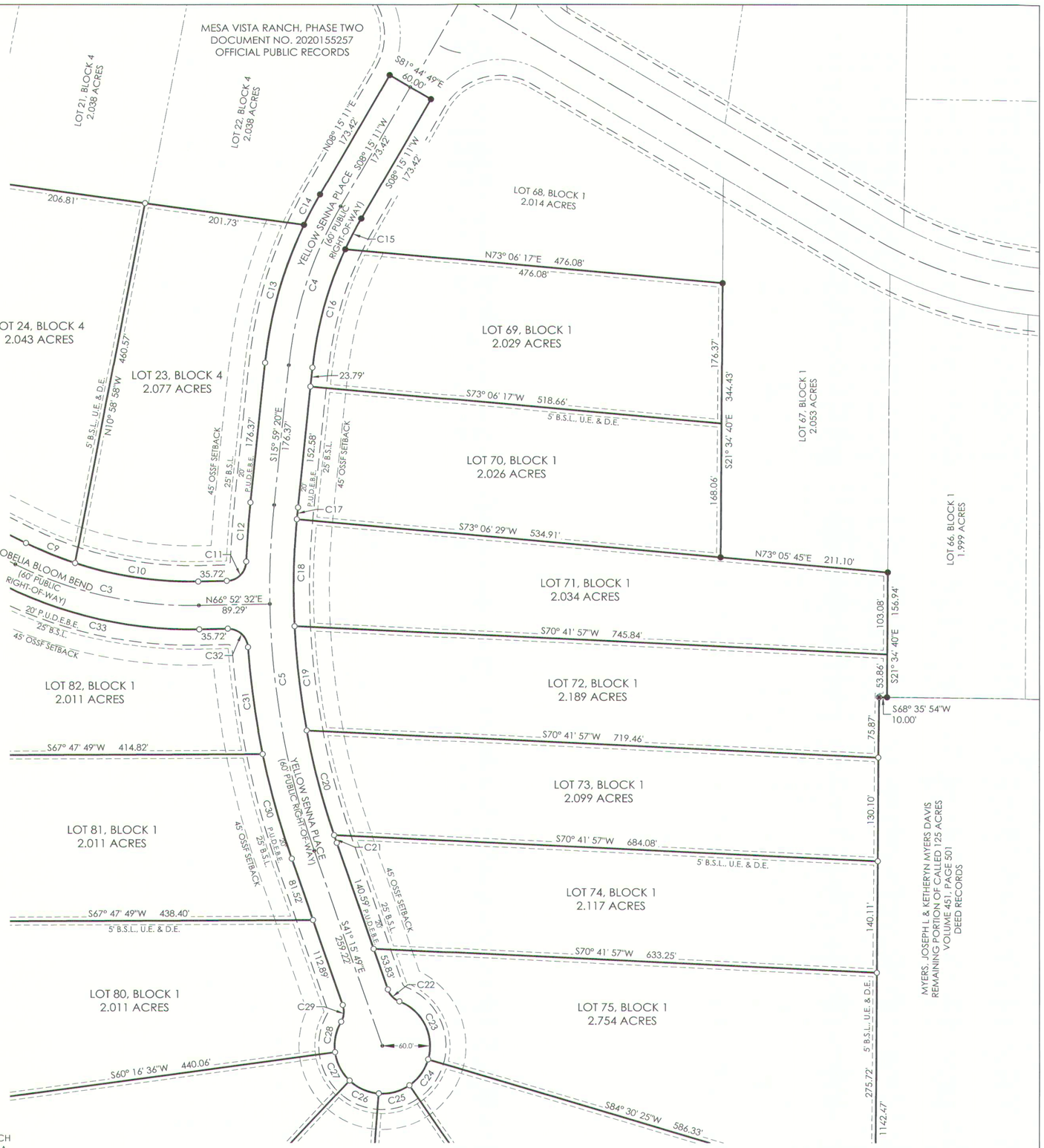
| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | LENGTH | DELTA | CHORD BEARING | CHORD LENGTH |
| C26 | 60.00' | 40.78' | 38°56'33" | S88° 08' 13"E | 40.00' |
| C27 | 60.00' | 40.78' | 38°56'33" | S49° 11' 40"E | 40.00' |
| C28 | 60.00' | 39.94' | 38°08'21" | S10° 39' 13"E | 39.21' |
| C29 | 25.00' | 21.68' | 49°40'47" | S16° 25' 26"E | 21.00' |
| C30 | 1030.00' | 136.66' | 7°36'07" | S37° 27' 46"E | 136.56' |
| C31 | 1030.00' | 135.71' | 7°32'56" | S29° 53' 14"E | 135.61' |
| C32 | 25.00' | 37.97' | 87°00'42" | S69° 37' 07"E | 34.42' |
| C33 | 530.00' | 252.98' | 27°20'54" | N80° 32' 58"E | 250.58' |
| C34 | 25.00' | 39.27' | 90°00'00" | N49° 13' 25"E | 35.36' |
| C35 | 470.00' | 251.11' | 30°36'43" | N11° 04' 56"W | 248.13' |
| C36 | 470.00' | 37.37' | 4°33'21" | N28° 39' 58"W | 37.36' |
| C37 | 25.00' | 21.68' | 49°40'47" | N55° 47' 02"W | 21.00' |
| C38 | 60.00' | 66.86' | 63°50'45" | N48° 42' 03"W | 63.45' |
| C39 | 60.00' | 40.78' | 38°56'33" | N02° 41' 36"E | 40.00' |
| C40 | 60.00' | 40.78' | 38°56'33" | N41° 38' 08"E | 40.00' |
| C41 | 60.00' | 40.78' | 38°56'33" | N80° 34' 41"E | 40.00' |
| C42 | 60.00' | 40.78' | 38°56'33" | S60° 28' 46"E | 40.00' |
| C43 | 60.00' | 62.56' | 59°44'38" | S11° 08' 11"E | 59.77' |
| C44 | 25.00' | 21.68' | 49°40'47" | S06° 06' 15"E | 21.00' |
| C45 | 530.00' | 130.42' | 14°05'58" | S23° 53' 40"E | 130.09' |
| C46 | 530.00' | 194.89' | 21°04'06" | S06° 18' 38"E | 193.79' |
| C47 | 25.00' | 39.27' | 90°00'00" | S40° 46' 35"E | 35.36' |
| C48 | 470.00' | 76.66' | 9°20'41" | N89° 33' 04"E | 76.57' |
| C49 | 470.00' | 160.29' | 19°32'27" | N75° 06' 30"E | 159.52' |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | N58° 44' 30"E | 41.01' |
| L2 | N58° 44' 30"E | 5.00' |
| L3 | N58° 44' 30"E | 20.00' |
| L4 | S85° 46' 35"E | 34.65' |
| L5 | N58° 44' 30"E | 13.00' |
| L6 | N58° 44' 30"E | 7.00' |
| L7 | S04° 13' 25"W | 67.04' |
| L8 | N67° 05' 34"E | 60.38' |
| L9 | N77° 33' 22"E | 704.95' |
| L10 | N67° 29' 21"E | 266.14' |
| L11 | S49° 46' 11"E | 248.26' |
| L12 | N80° 52' 59"E | 996.89' |
| L13 | N77° 56' 18"E | 663.11' |
| L14 | N49° 04' 28"E | 83.93' |
| L15 | N72° 58' 31"E | 97.73' |
| L16 | S52° 20' 38"E | 40.79' |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L17 | N67° 29' 21"E | 180.65' |
| L18 | S49° 46' 11"E | 252.02' |
| L19 | N80° 52' 59"E | 979.89' |
| L20 | N55° 03' 45"W | 112.49' |
| L21 | N68° 41' 52"W | 58.47' |
| L22 | N81° 24' 08"W | 102.13' |
| L23 | N30° 11' 27"W | 61.88' |
| L24 | N49° 04' 28"E | 95.70' |
| L25 | N72° 58' 31"E | 43.08' |
| L26 | S52° 20' 38"E | 81.47' |
| L27 | S82° 59' 52"E | 109.06' |
| L28 | S86° 42' 03"E | 69.21' |
| L29 | S23° 35' 30"E | 79.68' |
| L30 | S04° 53' 10"E | 60.74' |
| L31 | S67° 49' 10"E | 40.16' |

| DRIVEWAY CULVERT TABLE | | | | | |
|---|---|---|---|---|---|
| LOT NUMBER | BLOCK NUMBER | CULVERT Dia. (in) | CULVERT LENGTH (ft) | INVERT UP (ft) | INVERT DOWN (ft) |
| 91 | 1 | 18 or DIP | 22 | 1110.86 | 1110.75 |
| 92 | 1 | 18 | 22 | 1113.74 | 1113.63 |
| 23 | 4 | 24 or DIP | 22 | 1095.77 | 1094.95 |

DRIVEWAY CULVERT NOTES:
1. CONTRACTOR SHALL PLACE THE DRIVEWAY CULVERT WITHIN THE EXISTING BAR DITCH FLOWLINE AND PROVIDE A MINIMUM OF 1% SLOPE FOR POSITIVE DRAINAGE AND A MINIMUM LENGTH OF 22 FEET PER. WILLIAMSON COUNTY REQUIREMENTS.
2. EXACT DRIVEWAY LOCATIONS MAY AFFECT CULVERT INSTALLATION.
3. LOTS NOT LISTED ON THE DRIVEWAY CULVERT TABLE WILL UTILIZE A "DIP TYPE" DRIVEWAY.
4. DRIVEWAY CULVERTS WERE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER PER WILLIAMSON COUNTY SUBDIVISION REGULATIONS B11.3 AND B11.4.




| ENGINEER | OWNER/AGENT | | |
|---|---|---|---|
| MATKIN HOOVER ENGINEERING<br>3303 SHELL ROAD, SUITE 3<br>GEORGETOWN, TEXAS 78628<br>830-249-0600 | WARR-SWINBACK, LLC<br>950 ECHO LN. SUITE 357<br>HOUSTON, TEXAS, 77024<br>281-330-9769<br>KENNY@<br>GAGEANDCADECONSTRUCTION.COM | Quick Inc.<br>Land Surveying. Land Planning. Consulting.<br>Firm: 10194104 512-915-4950<br>1430 N. Robertson Road, Salado, Texas 76571 | SUBMITTAL DATE: JUNE 21, 2021<br>REVISION 1 DATE: AUGUST 2, 2021<br>REVISION 2 DATE: AUGUST 24, 2021<br>JOB NO. 17-2051.3<br>SHEET 3 OF 6<br>SITE DETAIL |

# FINAL PLAT
# PHASE THREE
# MESA VISTA RANCH

BEING A 78.701 ACRE TRACT OF LAND LOCATED IN THE E. LEICHTLE SURVEY, ABSTRACT NO. 382, WILLIAMSON COUNTY, TEXAS, SAID 78.701 ACRE TRACT, BEING THE REMAINING PORTION OF THAT CALLED 398.52 ACRE TRACT RECORDED IN DOCUMENT NO. 2017038953, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

LOT 88, BLOCK 1
2.476 ACRES
MFFE=1096

LOT 87, BLOCK 1
4.030 ACRES
MFFE=1093

LOT 86, BLOCK 1
5.528 ACRES
MFFE=1090
*4.42 ACRES

LOT 85, BLOCK 1
2.849 ACRES
MFFE=1085

LOT 82, BLOCK 1
2.011 ACRES

LOT 81, BLOCK 1
2.011 ACRES

LOT 80, BLOCK 1
2.011 ACRES

LOT 79, BLOCK 1
2.287 ACRES
MFFE=1085

LOT 78, BLOCK 1
2.165 ACRES
MFFE=1080

LOT 77, BLOCK 1
2.375 ACRES
MFFE=1076.5

LOT 76, BLOCK 1
4.183 ACRES
MFFE=1072

LOT 75, BLOCK 1
2.754 ACRES

LOT 74, BLOCK 1
2.117 ACRES

LOT 73, BLOCK 1
2.099 ACRES

LOT 72, BLOCK 1
2.189 ACRES

R.O.W. DEDICATION
6.078 ACRES

COUNTY ROAD 201
(VARIABLE WIDTH RIGHT-OF-WAY)

YELLOW SENNA PLACE
(60' PUBLIC RIGHT-OF-WAY)

CARLETON ROBERT LEE ESTATE
CALLED 105.09 ACRES
VOLUME 2379, PAGE 935
OFFICIAL PUBLIC RECORDS

100-YEAR WATER SURFACE ELEVATION AS CALCULATED BY MATKIN-HOOVER ENGINEERING STUDY SEALED ON APRIL 28, 2021

BED AND BANKS

VARIABLE WIDTH OSSF EASEMENT

VARIABLE WIDTH DRAINAGE EASEMENT

45' OSSF SETBACK

P.U.D.E.B.E.

S73° 13' 19"W 443.15'
S45° 40' 03"W 439.29'
S10° 02' 58"W 677.82'
N67° 50' 08"W 732.71'
N28° 53' 35"W 668.80'
N31° 15' 30"W 444.70'
S40° 22' 19"E 210.40'
N29° 36' 03"W 150.19'
S67° 47' 49"W 414.82'
S67° 47' 49"W 438.40'
S60° 16' 36"W 440.06'
S54° 15' 49"E 259.22'
S70° 41' 57"W 745.84'
S70° 41' 57"W 719.46'
S70° 41' 57"W 684.08'
S70° 41' 57"W 633.25'
S84° 30' 25"W 586.33'
S21° 20' 04"W 551.40'
N17° 36' 29"W 437.20'
N56° 35' 02"W 609.78'
S29° 36' 03"E 377.34'
S21° 34' 40"E 1142.47'
S75° 37' 10"W 2058.40'
N75° 37' 10"E 2042.11'

LEGEND

| | |
|---|---|
| P.O.B. | POINT OF BEGINNING |
| B.S.L. | BUILDING SETBACK LINE |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| P.U.D.E.B.E. | PUBLIC UTILITY, DRAINAGE & EMBANKMENT/BACKSLOPE EASEMENT |
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| ▭ | 100 YEAR WATER SURFACE ELEVATION AS CALCULATED BY MATKIN HOOVER ENGINEERING STUDY SEALED ON 04/28/2021 |
| ⊕ | TEMPORARY BENCHMARK 1001<br>NORTHING: 10235040.37'<br>EASTING: 3039515.64'<br>ELEVATION: 1114.23' |

SCALE: 1"=100'
0 50' 100' 150' 200'

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MATKIN HOOVER ENGINEERING
3303 SHELL ROAD, SUITE 3
GEORGETOWN, TEXAS 78628
830-249-0600

OWNER/AGENT
WARR-SWINBACK, LLC
950 ECHO LN. SUITE 357
HOUSTON, TEXAS, 77024
281-330-9769
KENNY@
GAGEANDCADECONSTRUCTION.COM

Quick Inc.
Land Surveying. Land Planning. Consulting.
Firm: 10194104 512-915-4950
1430 N. Robertson Road, Salado, Texas 76571



SUBMITTAL DATE: JUNE 21, 2021
REVISION 1 DATE: AUGUST 2, 2021
REVISION 2 DATE: AUGUST 24, 2021

JOB NO. 17-2051.3

# FINAL PLAT
# PHASE THREE
# MESA VISTA RANCH

BEING A 78.701 ACRE TRACT OF LAND LOCATED IN THE E. LEICHTLE SURVEY, ABSTRACT NO. 382, WILLIAMSON COUNTY, TEXAS, SAID 78.701 ACRE TRACT, BEING THE REMAINING PORTION OF THAT CALLED 398.52 ACRE TRACT RECORDED IN DOCUMENT NO. 2017038953, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

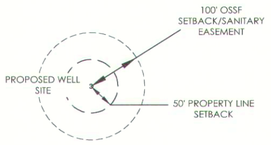
SCALE: 1"=200'

0 100' 200' 300' 400'

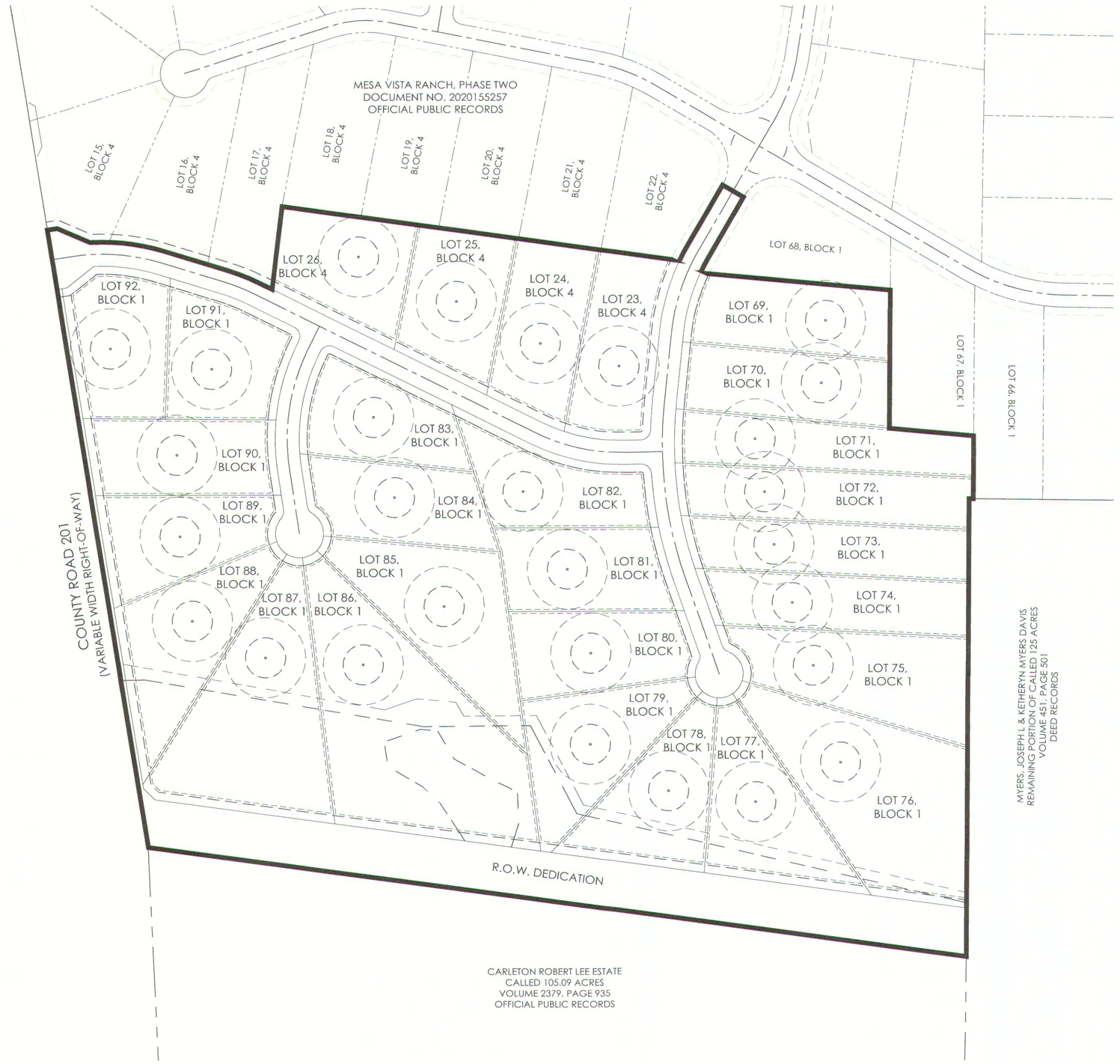
LEGEND

| | |
|---|---|
| P.O.B. | POINT OF BEGINNING |
| B.S.L. | BUILDING SETBACK LINE |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| P.U.D.E.B.E. | PUBLIC UTILITY, DRAINAGE & EMBANKMENT/BACKSLOPE EASEMENT |
| ● | 1/2" IRON ROD FOUND |
| ▣ | CEDAR FENCE POST FOUND |
| ○ | SET 1/2" IRON ROD WITH A BLUE "QUICK INC RPLS 6447" PLASTIC CAP |
| - - - - - - - - | SETBACKS, REFER TO SHEET 6 FOR DETAILS |
| — — — — | PUDEBE, REFER TO SHEET 6 FOR DETAILS |
| MFFE | MINIMUM FINISHED FLOOR ELEVATIONS |
| | 100 YEAR WATER SURFACE ELEVATION AS CALCULATED BY MATKIN HOOVER ENGINEERING STUDY SEALED ON 04/28/2021 |
| ⊕ | TEMPORARY BENCHMARK 1001<br>NORTHING: 10235040.37'<br>EASTING: 3039515.64'<br>ELEVATION: 1114.23' |

WELL LOCATION SETBACK DETAIL




NOTE: THE LOCATIONS SHOWN HEREON ARE FOR CONCEPTUAL PURPOSES ONLY. ALL WELL LOCATIONS MUST BE APPROVED BY THE PROPER AUTHORITY PRIOR TO BEING CONSTRUCTED.




| ENGINEER | OWNER/AGENT | | |
|---|---|---|---|
| MATKIN HOOVER ENGINEERING<br>3303 SHELL ROAD, SUITE 3<br>GEORGETOWN, TEXAS 78628<br>830-249-0600 | WARR-SWINBACK, LLC<br>950 ECHO LN. SUITE 357<br>HOUSTON, TEXAS, 77024<br>281-330-9769<br>KENNY@<br>GAGEANDCADECONSTRUCTION.COM | Quick Inc.<br>Land Surveying. Land Planning. Consulting.<br>Firm: 10194104 512-915-4950<br>1430 N. Robertson Road, Salado, Texas 76571 | SUBMITTAL DATE: JUNE 21, 2021<br>REVISION 1 DATE: AUGUST 2, 2021<br>REVISION 2 DATE: AUGUST 24, 2021<br>JOB NO. 17-2051.3<br>SHEET 5 OF 6<br>WELL DETAIL |

# FINAL PLAT
# PHASE THREE
# MESA VISTA RANCH

BEING A 78.701 ACRE TRACT OF LAND, LOCATED IN THE E. LEICHTLE SURVEY, ABSTRACT NO. 382, WILLIAMSON COUNTY, TEXAS, SAID 78.701 ACRE TRACT, BEING THE REMAINING PORTION OF THAT CALLED 398.52 ACRE TRACT RECORDED IN DOCUMENT NO. 2017038953, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

NEW RESIDENTIAL LOTS: 28

NOTES:
1. ACREAGE OF SUBDIVISION = 78.71 ACRES. THE OVERALL AVERAGE DENSITY OF LOTS IN THIS SUBDIVISION IS 2.81 AC/LOT.
2. A PORTION OF THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0230F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
3. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
4. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED VIA INDIVIDUAL PRIVATE, ON-SITE WELLS ON EACH LOT.
5. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ONSITE SEWAGE FACILITIES.
6. ELECTRIC SERVICE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE.
7. POSTAL SERVICE WILL BE PROVIDED BY CLUSTER BOXES ALONG VERBENA BLOSSOM BLUFF IN PHASE 1.
8. A TWENTY (20) FOOT PUBLIC UTILITY EMBANKMENT/BACKSLOPE AND DRAINAGE EASEMENT (P.U.D.E.B.E.) IS HEREBY DEDICATED ALONG THE FRONT PROPERTY LINE OF ALL LOTS IN THIS SUBDIVISION IN ADDITION TO THOSE UTILITY AND DRAINAGE EASEMENTS SHOWN ON THE PLAT. THERE IS ALSO HEREBY DEDICATED A FIVE (5) FOOT WIDE UTILITY AND DRAINAGE EASEMENT ADJACENT TO ALL NON-ROADWAY LOT LINES UNLESS OTHERWISE NOTED ON THE PLAT. IF TWO OR MORE LOTS ARE COMBINED AS A SINGLE HOME SITE, THIS EASEMENT SHALL BE RELINQUISHED ALONG THE COMMON LINE OR LINES OF THE COMBINED LOTS SO LONG AS NO UTILITY LINES OR DRAINAGE IMPROVEMENTS ARE LOCATED THEREIN.
9. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES.
10. GRANTOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
11. UNLESS OTHERWISE NOTED, ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET 1/2" IRON ROD WITH A RED "QUICK, INC. RPLS #6447" PLASTIC CAP.
12. BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
13. IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
14. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THE PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
15. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
16. ALL DRIVEWAYS ONTO RURAL COUNTY ROADS WHOSE LOT IS SERVED BY A SEPTIC SYSTEM SHALL BE REQUIRED TO OBTAIN A PERMIT FROM THE WILLIAMSON COUNTY ENGINEERS OFFICE PRIOR TO CONSTRUCTION. THE SUBDIVISION DEVELOPER WILL BE HELD RESPONSIBLE TO NOTIFY BUILDERS AND LOT OWNERS OF THIS REQUIREMENT.
17. ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED ON ALL ROADS.
18. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.
19. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
20. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY, THIS HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.
21. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.
22. DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO COUNTY ROAD 201.
23. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY MATKINHOOVER ENGINEERING AND SURVEYING, PROJECT NO. 2899.03 DATED MAY 12, 2021.
24. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3.
25. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION EXCEPT FOR BLOCK 1/LOTS 76-79 AND 85-88. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
26. MAXIMUM OF 20% IMPERVIOUS COVER PER LOT.
27. ALL OBSTRUCTIONS ARE PROHIBITED WITHIN DRAINAGE EASEMENTS.
28. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR BLOCK 1/LOTS 76-79 AND 85-88, PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WLLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.

I GARRETT D. KELLER, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS ENCROACHED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 48491C0230F. EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT GEORGETOWN, WILLIAMSON COUNTY, TEXAS, THIS 30th DAY OF September, 2021.

GARRETT D. KELLER
REGISTERED PROFESSIONAL ENGINEER
NO. 111511 STATE OF TEXAS

STATE OF TEXAS
GARRETT D. KELLER
111511
LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, TRAVIS QUICKSALL, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF GEORGETOWN, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT GEORGETOWN, WILLIAMSON COUNTY, TEXAS, THIS 30 DAY OF September, 2021.

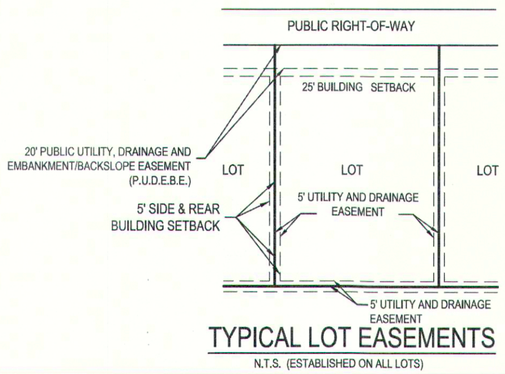
TRAVIS QUICKSALL
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6447 STATE OF TEXAS

STATE OF TEXAS REGISTERED
TRAVIS L. QUICKSALL
6447
PROFESSIONAL LAND SURVEYOR

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATION, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

for Adam D. Boatright
J. TERRON EVERTSON, PE, DR, CFM
WILLIAMSON COUNTY ENGINEER
Adam D. Boatright

9/30/2021
DATE




TYPICAL LOT EASEMENTS
N.T.S. (ESTABLISHED ON ALL LOTS)

| STREET SUMMARY TABLE | | | | | | |
|---|---|---|---|---|---|---|
| NAME | LENGTH | ROW WIDTH | CLASSIFICATION | DESIGN SPEED | PAVEMENT WIDTH | MAINTENANCE AUTHORITY |
| LOBELIA BLOOM BEND | 1650 LF | 60' | LOCAL COLLECTOR | 35 MPH | 30' | PUBLIC |
| RED YUCCA COURT | 534 LF | 60' | LOCAL RURAL | 25 MPH | 23' | PUBLIC |
| YELLOW SENNA PLACE | 1262 LF | 60' | LOCAL RURAL | 25 MPH | 23' | PUBLIC |

(1) DIMENSIONS FROM BACK OF CURB TO BACK OF CURB

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

I, KENNY WARR, CO-OWNER AND AGENT FOR WARR-SWINBANK, LLC, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2017038953 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS MESA VISTA RANCH PHASE 3.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 30th DAY OF SEPTEMBER, 2021.

WARR-SWINBANK, LLC
C/O KENNY WARR
950 ECHO LN, STE 357
HOUSTON, TX 77024

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

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED KENNY WARR, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 30 DAY OF SEPTEMBER, 2021

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: 6-14-2023

VICKY EDWARDS
Notary ID #7747110
My Commission Expires
June 14, 2023

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE _____DAY OF _____, 20__A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

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

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

BILL GRAVELL, JR, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK, __.M., AND DULY RECORDED THIS THE ____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK, __.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.
TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY


OWNER/DEVELOPER:
WARR-SWINBANK, LLC
C/O KENNY WARR
4400 COUNTY ROAD 201
LIBERTY HILL, TX 78642
OFF: (281) 330-9769
KENNY@GAGEANDCADECONSTRUCTION.COM

SURVEYOR:
QUICK INC.
C/O TRAVIS QUICKSALL, R.P.L.S
1430 NORTH ROBERTSON ROAD
SALADO, TEXAS 76571
OFF: (512) 915-4950
TQUICKSALL@QUICK-INC.NET

AGENT/PREPARER:
MATKIN HOOVER
ENGINEERING & SURVEYING
C/O GARRETT D. KELLER, P.E.
3303 SHELL RD SUITE 3
GEORGETOWN, TEXAS 78628
OFF: (512) 868-2244
FAX: (830) 249-0099
GKELLER@MATKINHOOVER.COM

MATKINHOOVER ENGINEERING & SURVEYING
8 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600
CONTACT@MATKINHOOVER.COM
TEXAS REGISTERED ENGINEERING FIRM F-004512
TEXAS REGISTERED SURVEYING FIRM F-10024000
3303 SHELL ROAD SUITE 3
GEORGETOWN, TEXAS 78628
OFFICE: 512.868.2244
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS


DATE: JUNE 2021
JOB NO. - 2899.03

**Commissioners Court - Regular Session** **31.**

**Meeting Date:** 10/05/2021

Indigent/Abandoned Burial

**Submitted For:** Bill Gravell **Submitted By:** Andrea Schiele, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action to approve an Order Authorizing Interment of Decedent's Remains by cremation of deceased (Ricky L. Pate) who passed away in Justice of the Peace, Precinct 2 of Williamson County, Texas where there has been an inquest by the Justice of the Peace and the County has duty to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

### Background

## Fiscal Impact

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

## Attachments

Order for Interment

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. (Originator) | Becky Pruitt | 09/30/2021 11:03 AM |
| Form Started By: Andrea Schiele | | Started On: 09/30/2021 10:38 AM |
| Final Approval Date: 09/30/2021 | | |

**STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

**ORDER OF COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AUTHORIZING INTERMENT OF DECEDENT'S REMAINS (Ricky L. Pate)**

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Ricky L. Pate (SSN xxx-xx-8661) passed away on September 9, 2021 at the age of 64 in Williamson County, Texas while admitted at St. David's Round Rock Medical Center and had a last known address at: 2102 E. Ben White Blvd., Austin, Texas.

The Court finds that there has been investigation to obtain information regarding next of kin and the ability to pay for interment expenses. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsive or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is

qualified on the facts of this case for indigent burial; therefore, the county has discretion to, if necessary, cover the costs of interment.

The Court further finds that there is no person with duty to inter as set forth in Chapter 711 of the Texas Health & Safety Code; therefore, the duty to inter the remains or falls to Williamson County at this time, and the Court has received a request from the Justice of Peace, Pct. 2 for interment of the body.

**IT IS THEREFORE ORDERED THAT** the deceased body shall be interred (*i.e.,* permanent disposition of remains by cremation, entombment, burial, or placement in a niche).

**IT IS FURTHER ORDERED THAT** Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this _____ day of October 2021.

_____
Hon. Bill Gravell
Williamson County Judge

**Commissioners Court - Regular Session** **32.**

**Meeting Date:** 10/05/2021

Indigent/Abandoned Burial

**Submitted For:** Bill Gravell **Submitted By:** Andrea Schiele, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take any necessary action to approve order for interment by cremation of deceased (William D. Treadaway) who passed away in Justice of the Peace, Pct. 4 of Williamson County, TX where there has been no inquest by the Justice of the Peace and the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

### Background

## Fiscal Impact

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

## Attachments

Order for Interment

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. (Originator) | Becky Pruitt | 09/30/2021 12:04 PM |
| Form Started By: Andrea Schiele | | Started On: 09/30/2021 10:53 AM |
| Final Approval Date: 09/30/2021 | | |

**STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

**ORDER OF COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AUTHORIZING INTERMENT OF DECEDENT'S REMAINS (William D. Treadaway)**

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

William D. Treadaway (SSN xxx-xx-1774) passed away on September 20, 2021 at the age of 74 in Williamson County, Texas while admitted at: Seton Medical Center Williamson, Round Rock, TX 78665.

The Court finds that there has been investigation to obtain information regarding next of kin and the ability to pay for interment expenses. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsive or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified on the facts of this case for indigent burial; therefore, the county has

discretion to cover the costs of interment.

The Court further finds that there has been no inquest ordered in this case, and there is no person with duty to inter as set forth in Chapter 711 of the Texas Health & Safety Code; therefore, the duty to inter the remains or falls to Williamson County at this time.

**IT IS THEREFORE ORDERED THAT** the deceased body shall be interred (*i.e.,* permanent disposition of remains by cremation, entombment, burial, or placement in a niche).

**IT IS FURTHER ORDERED THAT** Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this _____ day of October 2021.

_____
Hon. Bill Gravell
Williamson County Judge

**Commissioners Court - Regular Session** **33.**

**Meeting Date:** 10/05/2021

Constable Pct. 3 Appointment

**Submitted For:** Valerie Covey **Submitted By:** Rachel Rull, Commissioner Pct. #3

**Department:** Commissioner Pct. #3

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action regarding the appointment of Matthew Lindemann to serve as Williamson County Constable Precinct No. 3, thereby filling the vacancy created by the passing of Constable Kevin Stofle (Deceased), with such appointment being effective as of October 5, 2021 and continuing thereafter until the next general election pursuant to Loc. Gov't Code Sec. 87.041; and to approve an oath of office and a bond executed in the amount of $1,500.00.

**Background**

The Constable Pct. 3 office is one of the busiest constable offices in Williamson County with a large workload. With the sudden passing of Constable Kevin Stofle, it is imperative to appoint a highly qualified law enforcement official expeditiously to keep the operations in the Constable Pct. 3 office consistent.

Matthew Lindemann is a 36-year veteran law enforcement officer. He was born and raised in Williamson County in the small community of Bartlett. After high school, Lindemann attended the Central Texas Regional Police Academy in Killeen. Upon graduation, he was hired as a jailer at the Williamson County Jail. After his time as a jailer, Lindemann was hired as a deputy sheriff.

In 1990, he was accepted to the Texas Department of Public Safety Recruit School, where he graduated seventh out of a class of one hundred. He was assigned as a State Trooper in Cedar Park, TX.

In 1997, he was promoted to Sergeant in the Texas Ranger Division of the Texas Department of Public Safety.

In 1999, Lindemann was assigned to Gov. George W. Bush's protective detail during his nationwide presidential campaign.

In 2012, he co-created the Robbery Investigators of Texas (RIOT).

In 2015, Lindemann became the first line supervisor for the Texas Ranger Public Integrity Unit, where he responded to the fertilizer explosion in West, TX and was one of the on-scene commanders during the investigation into the tragic church shooting in Southerland Springs.

He has served as a Sergeant Investigator for the Williamson County District Attorney's office since March 2019.

These are highlights to an impressive resume that is attached.

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**Fiscal Impact**

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

**Attachments**

Bond
Matthew Lindemann Resume
Reference Letter
Photo
Oath of Office

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 12:00 PM |
| Form Started By: Rachel Rull | | Started On: 09/30/2021 10:10 AM |
| Final Approval Date: 09/30/2021 | | |

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

# TEXAS OFFICIAL BOND AND OATH FOR CONSTABLE

THE STATE OF TEXAS

County of Williamson

Bond No. TX5693358

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Matthew Lindemann, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Governor of the State of Texas, his/her successors in office, in the sum of One Thousand Five Hundred Dollars ($1,500.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 5th day of October, 2021, duly Appointed to the office of Constable in and for Williamson County in the State of Texas, for a term commencing on the 5th day of October, 2021 and expiring on the 31st day of December, 2024.

Now, therefore, if the said Principal shall faithfully perform the duties imposed by law, then this obligation to be void, otherwise to be in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 29th day of September, 2021.

Matthew Lindemann
Principal

By: Matthew Lindemann
Matthew Lindemann

Merchants Bonding Company (Mutual)

By: _____
Amy Young Attorney-in-Fact

**ACKNOWLEDGEMENT OF PRINCIPAL**

THE STATE OF TEXAS

County of _____

Before me, _____, a notary public, on this day personally appeared Matthew Lindemann known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at _____

this _____ day of _____, _____.

_____

PO 0158 TX (2/15)

_____County, Texas.

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at_____, Texas, this_____day of _____, _____.

_____

SEAL

_____County, Texas

THE STATE OF TEXAS
County of _____ } ss

The foregoing bond of _____as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Date _____

_____ Clerk _____County Judge,

County Court _____ County _____County, Texas

THE STATE OF TEXAS
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, _____, at_____o'clock____ M., and duly recorded the _____ day of _____, _____, at_____o'clock____ M., in the Records of Official Bonds of said County in Volume _____, on page_____.

WITNESS my hand and the seal of the County Court of said County, at office in _____ _____, Texas, the day and year last above written.

_____Clerk

By _____ Deputy County Court _____County

MERCHANTS BONDING COMPANY™

# POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Amy Young**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of September , 2021 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

**MERCHANTS BONDING COMPANY (MUTUAL)**
**MERCHANTS NATIONAL BONDING, INC.**

By Larry Taylor
*President*

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 29th day of September , 2021 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

**POLLY MASON**
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
*Notary Public*

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 29th day of September , 2021 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
*Secretary*

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. Box 14498 · DES MOINES, IOWA 50306-3498 · (800) 678-8171 · (515) 243-3854 FAX

# IMPORTANT NOTICE

## Have a complaint or need help?

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

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

Merchants Bonding Company (Mutual)

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

Call: Compliance Officer at 800-678-8171

Toll-free: 1-800-678-8171

Email: regulatory@merchantsbonding.com

Mail: P.O. Box 14498, Des Moines, IA 50306-3498

To get insurance information you may also contact your agent:

Program Insurance Group

Call: 512-869-2002

Mail: 3609 Williams Dr #101 Georgetown, TX 78628

**The Texas Department of Insurance**

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

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

MERCHANTS BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. BOX 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

# TEXAS ENDORSEMENT

The following has been added, and supersedes any provision to the contrary.

**The following actions shall be commenced within 2 years and 1 day from the date the cause of action first accrues:**

1. Any claim, action, suit or proceeding against the Surety.

# MATTHEW LINDEMANN

P.O. Box 1261
Georgetown, Texas 78627

## EMPLOYMENT HISTORY

**WILLIAMSON COUNTY DISTRICT ATTORNEY** **03/2019 to PRESENT**
405 MLK Box 1
Georgetown, Texas 78626

**Sergeant Investigator -** Responsible for providing professional and investigative assistance to the District Attorney of Williamson County relating to felony criminal cases:

- Leads and assists law enforcement personnel in conducting investigations of felony criminal cases and advises investigative personnel on best practices/applications relative to criminal investigations
- Assists the District Attorney in gathering pertinent data, identifying significant factors, and recognizing solutions for complex or specialized cases
- Assists in reconstructing events, sequences, and time elements in the preparation of criminal cases
- Compiles files for prosecution in felony criminal cases through interviews, research, and investigation
- Interviews and submits statements of victims and witnesses
- Attends appropriate Court proceedings
- Reviews case material for information that will assist in the successful prosecution of cases
- Prepares written reports for the prosecuting attorney to included information obtained through investigations
- Prepares and serves: complaint, arrest warrant, criminal trial, and grand jury subpoenas
- Interviews or interrogates adult defendants in the development of criminal cases
- Collects and preserves evidence used in the prosecution of felony cases/trials and reviews various reports such as medical autopsy and forensic reports as part of the investigative process
- Assists crime victims and witnesses during trials

**TEXAS DEPARTMENT OF PUBLIC SAFETY – TEXAS RANGER DIVISION**

**Lieutenant – 13730 Research Blvd., Austin** **5/2014 to 11/2018**

- Provided police supervision for ten Texas Rangers assigned to cover fourteen central Texas counties
- Assisted with managing the budget for Company "F"
- Maintained inventory of equipment issued to the Texas Rangers under my command
- Served as the program administrator for the Region Six Special Response Team covering forty-two counties.
- Reviewed and approved tactical operational plans
- Reviewed and approved criminal investigative reports
- Responded to major crime scenes
- Managed and directed major criminal investigations as an on-scene incident commander when needed.
- Supervised Rangers assigned to the Texas Ranger Public Integrity Unit
- Provided Texas Ranger presentations to civic organizations
- Conducted liaison with law enforcement administrators and public officials

**Sergeant – 515 Pine Street, Georgetown** **9/2002 to 4/2014**
**Sergeant – 13730 Research Blvd., Austin** **4/1998 to 8/2002**

**Sergeant – 2701 Johnson Street, Greenville 6/1997 to 3/1998**

- Conducted criminal investigations
- Arrested wanted persons
- Enforced state laws
- Assisted local, state, and federal law enforcement agencies with criminal investigations within their jurisdiction
- Testified in District Court, Grand Jury and Federal Court
- Served on the Texas Ranger Reconnaissance Team carrying out assignments along the Texas/Mexico border
- Served on the Texas Ranger Precision Rifle Team providing tactical marksman support for S.W.A.T. and Region Six Special Response Team
- Firearms Instructor - provided instruction and qualification for the Texas Ranger Division
- Provided Digital Police Photography Instruction to the Texas Ranger Division and officers from other law enforcement agencies across the State of Texas
- Governor's Protective Detail - provided dignitary protection to Governors Bush and Perry during their Presidential Campaigns
- Provided Texas Ranger presentations to civic organizations
- Conducted liaison with criminal investigators from law enforcement agencies within my assigned duty station

**State Trooper – Texas Highway Patrol – 515 Pine Street, Georgetown 4/1993 to 5/1997**
**State Trooper – Texas Highway Patrol - Cedar Park 9/1990 to 3/1993**

- Enforced State Criminal and Traffic Laws
- Investigated Traffic Crashes
- Patrolled the rural areas of the State of Texas
- Arrested wanted persons
- Provided investigative assistance to local law enforcement
- Civil Disturbance Management Team – Responded to demonstrations and civil unrest
- Special Weapons and Tactics Team – Responded to high-risk tactical situations across the State of Texas
- Region Six Honor Guard – Presented colors at dignitary/officer funerals and special civic events
- Conducted liaison with law enforcement in Williamson and surrounding counties

**WILLIAMSON COUNTY SHERIFF'S OFFICE 3/1985 to 3/1990**

**Patrol – Corporal – 312 Main Street, Georgetown**

- Responded to calls for service from the public
- Provided police supervision to seven patrol deputies
- Completed criminal investigations/reports
- Arrested wanted persons
- Enforced state and local laws
- Conducted liaison with law enforcement agencies in Williamson county

**Patrol – Deputy – 312 Main Street, Georgetown**

- Responded to calls for service from the public
- Completed criminal investigations/reports
- Assisted local, state, and federal law enforcement agencies
- Testified in Justice, County, and District Courts
- Transported prisoners
- Served as a bailiff in County Court

**Corrections Officer – 312 Main Street, Georgetown**

- Supervised Inmates in the county jail

- Supervised Inmate visitation
- Guarded Inmates during recreation
- Transported Inmates to medical facilities
- Transported Inmates to court

## EDUCATION AND TRAINING

**Training Recognized by the Texas Commission on Law Enforcement in Excess of 6200 hours.**

| | |
|---|---|
| **Texas Department of Public Safety Command College** | 7/2015 to 11/2015 |
| **National Forensic Academy** | 1/2006 to 3/2006 |
| **Texas Department of Public Safety Recruit School** | 3/1990 to 8/1990 |
| **Central Texas Regional Police Academy** | 1/1985 to 3/1985 |
| **Bartlett High School** | 9/1980 to 5/1984 |

## NOTABLE CERTIFICATE(S) & SPECILIZATION(S)

**Master Peace Officer License**
**Law Enforcement Instructor License**
**Law Enforcement Firearms Instructor**
**Certified Crisis Negotiator**
**Marine Safety Enforcement Officer**
**Mental Health Officer Certification**
**FEMA Incident Command**
**Digital Police Photography Instructor**
**Founding Member Robbery Investigators of Texas**
**FBI-LEEDA Trilogy Leadership Award**
**Major Criminal Investigations**
**Multi-Agency Criminal Investigations**
**Robbery & Burglary Investigations**
**Public Integrity Investigations**
**Crime Scene Reconstruction**
**NTOA – SWAT Command Decision Making**
**Blood Spatter Interpretation**

***Reference Attached***

To Whom it may Concern:

During the course of my forty-three year career with the Texas Department of Public Safety, twenty-seven years as a Texas Ranger, I met and was privileged to work with many truly outstanding, professional public servants. One of the absolute best of these was Matt Lindemann.

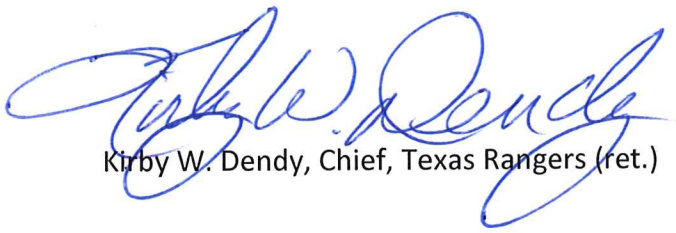
Matt promoted to Texas Ranger in 1997 and was assigned to Company F, of which I was the commander. Matt's ability to adapt to his new position and learn quickly were impressive. Equally impressive was Matt's friendly, easy to get along with personality and his eagerness to be a productive, valued member of the Company. He accepted all assignments and duties without complaint and did an exceptional job in the process. I quickly learned that any assignment Matt was given would be completed properly and without the need for supervision. He proved to be a self-starter and initiated the majority of his work independent of supervisory instruction. In a remarkably short period of time, Matt was conducting complex criminal investigations with a quality level that far exceeded those of many of his peers with more experience. The reports he submitted to document these investigations were always received in a timely manner, were well written and thorough in detail. The high ethical standards Matt set for himself were evident in his work and his integrity was impeccable. Matt became a leader in Company F that other Rangers looked up to and was often sought out by his peers for his opinions and assistance with their investigations. Over the course of Matt's time as a Texas Ranger, he experienced just about every kind of law enforcement situation an officer could possibly face. He conducted criminal and administrative investigations, hunted down and arrested fugitives, protected lives and property at mass gatherings, protected the Texas/Mexico border, and was a first responder to natural disasters.

Local police agencies within Matt's geographic area of responsibility soon came to rely upon his assistance and insisted he be a part of their major investigations. Maintaining cooperative, friendly relations with local agencies can sometimes be a challenge when personalities clash, jealousy develops or conflicts immerge. But, Matt's easy going personality and the respect he received from the local officers allowed him to avoid these potential problems. An important and sometimes difficult aspect of being a Texas Ranger involves coordinating and directing the investigative efforts of large numbers of officers, often from different agencies. Directing the activities of others over whom you have no actual control or authority can be a delicate proposition. Matt repeatedly demonstrated his ability to successfully handle these type situations without issue or complaint.

For the past four years, Matt has been a Ranger Lieutenant which is primarily a supervisory position. The Rangers Matt supervises are fortunate to have a man of his experience to provide them guidance, input and leadership. His patience and mentoring skills are especially valuable in guiding and influencing new Rangers in their formative years in their new positions. He is respected and well liked by all that work for him.

I could go on and on with reasons and examples of why I so highly respect and regard Matt. In addition to the outstanding character and personality traits he possesses, stated simplistically, Matt's just good person. There are few people I would feel this confident in recommending but the bottom line is:

Without any reservation, I highly recommend Texas Ranger Lieutenant Matt LIndemann to anyone seeking to fill a position requiring irreproachable integrity, a world class work ethic, extensive law enforcement experience and training, a heightened sense of dedication and a fantastic, well rounded personality.



Kirby W. Dendy, Chief, Texas Rangers (ret.)

Lifetouch®

In the name and by the authority of

# The State of Texas

## OATH OF OFFICE

**I, Matthew Lindemann, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Williamson County Constable, Precinct #3 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.**

_____
**Affiant**

**SWORN TO and subscribed before me by affiant on this 5th day of October, 2021.**

_____
**Signature of Person Administering Oath**

**(Seal)**

**Judge Billy Ray Stubblefield**
**Printed Name**

**Judge of the 3rd Administrative Judicial District**
**Title**

Form #2204

**Commissioners Court - Regular Session** **34.**

**Meeting Date:** 10/05/2021

Constable Pct. 3 Deputies Appointment

**Submitted For:** Valerie Covey **Submitted By:** Rachel Rull, Commissioner Pct. #3

**Department:** Commissioner Pct. #3

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on approving an application from Williamson County Constable Precinct No. 3 Matthew Lindemann for authority to appoint employees pursuant to Subchapter A of Local Government Code Chapter 151.

### Background

## Fiscal Impact

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

## Attachments

Application to Employee

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 12:01 PM |
| Form Started By: Rachel Rull | | Started On: 09/30/2021 10:36 AM |
| Final Approval Date: 09/30/2021 | | |

**Application to Commissioners' Court to Employ Personnel**

**To the Honorable Commissioners' Court of Williamson County**

**I, ___Matthew Lindemann____, of Williamson County, Texas, hereby make application for authority to employ the following per Local Govt Code 151.001(b):**

| Proposed Effective Date | Title and # of Positions | Proposed Salary with longevity | |
|---|---|---|---|
| 10/5/2021 | Sergent Writ Specialist 1814 | $ | 78,873.00 |
| 10/5/2021 | Constable Clerk II 288 | $ | 43,059.92 |
| 10/5/2021 | Constable Clerk II 300 | $ | 46,044.88 |
| 10/5/2021 | Constable Clerk II 301 | $ | 46,044.88 |
| 10/5/2021 | Chief Deputy Constable 289 | $ | 104,958.94 |
| 10/5/2021 | Constable Sergeant 291 | $ | 82,059.40 |
| 10/5/2021 | Constable Sergeant 292 | $ | 88,823.80 |
| 10/5/2021 | Deputy Constable 295 | $ | 73,114.42 |
| 10/5/2021 | Deputy Constable 294 | $ | 71,680.75 |
| 10/5/2021 | Deputy Constable 293 | $ | 67,546.43 |
| 10/5/2021 | Deputy Constable 297 | $ | 64,923.38 |
| 10/5/2021 | Deputy Constable 298 | $ | 66,221.83 |
| 10/5/2021 | Deputy Constable 299 | $ | 61,178.69 |
| 10/5/2021 | Deputy Constable 296 | $ | 61,178.69 |

Date _____ Sworn to _____ _____

Elected Official

**Commissioners Court - Regular Session** **35.**

**Meeting Date:** 10/05/2021

Field of Honor

**Submitted By:** Becky Pruitt, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Hear a presentation regarding Field of Honor, a Tribute to Service Above Self.

### Background

Georgetown Rotarty Club Field of Honor Chair Dr. Jeanne Cox will be presenting on the Fifth Annual 2021 Field of Honor Nov. 6-14, 2021 held at the San Gabriel Park.

## Fiscal Impact

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

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. (Originator) | Becky Pruitt | 09/20/2021 10:52 AM |
| Form Started By: Becky Pruitt | | Started On: 09/17/2021 10:05 AM |
| Final Approval Date: 09/20/2021 | | |

**Commissioners Court - Regular Session** **36.**

**Meeting Date:** 10/05/2021

National 4-H Week Proclamation

**Submitted By:** Katherine Whitney, Extension Service

**Department:** Extension Service

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss and take appropriate action to proclaim October 3-9, 2021, as National 4-H Week in Williamson County. Presentation by Senior 4-H members.

### Background

## Fiscal Impact

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

## Attachments

National 4-H Proclamation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 09/24/2021 03:01 PM |

Form Started By: Katherine Whitney Started On: 09/24/2021 10:36 AM

Final Approval Date: 09/24/2021

# FIND YOUR SPARK

## National 4-H Week 2021

# Proclamation

WHEREAS, The Williamson County is proud to honor the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 114 years of providing experience-based education to youngsters throughout the Lone State State; and

WHEREAS, This admirable program, which seeks to provide a learning experience for the whole child, including head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

WHEREAS, Its more than 550,000 urban, suburban, and rural youth participants, ranging in age from eight to nineteen, hail from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

WHEREAS, The program undoubtedly could not have achieved the success that it has today were it not for the service of its more than 22,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

WHEREAS, Throughout its proud history, the 4-H program has developed positive role models for countless Texans and through its innovative and inspiring programs, continues to build character and to instill the values that have made our state strong and great; now, therefore, be it

RESOLVED, Williamson County hereby designated October 3-9, 2021 as National 4-H Week in Texas and commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.

_____

County Judge

_____ _____

Commissioner Precinct 1 Commissioner Precinct 2

_____ _____

Commissioner Precinct 3 Commissioner Precinct 4

_____

Date

**Commissioners Court - Regular Session** **37.**

**Meeting Date:** 10/05/2021

Breast Cancer Awareness

**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 breast cancer awareness resolution and declaring the month of October as "Breast Cancer Awareness Month".

### Background

## Fiscal Impact

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

## Attachments

Breast Cancer Resolution

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 08:27 AM |
| Form Started By: Kathy Pierce | | Started On: 09/29/2021 05:22 PM |
| Final Approval Date: 09/30/2021 | | |

*State of Texas*
*County of Williamson*
*Know all men by these presents:*

That on the 5th day of October 2021 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Russ Boles, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

## RESOLUTION

**WHEREAS,** one in eight women (about 13%) will be diagnosed with breast cancer sometime during their lifetime; and

**WHEREAS**, in 2021, an estimated 281,550 new cases of invasive breast cancer are expected to be diagnosed among women in the U.S., along with 49,290 new cases on non-invasive breast cancer in women, and 2,650 new cases of invasive breast cancer in men; and

**WHEREAS**, for women in the U.S., breast cancer death rates are higher than those for any other cancer, besides lung cancer; and

**WHEREAS**, the breast cancer death rate has decreased due to improvements in treatment and earlier detection, but the breast cancer incident rates have increased slightly this year; and

**WHEREAS**, the rate of survival dramatically increases when breast cancer is diagnosed early at Stage-1, with a recent study showing that 4-year relative survival was 98% or greater; and

**WHEREAS**, according to American Cancer Society, only 30% of uninsured women were up do date with breast cancer screening in 2018, compared to 64% of insured women; and

**WHEREAS**, COVID-19 has further increased the number of uninsured women that have not received vital healthcare screenings, due to shut down of diagnostic facilities and fear of the global pandemic; and

**WHEREAS**, the Williamson County Commissioners Court encourages all women to receive breast cancer screenings and preventative healthcare that can save lives.

**NOW THEREFORE, BE IT RESOLVED**, that the Williamson County Commissioners Court declares the month of October 2021 as “Breast Cancer Awareness Month”.

_____
Bill Gravell, Jr., County Judge

**Commissioners Court - Regular Session** **38.**

**Meeting Date:** 10/05/2021

Bridge Church Vehicle Reimbursement Agreement 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 Vehicle Reimbursement Agreement with Bridge Church for off duty contracting of County Sheriff Deputies to be effective October 16, 2021 (Traffic control at 747 CR 138 in Hutto).

### Background

This agreement gives permission for Bridge Church to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies vehicle usage. This agreement will begin on October 16, 2021 and will terminate on September 30, 2022.

## Fiscal Impact

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

## Attachments

Bridge Church

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 10:39 AM |
| Form Started By: Starla Hall | | Started On: 09/30/2021 09:56 AM |
| Final Approval Date: 09/30/2021 | | |

| | | |
|---|---|---|
| **STATE OF TEXAS** | § | **VEHICLE REIMBURSEMENT** |
| | § | **AGREEMENT WITH** |
| | § | **NON-GOVERNMENTAL** |
| | § | **ORGANIZATION** |
| | § | **REGARDING OFF-DUTY** |
| **COUNTY OF WILLIAMSON** | § | **CONTRACTING OF COUNTY DEPUTIES** |

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the 10/16/2021 vj ~~09/29/2021~~, 20___ and shall terminate on September 30, 20 22. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

| | |
|---|---|
| **LEA**: | At the address set forth on signature page below. |
| COUNTY: | Williamson County Auditor's Office<br>Attn: Finance Director<br>710 Main Street, Suite 301<br>Georgetown, Texas 78626 |

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

[1] It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**NON-GOVERNMENTAL ORGANIZATION:**

Name of Organization: Bridge Church

Signature: _____

Printed Name: David McLain

Title: Lead Pastor

Date: 09/29, 2021

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: September 30, 2021

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE
REGARDING COUNTY-VEHICLE USE
DURING OFF-DUTY SERVICES OF
COUNTY DEPTUIES

~~TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR~~
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[2]

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

By: _____
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____ _____, 20____

[2] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

**Commissioners Court - Regular Session** **39.**

**Meeting Date:** 10/05/2021

DPS Interlocal Cooperation Contract with County Attorney

**Submitted For:** Joy Simonton **Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on an Interlocal Cooperation Contract between Williamson County and Department of Public Safety (DPS) for Crime Laboratory Services to not exceed $308,075.54 for FY22.

### Background

This is a continuation of the contractual relationship wherein DPS has agreed to analyze controlled substances, marijuana, and blood alcohol evidence submitted by law enforcement agencies within Williamson County. DPS will assign the services of three (3) full time employees to perform said services. The DPS staff will be assigned to prioritize Williamson County cases before examining evidence from other agencies as long as this contract is in place. Agreement provides for the assigned staff to utilize DPS equipment for sample analysis. This contract will terminate on September 30, 2022, and may be renewed on an annual basis upon written agreement of the parties. The Department point of contact is Stephanie Lloyd. The line item expenditure is 01.0100.0560.004100.

## Fiscal Impact

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

## Attachments

DPS Interlocal Agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 09/30/2021 10:51 AM |
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 11:01 AM |
| Form Started By: Mary Watson | | Started On: 09/30/2021 09:41 AM |
| Final Approval Date: 09/30/2021 | | |

# INTERLOCAL COOPERATION CONTRACT

## I. CONTRACTING PARTIES AND AUTHORITY

The Department of Public Safety (DPS) and Williamson County (County) enter into this Interlocal Cooperation Contract (Contract) under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

DPS certifies that it has authority contract by the authority granted in Texas Government Code Chapter 411.

County certifies that it has the authority to contract by the authority granted in Local Government Code Chapter 262 (the County Purchasing Act), and Texas Code of Criminal Procedure art. 2.17.

## II. BACKGROUND AND PURPOSE

County has a need for assistance in testing of seized drug and alcohol analysis of evidence and requests that DPS provide seized drug and blood alcohol analysis of evidence submitted by County law enforcement.

DPS has the ability to assist in this regard and agrees to provide this seized drug and blood alcohol analysis of evidence submitted by County law enforcement.

## III. STATEMENT OF SERVICES

DPS will perform the following services.

A. The DPS Crime Laboratory Division will analyze seized drugs and blood alcohol evidence submitted by law enforcement agencies within County.

B. At its discretion, DPS will assign the services of three full time equivalents (FTEs) to perform analysis in performance of this Contract. The FTEs will be DPS employees.

C. DPS will attempt to provide a thirty-calendar-day or less turn-around time, from the date of submission to the DPS Laboratory, for seized drugs cases with two exhibits or less and ten calendar-day or less turn-around time for blood alcohol cases.

D. The assigned DPS FTEs will work on County cases awaiting analysis before examining evidence from other agencies as long as this Contract is in place.

E. At its discretion, DPS will assign the FTEs other work if there are no services required under this Contract within the parameters of DPS Crime Laboratory policies and procedures. Case submissions by County will not exceed 140 cases per month or 364 exhibits (seized drugs), whichever is reach first, and 200 cases per month (blood alcohol) under this agreement.

F. Case submissions with additional requests for testing outside the scope of the contract (for example friction ridge development on seized drugs cases and drug toxicology on alcohol cases), will delay the completion of the case. Cases will be expedited but the total analysis time will exceed 30 days.

G. Case submissions in addition to the above-mentioned limits will be processed in the same manner as case submissions from other agencies, not having an Interlocal Cooperation Contract with DPS. For purposes of this Contract, "per month" means the calendar month including the month when this Contract is executed.

County understands or will perform the following.

A. County understands that DPS is solely responsible for the employment and management of the DPS personnel. County understands that it will have no input into DPS's decisions with regard to management or work of DPS personnel.

B. County will ensure that a valid subpoena is issued to any DPS Laboratory analyst needed for court testimony with at least two weeks' prior notice when available.

C. County will not be responsible for paying any fees or costs associated with testimony given in any judicial proceeding in connection with services provided by DPS pursuant to the provisions of this Contract.

D. Cases submitted to DPS from County under this Contract will not be outsourced to a lab outside of the DPS Laboratory System for analysis.

## IV. CONTRACT AMOUNT AND BASIS FOR CALCULATING COSTS

The total amount of this contract will not exceed $308,075.54. This amount is intended to cover the actual cost of having three DPS Forensic Scientists available to County during its business hours and it includes salary, equipment, and operational costs (see Exhibit A). County will remit to DPS by check all costs for performing the services as identified.

## V. TERM OF CONTRACT AND AMENDMENTS

This Contract is effective October 1, 2021. The Contract will terminate on September 30, 2022, or upon written request of either party with 30 calendar days' written notice, whichever occurs earlier. This contract may only be amended or extended by mutual written agreement of the parties.

## VI. NOTICE

The respective party will provide any required notice as noted in this section. Either party may change its information in this section by giving the other party written notice and the date upon which the change will become effective.

If to DPS: Brady Mills, Chief, Crime Laboratory Division, 5800 Guadalupe, Austin TX 78752; Email: brady.mills@dps.texas.gov; Phone (512) 424-7151

If to County: Williamson County Judge, 710 Main Street, Suite 101, Georgetown, Texas 78626; Phone (512) 943-1359

With a copy to: Williamson County Attorney's Office, Attn: Rudy Gonzalez, Chief Investigator, 405 MLK, Suite 229, Georgetown, Texas 78626; email: rgonzalez@wilco.org; Phone (512) 943-1171

## VII. CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each Party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

| | |
|---|---|
| **Williamson County**<br>**Authorized Representative**<br>***Bill Gravell Jr.***<br>***County Judge*** | **Department of Public Safety of the State of Texas Authorized Representative**<br>***Steven C. McCraw***<br>***Director*** |
| | |
| **Signature of Authorized Representative**<br>**Date:** | **Signature of Authorized Representative**<br>**Date:** |

| EXHIBIT A | |
|---|---|
| SALARY AND BENEFITS FOR THREE (3) POSITIONS | |
| | |
| | 10/1/2021 to 9/30/2022 |
| | |
| Forensic Scientist II (1 yr) salary (1 FTE) | $ 550,606.44 |
| Forensic Scientist IV (12 yr) salary (2 FTE) | $ 166,908.96 |
| Benefits @ 29% of salary | $ 64,529.47 |
| | |
| TOTAL SALARY AND BENEFITS | $ 287,044.87 |
| | |
| Estimated travel costs | $ 1,500.00 |
| | |
| Operating and equipment expense | $ 15,000.00 |
| | |
| Administrative costs (1.5%) | $ 4,530.67 |
| | |
| | |
| Contract Total (1 year) | $ 308,075.54 |

**Commissioners Court - Regular Session** **40.**

**Meeting Date:** 10/05/2021

Dell Computers Annual Bulk Order FY 22

**Submitted For:** Joy Simonton **Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving the Agreement between Williamson County and Dell Technologies for the annual bulk purchase of approved and budgeted computers and equipment for a total not to exceed $477,407.38, pursuant to the DIR contract #DIR-TSO-3763, and authorizing the execution of the agreement.

### Background

This budgeted annual bulk purchase of computers and equipment will benefit Williamson County with better prices and discounts for savings when ordered in this manner. Items specified are for both new and replacement computers and equipment. The attached quote has the detailed information regarding what equipment is being purchased. The cost of $477,407.38 is a not-to-exceed purchase amount. Additional discounts from vendor are anticipated, however, staff seeks to place the order at this time with noted pricing to queue up for order fulfillment. Legal and Contract Audit have reviewed this agreement. IT has approved this agreement. There are 42 line item expenditures used for this purchase from various departments as approved in the FY22 budget. The department point of contact is Richard Semple.

## Fiscal Impact

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

## Attachments

Dell Technologies Redacted Quote

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 09/30/2021 09:58 AM |
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 10:06 AM |
| Form Started By: Mary Watson | | Started On: 09/29/2021 07:57 AM |
| Final Approval Date: 09/30/2021 | | |

# 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.** | [redacted] | Sales Rep | Danielle Eads |
| **Total** | $477,407.38 | Phone | (800) 456-3355, 6180188 |
| Customer # | [redacted] | Email | Danielle_Hulsebosch@Dell.com |
| Quoted On | Sep. 28, 2021 | | [redacted] |
| Expires by | Oct. 28, 2021 | | |
| Contract Name | [redacted] | | |

**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

[redacted]

**Shipping Method**
Standard Delivery

| Product | Unit Price | Quantity | Subtotal |
|---|---|---|---|
| Dell 24 Monitor - P2419H | $213.51 | 162 | $34,588.62 |
| Dell Stereo Soundbar – AC511M | $33.74 | 99 | $3,340.26 |
| Dell Essential Briefcase 15 (ES1520C) | $17.78 | 61 | $1,084.58 |
| Dell Performance Dock- WD19DCS | $247.85 | 1 | $247.85 |


De Market ng LP. U.S. on y. De Market ng LP. s ocated at One De Way, Ma Stop 8129, Round Rock, TX 78682

| | | | |
|---|---|---|---|
| **Dell Dock- WD19S 130w Power Delivery 180w Power Supply** | **$217.25** | **118** | **$25,635.50** |
| **Dell 27 Monitor - P2722H, 68.6cm (27")** | **$270.03** | **109** | **$29,433.27** |
| **Logitech ERGO M575 - Trackball - wireless - 2.4 GHz, Bluetooth 5.0 LE - USB wireless receiver - graphite** | **$42.99** | **1** | **$42.99** |
| **Dell USB Slim DVD±RW drive - DW316** | **$29.64** | **1** | **$29.64** |
| **VisionTek VTWC20 HD 1080p Webcam** | **$39.59** | **2** | **$79.18** |
| **Dell Thunderbolt Dock- WD19TBS** | **$235.61** | **3** | **$706.83** |
| **Dell 34 Curved USB-C Monitor - P3421W, 86.5cm (34")** | **$540.07** | **20** | **$10,801.40** |
| **Targus Ascend Backpack - Laptop carrying backpack - 16-inch - black** | **$33.43** | **1** | **$33.43** |
| **Dell MS116 Wired Mouse and Keyboard Combo** | **$28.45** | **54** | **$1,536.30** |
| **Dell Multi-Device Wireless Keyboard and Mouse Combo - KM7120W** | **$53.36** | **153** | **$8,164.08** |
| **Latitude 5320** | **$1,521.41** | **3** | **$4,564.23** |
| **Mobile Precision 3560** | **$1,590.00** | **30** | **$47,700.00** |
| **OptiPlex 7090 Small Form Factor** | **$955.24** | **129** | **$123,225.96** |
| **OptiPlex 7490 AIO** | **$1,151.74** | **29** | **$33,400.46** |
| **Dell Latitude 5521** | **$1,310.49** | **65** | **$85,181.85** |
| **Dell Latitude 5521** | **$1,572.90** | **1** | **$1,572.90** |
| **Precision 3650 Tower** | **$1,457.05** | **7** | **$10,199.35** |
| **Latitude 5320** | **$1,240.86** | **45** | **$55,838.70** |

| | |
|---|---|
| **Subtotal:** | **$477,407.38** |
| **Shipping:** | **$0.00** |
| **Non-Taxable Amount:** | **$477,407.38** |
| **Taxable Amount:** | **$0.00** |
| **Estimated Tax:** | **$0.00** |
| **Total:** | **$477,407.38** |

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

## Shipping Group Details

[redacted]

**Shipping Method**

Standard Delivery

---

| | | | Quantity | Subtotal |
|---|---|---|---|---|
| **Dell 24 Monitor - P2419H**<br>Est mated de very f purchased today:<br>Dec. 02, 2021 | | $213.51 | 162 | $34,588.62 |

[redacted]

| Description | SKU | Unit Price | Quantity | Subtotal |
|---|---|---|---|---|
| De 24 Mon tor - P2419H | 210-AQDX | - | 162 | - |
| De L m ted Hardware Warranty | 814-5380 | - | 162 | - |
| Advanced Exchange Serv ce, 3 Years | 814-5381 | - | 162 | - |

| | | | Quantity | Subtotal |
|---|---|---|---|---|
| **Dell Stereo Soundbar – AC511M**<br>Est mated de very f purchased today:<br>Oct. 28, 2021 | | $33.74 | 99 | $3,340.26 |

[redacted]

| Description | SKU | Unit Price | Quantity | Subtotal |
|---|---|---|---|---|
| De Stereo Soundbar – AC511M | 520-AAOT | - | 99 | - |

| | | | Quantity | Subtotal |
|---|---|---|---|---|
| **Dell Essential Briefcase 15 (ES1520C)**<br>Est mated de very f purchased today:<br>Oct. 07, 2021 | | $17.78 | 61 | $1,084.58 |

[redacted]

| Description | SKU | Unit Price | Quantity | Subtotal |
|---|---|---|---|---|
| De Essent a Br efcase 15 (ES1520C) | 460-BCTK | - | 61 | - |

| | | | Quantity | Subtotal |
|---|---|---|---|---|
| **Dell Performance Dock- WD19DCS**<br>Est mated de very f purchased today:<br>Oct. 29, 2021 | | $247.85 | 1 | $247.85 |

[redacted]

| Description | SKU | Unit Price | Quantity | Subtotal |
|---|---|---|---|---|
| De Performance Dock – WD19DCS | 210-AZBN | - | 1 | - |
| Advanced Exchange Serv ce, 3 Years | 824-3984 | - | 1 | - |
| De L m ted Hardware Warranty | 824-3993 | - | 1 | - |

| | | | Quantity | Subtotal |
|---|---|---|---|---|
| **Dell Dock- WD19S 130w Power Delivery 180w Power Supply**<br>Est mated de very f purchased today:<br>Nov. 29, 2021 | | $217.25 | 118 | $25,635.50 |

[redacted]

| Description | SKU | Unit Price | Quantity | Subtotal |
|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| De Dock – WD19S 130w Power De very – 180w AC | 210-AZBM | - | 118 | - |
| Advanced Exchange Serv ce, 3 Years | 824-3984 | - | 118 | - |
| De L m ted Hardware Warranty | 824-3993 | - | 118 | - |
| | | | **Quantity** | **Subtotal** |
| **Dell 27 Monitor - P2722H, 68.6cm (27")** | | **$270.03** | **109** | **$29,433.27** |

Est mated de very f purchased today:
Oct. 28, 2021

[redacted]

| **Description** | **SKU** | **Unit Price** | **Quantity** | **Subtotal** |
|---|---|---|---|---|
| De 27 Mon tor - P2722H, 68.6cm (27") | 210-BBCK | - | 109 | - |
| De L m ted Hardware Warranty | 814-5380 | - | 109 | - |
| Advanced Exchange Serv ce, 3 Years | 814-5381 | - | 109 | - |
| | | | **Quantity** | **Subtotal** |
| **Logitech ERGO M575 - Trackball - wireless - 2.4 GHz, Bluetooth 5.0 LE - USB wireless receiver - graphite** | | **$42.99** | **1** | **$42.99** |

Est mated de very f purchased today:
Nov. 24, 2021

[redacted]

| **Description** | **SKU** | **Unit Price** | **Quantity** | **Subtotal** |
|---|---|---|---|---|
| Log tech ERGO M575 - Trackba - w re ess - 2.4 GHz, B uetooth 5.0 LE - USB w re ess rece ver - graph te | AB493556 | - | 1 | - |
| | | | **Quantity** | **Subtotal** |
| **Dell USB Slim DVD±RW drive - DW316** | | **$29.64** | **1** | **$29.64** |

Est mated de very f purchased today:
Oct. 12, 2021

[redacted]

| **Description** | **SKU** | **Unit Price** | **Quantity** | **Subtotal** |
|---|---|---|---|---|
| De USB S m DVD±RW dr ve - DW316 | 429-AAUQ | - | 1 | - |
| | | | **Quantity** | **Subtotal** |
| **VisionTek VTWC20 HD 1080p Webcam** | | **$39.59** | **2** | **$79.18** |

Est mated de very f purchased today:
Oct. 07, 2021

[redacted]

| **Description** | **SKU** | **Unit Price** | **Quantity** | **Subtotal** |
|---|---|---|---|---|
| V s onTek VTWC20 HD 1080p Webcam | AB391670 | - | 2 | - |
| | | | **Quantity** | **Subtotal** |
| **Dell Thunderbolt Dock- WD19TBS** | | **$235.61** | **3** | **$706.83** |

Est mated de very f purchased today:
Nov. 18, 2021

[redacted]

| **Description** | **SKU** | **Unit Price** | **Quantity** | **Subtotal** |
|---|---|---|---|---|
| De Thunderbo t Dock- WD19TBS | 210-AZBI | - | 3 | - |
| Advanced Exchange Serv ce, 3 Years | 824-3984 | - | 3 | - |
| De L m ted Hardware Warranty | 824-3993 | - | 3 | - |
| | | | **Quantity** | **Subtotal** |

| | | | | |
|---|---|---|---|---|
| **Dell 34 Curved USB-C Monitor - P3421W, 86.5cm (34")** | | **$540.07** | **20** | **$10,801.40** |

Est mated de very f purchased today:
Jan. 24, 2022

[redacted]

| Description | SKU | Unit Price | Quantity | Subtotal |
|---|---|---|---|---|
| De 34 Curved USB-C Mon tor - P3421W, 86.5cm (34") | 210-AXQC | - | 20 | - |
| Advanced Exchange Serv ce 3 Years | 844-1960 | - | 20 | - |
| De L m ted Hardware Warranty | 844-1966 | - | 20 | - |

| | | | | |
|---|---|---|---|---|
| | | | **Quantity** | **Subtotal** |
| **Targus Ascend Backpack - Laptop carrying backpack - 16-inch - black** | | **$33.43** | **1** | **$33.43** |

Est mated de very f purchased today:
Oct. 11, 2021

[redacted]

| Description | SKU | Unit Price | Quantity | Subtotal |
|---|---|---|---|---|
| Targus Ascend Backpack - Laptop carry ng backpack - 16- nch - b ack | A6740833 | - | 1 | - |

| | | | | |
|---|---|---|---|---|
| | | | **Quantity** | **Subtotal** |
| **Dell MS116 Wired Mouse and Keyboard Combo** | | **$28.45** | **54** | **$1,536.30** |

Est mated de very f purchased today:
Oct. 06, 2021

[redacted]

| Description | SKU | Unit Price | Quantity | Subtotal |
|---|---|---|---|---|
| De MS116 W red Mouse and Keyboard Combo | 203-BBGT | - | 54 | - |

| | | | | |
|---|---|---|---|---|
| | | | **Quantity** | **Subtotal** |
| **Dell Multi-Device Wireless Keyboard and Mouse Combo - KM7120W** | | **$53.36** | **153** | **$8,164.08** |

Est mated de very f purchased today:
Oct. 07, 2021

[redacted]

| Description | SKU | Unit Price | Quantity | Subtotal |
|---|---|---|---|---|
| De Mu t -Dev ce W re ess Keyboard and Mouse Combo - KM7120W | 580-AISY | - | 153 | - |

| | | | | |
|---|---|---|---|---|
| | | | **Quantity** | **Subtotal** |
| **Latitude 5320** | | **$1,521.41** | **3** | **$4,564.23** |

Est mated de very f purchased today:
Dec. 28, 2021

[redacted]

| Description | SKU | Unit Price | Quantity | Subtotal |
|---|---|---|---|---|
| De Lat tude 5320 XCTO Base | 210-AXXI | - | 3 | - |
| 11th Generat on Inte Core 7-1185G7 (4 Core, 12M cache, base 3.0GHz, up to 4.8GHz, vPro) | 379-BEHZ | - | 3 | - |
| W ndows 10 Pro Eng sh, French, Span sh | 619-AHKN | - | 3 | - |
| No M crosoft Off ce L cense Inc uded – 30 day Tr a Offer On y | 658-BCSB | - | 3 | - |
| I7-1185G7 Vpro, Inte Ir s Xe Graph cs, Thunderbo t, 32GB | 338-BXVC | - | 3 | - |
| Lat tude 5320 Assemb y Base | 338-BXVP | - | 3 | - |
| ME D sab e Manageab ty | 631-ACTX | - | 3 | - |
| 32 GB, LPDDR4 SDRAM, 3200MHz (on board) | 370-AFVW | - | 3 | - |

| | | | | |
|---|---|---|---|---|
| M.2 512GB PCIe NVMe C ass 40 So d State Dr ve | 400-BKSU | - | 3 | - |
| 13.3" FHD 2- n-1 (1920x1080) Touch, Ant -G are, GG6 DXC, HD Camera, 300 n ts, WLAN | 391-BFQC | - | 3 | - |
| S ng e Po nt ng Back t US-Eng sh Keyboard | 583-BHBS | - | 3 | - |
| No Mouse | 570-AADK | - | 3 | - |
| W re ess Inte AX201 WLAN Dr ver | 555-BGHB | - | 3 | - |
| Inte W -F 6 AX201 2x2 .11ax 160MHz + B uetooth 5.1 | 555-BGGT | - | 3 | - |
| No Mob e Broadband Card | 556-BBCD | - | 3 | - |
| 3 Ce 42Whr Long L fe Battery ( nc udes 3 year m ted hardware warranty) | 451-BCUX | - | 3 | - |
| E4 65W Type-C EPEAT Adapter | 492-BCXP | - | 3 | - |
| Pa mrest, No Secur ty, Thunderbo t 4 | 346-BGUL | - | 3 | - |
| No Ant -V rus Software | 650-AAAM | - | 3 | - |
| OS-W ndows Med a Not Inc uded | 620-AALW | - | 3 | - |
| US Power Cord | 537-BBBL | - | 3 | - |
| Qu ck setup gu de wor dw de 2- n-1 | 340-CTXM | - | 3 | - |
| US Order | 332-1286 | - | 3 | - |
| No Resource USB Med a | 430-XXYG | - | 3 | - |
| No Dock ng Stat on | 452-BBSE | - | 3 | - |
| SERI Gu de (ENG/FR/Mu t ) | 340-AGIK | - | 3 | - |
| ESTAR E- abe | 387-BBPH | - | 3 | - |
| Custom Conf gurat on | 817-BBBB | - | 3 | - |
| SupportAss st | 525-BBCL | - | 3 | - |
| De (TM) D g ta De very C rrus C ent | 640-BBLW | - | 3 | - |
| De C ent System Update (Updates atest De Recommended BIOS, Dr vers, F rmware and Apps) | 658-BBMR | - | 3 | - |
| Waves Maxx Aud o | 658-BBRB | - | 3 | - |
| De Power Manager | 658-BDVK | - | 3 | - |
| De SupportAss st OS Recovery Too | 658-BEOK | - | 3 | - |
| De Opt m zer | 658-BEQP | - | 3 | - |
| W n 10 PKID Labe | 658-BFDQ | - | 3 | - |
| DAO M x Mode 65W adapter (2IN1) | 340-CTWZ | - | 3 | - |
| System Sh p Info | 640-BBJB | - | 3 | - |
| Inte (R) Core(TM) 7 non-vPro Processor Labe | 389-DXDV | - | 3 | - |
| BTO Standard Sh pment (VS) | 800-BBQK | - | 3 | - |
| No UPC Labe | 389-BCGW | - | 3 | - |
| No Removab e CD/DVD Dr ve | 429-AATO | - | 3 | - |
| 5320 2- n-1 Bottom Door | 354-BBDL | - | 3 | - |
| No AutoP ot | 340-CKSZ | - | 3 | - |
| EPEAT 2018 Reg stered (Go d) | 379-BDZB | - | 3 | - |
| De L m ted Hardware Warranty Extended Year(s) | 975-3461 | - | 3 | - |
| De L m ted Hardware Warranty | 997-8317 | - | 3 | - |
| ProSupport P us: Next Bus ness Day Ons te, 1 Year | 997-8366 | - | 3 | - |

| | | | | |
|---|---|---|---|---|
| Thank you for choos ng De ProSupport P us. For tech support, v s t www.de .com/contactde or ca 1-866-516-3115 | 997-8367 | - | 3 | - |
| ProSupport P us: 7x24 Techn ca Support, 3 Years | 997-8380 | - | 3 | - |
| ProSupport P us: Next Bus ness Day Ons te, 2 Year Extended | 997-8381 | - | 3 | - |
| ProSupport P us: Keep Your Hard Dr ve, 3 Years | 997-8382 | - | 3 | - |
| ProSupport P us: Acc denta Damage Serv ce, 3 Years | 997-8383 | - | 3 | - |
| No Acc denta Damage Se ected | 981-4619 | - | 3 | - |
| | | | **Quantity** | **Subtotal** |
| **Mobile Precision 3560** | | **$1,590.00** | **30** | **$47,700.00** |

Est mated de very f purchased today:
Dec. 28, 2021

[redacted]

| **Description** | **SKU** | **Unit Price** | **Quantity** | **Subtotal** |
|---|---|---|---|---|
| De Mob e Prec s on Workstat on 3560 CTO | 210-AXWQ | - | 30 | - |
| Inte Core Processor 7-1165G7 (4 Core, 12MB Cache, 2.8 GHz up to 4.70 GHz Turbo, 17.5W) | 379-BEHR | - | 30 | - |
| W ndows 10 Pro Eng sh, French, Span sh | 619-AHKN | - | 30 | - |
| No M crosoft Off ce L cense Inc uded – 30 day Tr a Offer On y | 658-BCSB | - | 30 | - |
| Inte Core Processor 7-1165G7 non-vPro w th NVIDIA T500 2GB, TBT | 329-BFEP | - | 30 | - |
| NVIDIA T500 2GB GDDR6 | 490-BGHE | - | 30 | - |
| Touch LCD Cover w th WLAN capab e | 320-BEDH | - | 30 | - |
| Touch/Non-Touch LCD beze + FHD IR Camera w th Prox m ty + M c | 325-BDZG | - | 30 | - |
| 15.6"FHD, 16x9, 1920x1080, 250 n t, WVA, 45% NTSC, 60Hz, Touch | 391-BFPX | - | 30 | - |
| 32 GB, 2x16 GB, DDR4, 3200MHz, Non-ECC, SODIMM | 370-AFXS | - | 30 | - |
| M.2 2280 512 GB, Gen 3 PCIe x4 NVMe, So d State Dr ve | 400-BKTY | - | 30 | - |
| No Add t ona Hard Dr ve | 401-AAGM | - | 30 | - |
| S ng e Po nt ng Back t Eng sh US Keyboard w th numer c keypad | 583-BHBG | - | 30 | - |
| Pa mrest, No Secur ty, Thunderbo t 4 | 346-BGVS | - | 30 | - |
| Inte W -F 6E AX210 W re ess Card w th B uetooth 5.2 | 555-BGJL | - | 30 | - |
| No Mob e Broadband Card | 556-BBCD | - | 30 | - |
| 4-ce 63 Whr L th um Ion battery w th ExpressCharge | 451-BCSU | - | 30 | - |
| 130W E5 Type C Power Adapter (EPEAT) | 492-BCWZ | - | 30 | - |
| non-vPro Manageab ty | 631-ACTC | - | 30 | - |
| Resource Med a not Inc uded | 430-XYGV | - | 30 | - |
| ENERGY STAR Qua f ed | 387-BBPI | - | 30 | - |
| Not EPEAT Reg stered | 389-DVNR | - | 30 | - |
| No AutoP ot | 340-CKSZ | - | 30 | - |
| E5 US Power Cord | 537-BBBD | - | 30 | - |
| SERI Gu de (ENG/FR/Mu t ) | 340-AGIK | - | 30 | - |
| No Mouse | 570-AADK | - | 30 | - |
| W re ess Inte AX210 WLAN Dr ver | 555-BGTC | - | 30 | - |
| US Order | 332-1286 | - | 30 | - |

| | | | | |
|---|---|---|---|---|
| No UPC Labe | 389-BCGW | - | 30 | - |
| Packag ng for 130W Adapter | 340-CUJX | - | 30 | - |
| Custom Conf gurat on | 817-BBBB | - | 30 | - |
| 11th Gen Inte Core 7 non-vPro abe | 340-CUEQ | - | 30 | - |
| SupportAss st | 525-BBCL | - | 30 | - |
| De (TM) D g ta De very C rrus C ent | 640-BBLW | - | 30 | - |
| De Opt m zer for Prec s on | 640-BBSC | - | 30 | - |
| De C ent System Update (Updates atest De Recommended BIOS, Dr vers, F rmware and Apps) | 658-BBMR | - | 30 | - |
| Waves Maxx Aud o | 658-BBRB | - | 30 | - |
| De Power Manager | 658-BDVK | - | 30 | - |
| De SupportAss st OS Recovery Too | 658-BEOK | - | 30 | - |
| No Ant -V rus Software | 650-AAAM | - | 30 | - |
| OS-W ndows Med a Not Inc uded | 620-AALW | - | 30 | - |
| Qu ck Setup Gu de for Mob e Prec s on 3560 | 340-CUEN | - | 30 | - |
| Bottom cover | 354-BBDO | - | 30 | - |
| ProSupport P us: Acc denta Damage Serv ce, 3 Years | 997-1061 | - | 30 | - |
| ProSupport P us: Keep Your Hard Dr ve, 3 Years | 997-1096 | - | 30 | - |
| De L m ted Hardware Warranty P us Serv ce | 997-1129 | - | 30 | - |
| ProSupport P us: 7x24 Techn ca Support, 3 Years | 997-1142 | - | 30 | - |
| ProSupport P us: Next Bus ness Day Ons te, 3 Years | 997-6066 | - | 30 | - |
| Thank you for choos ng De ProSupport P us. For tech support, v s t www.de .com/contactde or ca 1-866-516-3115 | 997-8367 | - | 30 | - |
| BTO Standard Sh pment (VS) | 800-BBGU | - | 30 | - |
| | | | **Quantity** | **Subtotal** |
| **OptiPlex 7090 Small Form Factor** | | **$955.24** | **129** | **$123,225.96** |

Est mated de very f purchased today:
Dec. 06, 2021

[redacted]

| **Description** | **SKU** | **Unit Price** | **Quantity** | **Subtotal** |
|---|---|---|---|---|
| Opt P ex 7090 Sma Form Factor XCTO | 210-AYVL | - | 129 | - |
| Inte Core 5-10505 (6 Cores/12MB/12T/3.2GHz to 4.6GHz/65W); supports W ndows 10/L nux | 338-BZOV | - | 129 | - |
| W ndows 10 Pro Eng sh, French, Span sh | 619-AHKN | - | 129 | - |
| No M crosoft Off ce L cense Inc uded – 30 day Tr a Offer On y | 658-BCSB | - | 129 | - |
| 16GB (2x8GB) DDR4 non ECC memory | 370-AGFS | - | 129 | - |
| M.2 512GB PCIe NVMe C ass 40 So d State Dr ve | 400-BLOS | - | 129 | - |
| M.2 22x30 Therma Pad | 412-AAQT | - | 129 | - |
| M2X3.5 Screw for SSD/DDPE | 773-BBBC | - | 129 | - |
| No Add t ona Hard Dr ve | 401-AANH | - | 129 | - |
| NO RAID | 817-BBBN | - | 129 | - |
| AMD Radeon 550 2GB LP (DP/DP) | 490-BGLT | - | 129 | - |
| Opt P ex 7090 SFF w th 200W (BRZ), Supports up to 8 Core Processors | 329-BFNX | - | 129 | - |

| | | | | |
|---|---|---|---|---|
| System Power Cord (Ph p ne/TH/US) | 450-AAOJ | - | 129 | - |
| DVD+/-RW Beze | 325-BDSH | - | 129 | - |
| 8x DVD+/-RW 9.5mm Opt ca D sk Dr ve | 429-ABFH | - | 129 | - |
| CMS Essent a s DVD no Med a | 658-BBTV | - | 129 | - |
| No Med a Card Reader | 379-BBHM | - | 129 | - |
| No W re ess LAN Card (no W F enab ement) | 555-BBFO | - | 129 | - |
| No W re ess Dr ver (no W F enab ement) | 340-AFMQ | - | 129 | - |
| No Stand Opt on | 575-BBBI | - | 129 | - |
| No Add t ona Cab e Requested | 379-BBCY | - | 129 | - |
| No PCIe add- n card | 492-BBFF | - | 129 | - |
| No Add t ona Add In Cards | 382-BBHX | - | 129 | - |
| No Add t ona V deo Ports | 492-BCKH | - | 129 | - |
| No Se ect on | 580-AABG | - | 129 | - |
| No mouse se ected on your system | 570-AAAF | - | 129 | - |
| No Cab e Cover | 325-BCZQ | - | 129 | - |
| Not se ected n th s conf gurat on | 817-BBBC | - | 129 | - |
| SupportAss st | 525-BBCL | - | 129 | - |
| De (TM) D g ta De very C rrus C ent | 640-BBLW | - | 129 | - |
| De C ent System Update (Updates atest De Recommended BIOS, Dr vers, F rmware and Apps) | 658-BBMR | - | 129 | - |
| Waves Maxx Aud o | 658-BBRB | - | 129 | - |
| De SupportAss st OS Recovery Too | 658-BEOK | - | 129 | - |
| De Opt m zer | 658-BEQP | - | 129 | - |
| W n 10 PKID Labe | 658-BFDQ | - | 129 | - |
| OS-W ndows Med a Not Inc uded | 620-AALW | - | 129 | - |
| ENERGY STAR Qua f ed | 387-BBLW | - | 129 | - |
| SERI Gu de (ENG/FR/Mu t ) | 340-AGIK | - | 129 | - |
| De Watchdog T mer | 379-BEKK | - | 129 | - |
| Qu ck Setup Gu de 7090 SFF | 340-CVQT | - | 129 | - |
| US Order | 332-1286 | - | 129 | - |
| No UPC Labe | 389-BCGW | - | 129 | - |
| Trusted P atform Modu e (D screte TPM Enab ed) | 329-BBJL | - | 129 | - |
| Sh pp ng Mater a for SFF | 340-CQYR | - | 129 | - |
| Sh pp ng Labe | 389-BBUU | - | 129 | - |
| Regu atory Labe for Opt P ex 7090 SFF 200W | 389-DZGS | - | 129 | - |
| No Hard Dr ve Bracket, De Opt P ex | 575-BBKX | - | 129 | - |
| Inte (R) Core(TM) 5 Processor Labe | 340-CNBZ | - | 129 | - |
| Desktop BTO Standard sh pment | 800-BBIO | - | 129 | - |
| No Ant -V rus Software | 650-AAAM | - | 129 | - |
| Custom Conf gurat on | 817-BBBB | - | 129 | - |
| Speaker for Tower and SFF | 520-AARD | - | 129 | - |
| No Add t ona Network Card Se ected (Integrated NIC nc uded) | 555-BBJO | - | 129 | - |

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|---|---|---|---|---|
| No AutoP ot | 340-CKSZ | - | 129 | - |
| No Out-of-Band Systems Management | 631-ACXG | - | 129 | - |
| EPEAT 2018 Reg stered (S ver) | 379-BDTO | - | 129 | - |
| De L m ted Hardware Warranty P us Serv ce | 812-3886 | - | 129 | - |
| ProSupport 4-Hour: 7x24Ons te/In-Home Serv ce After Remote D agnos s, 3 Years | 812-3893 | - | 129 | - |
| ProSupport: 7x24 Techn ca Support, 3 Years | 812-3894 | - | 129 | - |
| Thank you choos ng De ProSupport. For tech support, v s t //support.de .com/ProSupport | 989-3449 | - | 129 | - |

| | | Quantity | Subtotal |
|---|---|---|---|
| **OptiPlex 7490 AIO** | **$1,151.74** | **29** | **$33,400.46** |

Est mated de very f purchased today:
Jan. 13, 2022

[redacted]

| Description | SKU | Unit Price | Quantity | Subtotal |
|---|---|---|---|---|
| Opt P ex 7490 A - n-One XCTO | 210-AYVV | - | 29 | - |
| 10th Generat on Inte Core 5-10500 (6-Core, 12MB Cache, 3.1GHz to 4.5GHz, 65W) | 338-BVCB | - | 29 | - |
| W ndows 10 Pro Eng sh, French, Span sh | 619-AHKN | - | 29 | - |
| No M crosoft Off ce L cense Inc uded – 30 day Tr a Offer On y | 658-BCSB | - | 29 | - |
| De Data Protect on Encrypt on Persona D g ta De very | 421-9984 | - | 29 | - |
| De ProSupport for Software, De Data Protect on Encrypt on Persona , 1 Year | 954-3455 | - | 29 | - |
| 16GB (1x16GB) DDR4 non ECC memory | 370-AFWB | - | 29 | - |
| M.2 512GB PCIe NVMe C ass 35 So d State Dr ve | 400-BEUX | - | 29 | - |
| Therma Pad | 412-AALV | - | 29 | - |
| Screw for M.2 SATA SSD | 773-BBBJ | - | 29 | - |
| No Add t ona Hard Dr ve | 401-AADF | - | 29 | - |
| NO RAID | 817-BBBN | - | 29 | - |
| Inte Integrated Graph cs, De Opt P ex | 490-BBFG | - | 29 | - |
| 7490 AIO 23.8" FHD 1920x1080 WVA Touch Ant -G are,IR Camera, IntegratedGraph cs, Bronze 160w Power Supp y | 329-BFNQ | - | 29 | - |
| System Power Cord (Ph p ne/TH/US) | 450-AAOJ | - | 29 | - |
| Inte W -F 6 AX201, Dua -band 2x2 802.11ax w th MU-MIMO + B uetooth 5.1 | 555-BFQU | - | 29 | - |
| SCR,WIFI CARD | 555-BGOI | - | 29 | - |
| W re ess Dr ver, Inte AX201 | 555-BGOV | - | 29 | - |
| Opt P ex A - n-One He ght Adjustab e Stand, A - n-One | 575-BBRF | - | 29 | - |
| No Add t ona Cab e Requested | 379-BBCY | - | 29 | - |
| De Pro W re ess Keyboard and Mouse - KM5221W - Eng sh | 580-AJJG | - | 29 | - |
| Mouse nc uded w th Keyboard | 570-AADI | - | 29 | - |
| No Cab e Cover | 325-BCZQ | - | 29 | - |
| Not se ected n th s conf gurat on | 817-BBBC | - | 29 | - |
| SupportAss st | 525-BBCL | - | 29 | - |
| De (TM) D g ta De very C rrus C ent | 640-BBLW | - | 29 | - |

| | | | | |
|---|---|---|---|---|
| De C ent System Update (Updates atest De Recommended BIOS, Dr vers, F rmware and Apps) | 658-BBMR | - | 29 | - |
| Waves Maxx Aud o | 658-BBRB | - | 29 | - |
| De SupportAss st OS Recovery Too | 658-BEOK | - | 29 | - |
| De Opt m zer | 658-BEQP | - | 29 | - |
| W n 10 PKID Labe | 658-BFDQ | - | 29 | - |
| OS-W ndows Med a Not Inc uded | 620-AALW | - | 29 | - |
| ENERGY STAR Qua f ed | 387-BBLW | - | 29 | - |
| SERI Gu de (ENG/FR/Mu t ) | 340-AGIK | - | 29 | - |
| De Watchdog T mer | 379-BEKU | - | 29 | - |
| Qu ck Setup Gu de 7490 | 340-CVFN | - | 29 | - |
| US Order | 332-1286 | - | 29 | - |
| No UPC Labe | 389-BCGW | - | 29 | - |
| Trusted P atform Modu e (D screte TPM Enab ed) | 329-BBJL | - | 29 | - |
| Sh pp ng Mater a for F xed Stand / He ght Adjustab e Stand Opt P ex AIO | 340-CRJB | - | 29 | - |
| Sh pp ng Labe | 389-BBUU | - | 29 | - |
| FCC statement abe AIO | 389-DVDQ | - | 29 | - |
| Regu atory Labe for Opt P ex 7490 A O ntegrated graph cs conf q (FSJ) | 389-DZDM | - | 29 | - |
| Inte (R) Core(TM) 5 Processor Labe | 340-CNBZ | - | 29 | - |
| Desktop BTO Standard sh pment | 800-BBIO | - | 29 | - |
| No Ant -V rus Software | 650-AAAM | - | 29 | - |
| No Out-of-Band Systems Management | 631-ACVY | - | 29 | - |
| No AutoP ot | 340-CKSZ | - | 29 | - |
| Opt P ex A - n-One Touch Pane | 391-BDPU | - | 29 | - |
| No Externa ODD | 429-ABGY | - | 29 | - |
| EPEAT 2018 Reg stered (S ver) | 379-BDTO | - | 29 | - |
| Custom Conf gurat on | 817-BBBB | - | 29 | - |
| Thank you choos ng De ProSupport. For tech support, v s t //support.de .com/ProSupport | 989-3449 | - | 29 | - |
| De L m ted Hardware Warranty P us Serv ce | 997-6870 | - | 29 | - |
| ProSupport: Next Bus ness Day Ons te 3 Years | 997-6895 | - | 29 | - |
| ProSupport: 7x24 Techn ca Support, 3 Years | 997-6915 | - | 29 | - |

| | | Quantity | Subtotal |
|---|---|---|---|
| **Dell Latitude 5521** | **$1,310.49** | **65** | **$85,181.85** |

Est mated de very f purchased today:
Dec. 13, 2021

[redacted]

| Description | SKU | Unit Price | Quantity | Subtotal |
|---|---|---|---|---|
| De Lat tude 5521 XCTO Base | 210-BBLU | - | 65 | - |
| Inte (R)11th Generat on Core(TM) 5-11500H vPro Capab e (6 Core, 12M cache, base 2.9GHz, up to 4.6GHz) | 379-BEJY | - | 65 | - |
| W ndows 10 Pro Eng sh, French, Span sh | 619-AHKN | - | 65 | - |
| No M crosoft Off ce L cense Inc uded – 30 day Tr a Offer On y | 658-BCSB | - | 65 | - |

| | | | | |
|---|---|---|---|---|
| De Data Protect on Encrypt on Persona D g ta De very | 421-9984 | - | 65 | - |
| De ProSupport for Software, De Data Protect on Encrypt on Persona , 1 Year | 954-3455 | - | 65 | - |
| Inte UHD Graph cs - Inte 11th Gen Core 5-11500H, LTE | 338-BZIS | - | 65 | - |
| Inte vPro Techno ogy Enab ed | 631-ACWC | - | 65 | - |
| 16GB, 2x8GB, DDR4 Non-ECC | 370-AFVQ | - | 65 | - |
| M.2 2280 512GB PCIe NVMe C ass 40 So d State Dr ve | 400-BLPX | - | 65 | - |
| No Add t ona Hard Dr ve | 401-AADF | - | 65 | - |
| 15.6" FHD (1920x1080) Non-Touch, Ant -G are, IPS, HD+IR Camera, 250n ts, WLAN/WWAN | 391-BFWI | - | 65 | - |
| S ng e Po nt ng Back t Eng sh US Keyboard w th numer c keypad | 583-BHBG | - | 65 | - |
| No Mouse | 570-AADK | - | 65 | - |
| W re ess Inte AX201 WLAN Dr ver | 555-BGOO | - | 65 | - |
| Inte W -F 6 AX201 802.11ax Dua Band (2x2) 160MHz W re ess Adapter + B uetooth 5.1 | 555-BGNZ | - | 65 | - |
| No Mob e Broadband Card | 556-BBCD | - | 65 | - |
| 64WHR, 4Ce , BYD Battery | 451-BCUT | - | 65 | - |
| 90W E5 Type-C Power Adapter | 492-BCXB | - | 65 | - |
| S ng e Po nt ng, None Secur ty | 346-BHGO | - | 65 | - |
| No Ant -V rus Software | 650-AAAM | - | 65 | - |
| OS-W ndows Med a Not Inc uded | 620-AALW | - | 65 | - |
| E5 US Power Cord | 450-AAEJ | - | 65 | - |
| Lat tude 5521 Qu ck Start Gu de | 340-CVFP | - | 65 | - |
| US Order | 332-1286 | - | 65 | - |
| No Resource USB Med a | 430-XXYG | - | 65 | - |
| SERI Gu de (ENG/FR/Mu t ) | 340-AGIK | - | 65 | - |
| ENERGY STAR Qua f ed | 387-BBLW | - | 65 | - |
| Custom Conf gurat on | 817-BBBB | - | 65 | - |
| SupportAss st | 525-BBCL | - | 65 | - |
| De (TM) D g ta De very C rrus C ent | 640-BBLW | - | 65 | - |
| De C ent System Update (Updates atest De Recommended BIOS, Dr vers, F rmware and Apps) | 658-BBMR | - | 65 | - |
| Waves Maxx Aud o | 658-BBRB | - | 65 | - |
| De Power Manager | 658-BDVK | - | 65 | - |
| De SupportAss st OS Recovery Too | 658-BEOK | - | 65 | - |
| De Opt m zer | 658-BEQP | - | 65 | - |
| W n 10 PKID Labe | 658-BFDQ | - | 65 | - |
| DAO M x Mode - UMA PWA + 90W adapter | 340-CVKV | - | 65 | - |
| 11th Gen Inte Core 5 vPro abe | 340-CTSV | - | 65 | - |
| BTO Standard Sh pment (VS) | 800-BBQK | - | 65 | - |
| No UPC Labe | 389-BCGW | - | 65 | - |
| EPEAT 2018 Reg stered (Go d) | 379-BDZB | - | 65 | - |
| No AutoP ot | 340-CKSZ | - | 65 | - |

| | | | | |
|---|---|---|---|---|
| Lat tude 5521 Bottom Door | 321-BGMJ | - | 65 | - |
| SSD F er | 750-ADFE | - | 65 | - |
| De L m ted Hardware Warranty Extended Year(s) | 975-3461 | - | 65 | - |
| De L m ted Hardware Warranty | 997-8317 | - | 65 | - |
| ProSupport P us: Next Bus ness Day Ons te, 1 Year | 997-8366 | - | 65 | - |
| Thank you for choos ng De ProSupport P us. For tech support, v s t www.de .com/contactde or ca 1-866-516-3115 | 997-8367 | - | 65 | - |
| ProSupport P us: 7x24 Techn ca Support, 3 Years | 997-8380 | - | 65 | - |
| ProSupport P us: Next Bus ness Day Ons te, 2 Year Extended | 997-8381 | - | 65 | - |
| ProSupport P us: Keep Your Hard Dr ve, 3 Years | 997-8382 | - | 65 | - |
| ProSupport P us: Acc denta Damage Serv ce, 3 Years | 997-8383 | - | 65 | - |
| | | | **Quantity** | **Subtotal** |
| **Dell Latitude 5521**<br>Est mated de very f purchased today:<br>Dec. 13, 2021 | | **$1,572.90** | **1** | **$1,572.90** |

[redacted]

| **Description** | **SKU** | **Unit Price** | **Quantity** | **Subtotal** |
|---|---|---|---|---|
| De Lat tude 5521 XCTO Base | 210-BBLU | - | 1 | - |
| Inte (R)11th Generat on Core(TM) 7-11850H vPro Capab e (8 Core, 24M cache, base 2.5GHz, up to 4.8GHz) | 379-BEJZ | - | 1 | - |
| W ndows 10 Pro Eng sh, French, Span sh | 619-AHKN | - | 1 | - |
| No M crosoft Off ce L cense Inc uded – 30 day Tr a Offer On y | 658-BCSB | - | 1 | - |
| De Data Protect on Encrypt on Persona D g ta De very | 421-9984 | - | 1 | - |
| De ProSupport for Software, De Data Protect on Encrypt on Persona , 1 Year | 954-3455 | - | 1 | - |
| Inte UHD Graph cs - Inte 11th Gen Core 7-11850H, LTE | 338-BZIT | - | 1 | - |
| Inte vPro Techno ogy Enab ed | 631-ACWC | - | 1 | - |
| 32GB DDR4 Memory,1X32GB,3200,Non-ECC,SoDIMM | 370-AGJV | - | 1 | - |
| M.2 2280 512GB PCIe NVMe C ass 40 So d State Dr ve | 400-BLPX | - | 1 | - |
| No Add t ona Hard Dr ve | 401-AADF | - | 1 | - |
| 15.6" FHD (1920x1080) Non-Touch, Ant -G are, IPS, HD+IR Camera, 250n ts, WLAN/WWAN | 391-BFWI | - | 1 | - |
| S ng e Po nt ng Back t Eng sh US Keyboard w th numer c keypad | 583-BHBG | - | 1 | - |
| No Mouse | 570-AADK | - | 1 | - |
| W re ess Inte AX201 WLAN Dr ver | 555-BGOO | - | 1 | - |
| Inte W -F 6 AX201 802.11ax Dua Band (2x2) 160MHz W re ess Adapter + B uetooth 5.1 | 555-BGNZ | - | 1 | - |
| No Mob e Broadband Card | 556-BBCD | - | 1 | - |
| 64WHR, 4Ce , BYD Battery | 451-BCUT | - | 1 | - |
| 90W E5 Type-C Power Adapter | 492-BCXB | - | 1 | - |
| S ng e Po nt ng, None Secur ty | 346-BHGO | - | 1 | - |
| No Ant -V rus Software | 650-AAAM | - | 1 | - |
| OS-W ndows Med a Not Inc uded | 620-AALW | - | 1 | - |
| E5 US Power Cord | 450-AAEJ | - | 1 | - |

| | | | | |
|---|---|---|---|---|
| Lat tude 5521 Qu ck Start Gu de | 340-CVFP | - | 1 | - |
| US Order | 332-1286 | - | 1 | - |
| No Resource USB Med a | 430-XXYG | - | 1 | - |
| SERI Gu de (ENG/FR/Mu t ) | 340-AGIK | - | 1 | - |
| ENERGY STAR Qua f ed | 387-BBLW | - | 1 | - |
| Custom Conf gurat on | 817-BBBB | - | 1 | - |
| SupportAss st | 525-BBCL | - | 1 | - |
| De (TM) D g ta De very C rrus C ent | 640-BBLW | - | 1 | - |
| De C ent System Update (Updates atest De Recommended BIOS, Dr vers, F rmware and Apps) | 658-BBMR | - | 1 | - |
| Waves Maxx Aud o | 658-BBRB | - | 1 | - |
| De Power Manager | 658-BDVK | - | 1 | - |
| De SupportAss st OS Recovery Too | 658-BEOK | - | 1 | - |
| De Opt m zer | 658-BEQP | - | 1 | - |
| W n 10 PKID Labe | 658-BFDQ | - | 1 | - |
| DAO M x Mode - UMA PWA + 90W adapter | 340-CVKV | - | 1 | - |
| 11th Gen Inte Core 7 vPro abe | 340-CTSW | - | 1 | - |
| BTO Standard Sh pment (VS) | 800-BBQK | - | 1 | - |
| No UPC Labe | 389-BCGW | - | 1 | - |
| EPEAT 2018 Reg stered (Go d) | 379-BDZB | - | 1 | - |
| No AutoP ot | 340-CKSZ | - | 1 | - |
| Lat tude 5521 Bottom Door | 321-BGMJ | - | 1 | - |
| SSD F er | 750-ADFE | - | 1 | - |
| De L m ted Hardware Warranty Extended Year(s) | 975-3461 | - | 1 | - |
| De L m ted Hardware Warranty | 997-8317 | - | 1 | - |
| ProSupport P us: Next Bus ness Day Ons te, 1 Year | 997-8366 | - | 1 | - |
| Thank you for choos ng De ProSupport P us. For tech support, v s t www.de .com/contactde or ca 1-866-516-3115 | 997-8367 | - | 1 | - |
| ProSupport P us: 7x24 Techn ca Support, 3 Years | 997-8380 | - | 1 | - |
| ProSupport P us: Next Bus ness Day Ons te, 2 Year Extended | 997-8381 | - | 1 | - |
| ProSupport P us: Keep Your Hard Dr ve, 3 Years | 997-8382 | - | 1 | - |
| ProSupport P us: Acc denta Damage Serv ce, 3 Years | 997-8383 | - | 1 | - |

| | | Quantity | Subtotal |
|---|---|---|---|
| **Precision 3650 Tower** | **$1,457.05** | **7** | **$10,199.35** |

Est mated de very f purchased today:
Nov. 08, 2021

[redacted]

| Description | SKU | Unit Price | Quantity | Subtotal |
|---|---|---|---|---|
| 11th Generat on Inte Core 7-11700, 16 MB Cache, 8 Core, 2.5 GHz to 4.9 GHz | 338-BZKL | - | 7 | - |
| HEATSINK for 65W CPU | 412-AAWJ | - | 7 | - |
| W ndows 10 Pro Eng sh, French, Span sh | 619-AHKN | - | 7 | - |
| No M crosoft Off ce L cense Inc uded – 30 day Tr a Offer On y | 658-BCSB | - | 7 | - |

| | | | | |
|---|---|---|---|---|
| Prec s on 3650 Tower w th 300W up to 90% eff c ent (80 P us Go d) PSU, Standard Front I/O, no SD card reader | 321-BGKR | - | 7 | - |
| 32GB (2x16GB) DDR4 UDIMM non-ECC Memory | 370-AGEH | - | 7 | - |
| Nv d a T400, 2GB, 3 mDP to DP adapter (Prec s on xx20T, R3930, 3650T) | 490-BGZV | - | 7 | - |
| C1: M.2 SSD Boot + Opt ona M.2 SSD (No SATA HDD) | 449-BBWL | - | 7 | - |
| No RAID | 780-BBCJ | - | 7 | - |
| 512GB PCIe NVMe C ass 40 M.2 SSD | 400-BLQY | - | 7 | - |
| Therma Pad 3640 | 412-AATT | - | 7 | - |
| No Hard Dr ve | 400-AKZR | - | 7 | - |
| No Hard Dr ve | 400-AKZR | - | 7 | - |
| No Hard Dr ve | 400-AKZR | - | 7 | - |
| No Hard Dr ve | 400-AKZR | - | 7 | - |
| No Hard Dr ve | 400-AKZR | - | 7 | - |
| No Add t ona Network Card Se ected (Integrated NIC nc uded) | 555-BBJO | - | 7 | - |
| No W re ess LAN Card (no W F enab ement) | 555-BBFO | - | 7 | - |
| Not se ected n th s conf gurat on | 817-BBBC | - | 7 | - |
| No Add t ona Port | 492-BCLP | - | 7 | - |
| 8x DVD+/-RW 9.5mm Opt ca D sk Dr ve | 429-ABDW | - | 7 | - |
| Beze ODD | 429-ABKQ | - | 7 | - |
| CMS Essent a s DVD no Med a | 658-BBTV | - | 7 | - |
| Inte Management Eng ne d sab ed | 631-ACWK | - | 7 | - |
| Keyboard not nc uded | 580-AADS | - | 7 | - |
| No mouse se ected on your system | 570-AAAF | - | 7 | - |
| ENERGY STAR Qua f ed | 387-BBLW | - | 7 | - |
| EPEAT 2018 Reg stered (Go d) | 379-BDZB | - | 7 | - |
| De Prec s on TPM | 340-ACBY | - | 7 | - |
| No Front Coo ng Fan | 384-BCGU | - | 7 | - |
| No Dr ver | 555-BBNI | - | 7 | - |
| US Power Cord | 450-AHDU | - | 7 | - |
| SERI Gu de (ENG/FR/Mu t ) | 340-AGIK | - | 7 | - |
| Qu ck setup gu de, Prec s on 3650 | 340-CVFC | - | 7 | - |
| US Order | 332-1286 | - | 7 | - |
| SHIP,PWS,LNK,NO,NO,AMF | 340-CBUU | - | 7 | - |
| Sh p mater a - EPEAT Cert f cat on | 340-COYI | - | 7 | - |
| 300W Go d PSU abe | 389-DYML | - | 7 | - |
| 11th Gen Inte Core 7 non-vPro abe | 340-CUEQ | - | 7 | - |
| Interna Speaker for Prec s on 3650 | 520-AASQ | - | 7 | - |
| No Externa ODD | 429-ABGY | - | 7 | - |
| No AutoP ot | 340-CKSZ | - | 7 | - |
| No Stand nc uded | 575-BBCH | - | 7 | - |
| No Add t ona Cab e Requested | 379-BBCY | - | 7 | - |

| | | | | |
|---|---|---|---|---|
| OS-W ndows Med a Not Inc uded | 620-AALW | - | 7 | - |
| Not se ected n th s conf gurat on | 817-BBBC | - | 7 | - |
| SupportAss st | 525-BBCL | - | 7 | - |
| De (TM) D g ta De very C rrus C ent | 640-BBLW | - | 7 | - |
| De Opt m zer for Prec s on | 640-BBSC | - | 7 | - |
| De Prem er Co or 6.0 | 640-BBSH | - | 7 | - |
| De C ent System Update (Updates atest De Recommended BIOS, Dr vers, F rmware and Apps) | 658-BBMR | - | 7 | - |
| Waves Maxx Aud o | 658-BBRB | - | 7 | - |
| De SupportAss st OS Recovery Too | 658-BEOK | - | 7 | - |
| No Ant -V rus Software | 650-AAAM | - | 7 | - |
| Custom Conf gurat on | 817-BBBB | - | 7 | - |
| Prec s on 3650 Tower CTO BASE | 210-AYSV | - | 7 | - |
| No UPC Labe | 389-BCGW | - | 7 | - |
| De L m ted Hardware Warranty P us Serv ce | 997-2808 | - | 7 | - |
| ProSupport P us: 7x24 Techn ca Support, 3 Years | 997-2859 | - | 7 | - |
| ProSupport P us: Keep Your Hard Dr ve, 3 Years | 997-2868 | - | 7 | - |
| ProSupport P us: Acc denta Damage Serv ce, 3 Years | 997-2877 | - | 7 | - |
| ProSupport P us: Next Bus ness Day Ons te, 3 Years | 997-6820 | - | 7 | - |
| Thank you for choos ng De ProSupport P us. For tech support, v s t www.de .com/contactde or ca 1-866-516-3115 | 997-8367 | - | 7 | - |

| | | Quantity | Subtotal |
|---|---|---|---|
| **Latitude 5320** | **$1,240.86** | **45** | **$55,838.70** |

Est mated de very f purchased today:
Dec. 28, 2021

[redacted]

| Description | SKU | Unit Price | Quantity | Subtotal |
|---|---|---|---|---|
| De Lat tude 5320 XCTO Base | 210-AXXI | - | 45 | - |
| 11th Generat on Inte Core 5-1135G7 (4 Core, 8M cache, base 2.4GHz, up to 4.2GHz) | 379-BEHX | - | 45 | - |
| W ndows 10 Pro Eng sh, French, Span sh | 619-AHKN | - | 45 | - |
| No M crosoft Off ce L cense Inc uded – 30 day Tr a Offer On y | 658-BCSB | - | 45 | - |
| I5-1135G7 Trans, Inte Ir s Xe Graph cs, Thunderbo t, 16GB | 338-BXVG | - | 45 | - |
| Lat tude 5320 Assemb y Base | 338-BXVP | - | 45 | - |
| non-vPro Manageab ty | 631-ACTY | - | 45 | - |
| 16 GB, LPDDR4 SDRAM, 3200MHz (on board) | 370-AFVV | - | 45 | - |
| M.2 512GB PCIe NVMe C ass 40 So d State Dr ve | 400-BKSU | - | 45 | - |
| 13.3" FHD 2- n-1 (1920x1080) Touch, Ant -G are, GG6 DXC, HD Camera, 300 n ts, WLAN | 391-BFQC | - | 45 | - |
| S ng e Po nt ng Back t US-Eng sh Keyboard | 583-BHBS | - | 45 | - |
| No Mouse | 570-AADK | - | 45 | - |
| W re ess Inte AX201 WLAN Dr ver | 555-BGHB | - | 45 | - |
| Inte W -F 6 AX201 2x2 .11ax 160MHz + B uetooth 5.1 | 555-BGGT | - | 45 | - |
| No Mob e Broadband Card | 556-BBCD | - | 45 | - |

| | | | | |
|---|---|---|---|---|
| 3 Ce 42Whr Long L fe Battery ( nc udes 3 year m ted hardware warranty) | 451-BCUX | - | 45 | - |
| E4 65W Type-C EPEAT Adapter | 492-BCXP | - | 45 | - |
| Pa mrest, No Secur ty, Thunderbo t 4 | 346-BGUL | - | 45 | - |
| No Ant -V rus Software | 650-AAAM | - | 45 | - |
| OS-W ndows Med a Not Inc uded | 620-AALW | - | 45 | - |
| US Power Cord | 537-BBBL | - | 45 | - |
| Qu ck setup gu de wor dw de 2- n-1 | 340-CTXM | - | 45 | - |
| US Order | 332-1286 | - | 45 | - |
| No Resource USB Med a | 430-XXYG | - | 45 | - |
| No Dock ng Stat on | 452-BBSE | - | 45 | - |
| SERI Gu de (ENG/FR/Mu t ) | 340-AGIK | - | 45 | - |
| ESTAR E- abe | 387-BBPH | - | 45 | - |
| Custom Conf gurat on | 817-BBBB | - | 45 | - |
| SupportAss st | 525-BBCL | - | 45 | - |
| De (TM) D g ta De very C rrus C ent | 640-BBLW | - | 45 | - |
| De C ent System Update (Updates atest De Recommended BIOS, Dr vers, F rmware and Apps) | 658-BBMR | - | 45 | - |
| Waves Maxx Aud o | 658-BBRB | - | 45 | - |
| De Power Manager | 658-BDVK | - | 45 | - |
| De SupportAss st OS Recovery Too | 658-BEOK | - | 45 | - |
| De Opt m zer | 658-BEQP | - | 45 | - |
| W n 10 PKID Labe | 658-BFDQ | - | 45 | - |
| DAO M x Mode 65W adapter (2IN1) | 340-CTWZ | - | 45 | - |
| System Sh p Info | 640-BBJB | - | 45 | - |
| Inte (R) Core(TM) 5 non-vPro Processor Labe | 389-DXDU | - | 45 | - |
| BTO Standard Sh pment (VS) | 800-BBQK | - | 45 | - |
| No UPC Labe | 389-BCGW | - | 45 | - |
| No Removab e CD/DVD Dr ve | 429-AATO | - | 45 | - |
| 5320 2- n-1 Bottom Door | 354-BBDL | - | 45 | - |
| No AutoP ot | 340-CKSZ | - | 45 | - |
| EPEAT 2018 Reg stered (Go d) | 379-BDZB | - | 45 | - |
| De L m ted Hardware Warranty Extended Year(s) | 975-3461 | - | 45 | - |
| De L m ted Hardware Warranty | 997-8317 | - | 45 | - |
| ProSupport P us: Next Bus ness Day Ons te, 1 Year | 997-8366 | - | 45 | - |
| Thank you for choos ng De ProSupport P us. For tech support, v s t www.de .com/contactde or ca 1-866-516-3115 | 997-8367 | - | 45 | - |
| ProSupport P us: 7x24 Techn ca Support, 3 Years | 997-8380 | - | 45 | - |
| ProSupport P us: Next Bus ness Day Ons te, 2 Year Extended | 997-8381 | - | 45 | - |
| ProSupport P us: Keep Your Hard Dr ve, 3 Years | 997-8382 | - | 45 | - |
| ProSupport P us: Acc denta Damage Serv ce, 3 Years | 997-8383 | - | 45 | - |
| No Acc denta Damage Se ected | 981-4619 | - | 45 | - |

| | |
|---|---|
| **Subtotal:** | **$477,407.38** |
| **Shipping:** | **$0.00** |
| **Estimated Tax:** | **$0.00** |
| **Total:** | **$477,407.38** |


De Market ng LP. U.S. on y. De Market ng LP. s ocated at One De Way, Ma Stop 8129, Round Rock, TX 78682

# Important Notes

## Terms of Sale

Th s Quote w , f Customer ssues a purchase order for the quoted tems that s accepted by Supp er, const tute a contract between the ent ty ssu ng th s Quote ("Supp er") and the ent ty to whom th s Quote was ssued ("Customer"). Un ess otherw se stated here n, pr c ng s va d for th rty days from the date of th s Quote. A product, pr c ng and other nformat on s based on the atest nformat on ava ab e and s subject to change. Supp er reserves the r ght to cance th s Quote and Customer purchase orders ar s ng from pr c ng errors. Taxes and/or fre ght charges sted on th s Quote are on y est mates. The f na amounts sha be stated on the re evant nvo ce. Add t ona fre ght charges w be app ed f Customer requests exped ted sh pp ng. P ease nd cate any tax exempt on status on your purchase order and send your tax exempt on cert f cate to Tax_Department@de .com or ARSa esTax@emc.com, as app cab e.

**Governing Terms**: Th s Quote s subject to: (a) a separate wr tten agreement between Customer or Customer s aff ate and Supp er or a Supp er´s aff ate to the extent that t express y app es to the products and/or serv ces n th s Quote or, to the extent there s no such agreement, to the app cab e set of De s Terms of Sa e (ava ab e at www.de .com/terms or www.de .com/oemterms), or for c oud/as-a-Serv ce offer ngs, the app cab e c oud terms of serv ce ( dent f ed on the Offer Spec f c Terms referenced be ow); and (b) the terms referenced here n (co ect ve y, the "Govern ng Terms"). D fferent Govern ng Terms may app y to d fferent products and serv ces on th s Quote. The Govern ng Terms app y to the exc us on of a terms and cond t ons ncorporated n or referred to n any documentat on subm tted by Customer to Supp er.

**Supplier Software Licenses and Services Descriptions**: Customer s use of any Supp er software s subject to the cense terms accompany ng the software, or n the absence of accompany ng terms, the app cab e terms posted on www.De .com/eu a. Descr pt ons and terms for Supp er-branded standard serv ces are stated at www.de .com/serv cecontracts/g oba or for certa n nfrastructure products at www.de emc.com/en-us/customer-serv ces/product-warranty-and-serv ce-descr pt ons.htm.

**Offer-Specific, Third Party and Program Specific Terms**: Customer s use of th rd-party software s subject to the cense terms that accompany the software. Certa n Supp er-branded and th rd-party products and serv ces sted on th s Quote are subject to add t ona , spec f c terms stated on www.de .com/offer ngspec f cterms ("Offer Spec f c Terms").

**In case of Resale only**: Shou d Customer procure any products or serv ces for resa e, whether on standa one bas s or as part of a so ut on, Customer sha nc ude the app cab e software cense terms, serv ces terms, and/or offer-spec f c terms n a wr tten agreement w th the end-user and prov de wr tten ev dence of do ng so upon rece pt of request from Supp er.

**In case of Financing only**: If Customer ntends to enter nto a f nanc ng arrangement ("F nanc ng Agreement") for the products and/or serv ces on th s Quote w th De F nanc a Serv ces LLC or other fund ng source pre-approved by Supp er ("FS"), Customer may ssue ts purchase order to Supp er or to FS. If ssued to FS, Supp er w fu f and nvo ce FS upon conf rmat on that: (a) FS ntends to enter nto a F nanc ng Agreement w th Customer for th s order; and (b) FS agrees to procure these tems from Supp er. Notw thstand ng the F nanc ng Agreement, Customer s use (and Customer s resa e of and the end-user s use) of these tems n the order s subject to the app cab e govern ng agreement between Customer and Supp er, except that t t e sha transfer from Supp er to FS nstead of to Customer. If FS not f es Supp er after sh pment that Customer s no onger pursu ng a F nanc ng Agreement for these tems, or f Customer fa s to enter nto such F nanc ng Agreement w th n 120 days after sh pment by Supp er, Customer sha prompt y pay the Supp er nvo ce amounts d rect y to Supp er.

Customer represents that th s transact on does not nvo ve: (a) use of U.S. Government funds; (b) use by or resa e to the U.S. Government; or (c) ma ntenance and support of the product(s) sted n th s document w th n c ass f ed spaces. Customer further represents that th s transact on does not requ re Supp er s comp ance w th any statute, regu at on or nformat on techno ogy standard app cab e to a U.S. Government procurement.

For certa n products sh pped to end users n Ca forn a, a State Env ronmenta Fee w be app ed to Customer s nvo ce. Supp er encourages customers to d spose of e ectron c equ pment proper y.

E ectron ca y nked terms and descr pt ons are ava ab e n hard copy upon request.

**^Dell Business Credit (DBC):**
OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Sma and Med um Bus ness customers w th approved cred t. Taxes, sh pp ng and other charges are extra and vary. M n mum month y payments are the greater of $15 or 3% of account ba ance. De Bus ness Cred t s not offered to government or pub c ent t es, or bus ness ent t es ocated and organ zed outs de of the Un ted States.

**Commissioners Court - Regular Session** **41.**

**Meeting Date:** 10/05/2021

Immunization Grant ILA

**Submitted By:** Michael Knipstein, EMS

**Department:** EMS

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving and ILA between Williamson County and Williamson County and Cites Health Disctrict (WCCHD).

### Background

WCCHD was awarded the Texas Department of State Health Services COVID-19 Immunizations Grant. This ILA would allow Willimason County EMS Community Health Paramedics to participate with WCCHD in the program. Williamson County EMS CHP personnel will assist in identifying populations, coordinating vaccine efforts, and education populations on vaccines. WCCHD would utilize $74,350 of grant funding to contract with Williamson County for the CHP services outline. WCCHD would be responsible for all reporting to DSHS. Particiaption was approved on 09/28/2021 by the Commissioners Court. Department contact – Mike Knipstein or Amy Jarosek.

## Fiscal Impact

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

## Attachments

Agreement

Scope of Work

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Hal Hawes | Hal Hawes | 09/28/2021 10:40 AM |
| County Judge Exec Asst. | Becky Pruitt | 09/29/2021 11:33 AM |
| Form Started By: Michael Knipstein | | Started On: 09/28/2021 10:22 AM |
| Final Approval Date: 09/29/2021 | | |

# INTERLOCAL COOPERATION AGREEMENT BETWEEN WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT AND WILLIAMSON COUNTY, TEXAS, FOR ASSISTANCE WITH GRANT IMPLEMENTATION (Use of Community Health Paramedic Personnel for Covid-19 Immunizations Grant Program) (Grant from Texas Department of State Health Services)

## RECITAL

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

## AGREEMENT

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

### 1. Effective Date and Term

This Agreement shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for completion of the scope of work set forth in the attached Exhibit and shall terminate upon completion of the scope of work or when terminated pursuant to paragraph 3 below.

### 2. Use of Community Health Paramedic Personnel for assistance with implementation for the Covid-19 Immunizations Grant Program

In the interest of promoting the public health and safety and supporting The County's operations, the Health District will provide $74,350.00 to The County from grant funding received from the Texas Department of State Health Services to assist with COVID-19 response and immunizations. In exchange, The County will use its Community Health Paramedic Personnel to provide certain operational assistance as set forth in the attached Exhibit, which is incorporated herein as if copied in full.

Payments will be made by the Health District to the County pursuant to the following schedule:

| Amount | Milestone or Date |
|---|---|
| $50000.00 | August 18, 2022 |
| $24350.00 | August 18, 2023 |

The Health District requests that the County submit invoices for each of these payments, to document the transactions for the grant funder.

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 performance of the scope of work set forth in the attached Exhibit is completed; or (2) the date The Health District receives an invoice for the goods or services [in this case may be in the form of an e-mail]. Interest charges for any overdue payments shall be paid by the Health District in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

**It is understood and agreed that The County shall only be responsible for the scope of work items set forth in attached Exhibit and the Health District is responsible for applicable payments set forth in the attached Exhibit as well as the administration of all other grant-required scope of work items, including all reporting and other grant requirements.**

## 3. Termination

This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof prior to completion of the Agreement. In the event of termination, the Parties agree to reasonably allocate the payments required under Section 2 to correspond to the portion of the scope of work that has been completed by The County.

## 4. Notices

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

*If to Williamson County:*
**Name:** Hon. Bill Gravell, Williamson County Judge
**Address:** 710 Main St.
Georgetown, Texas 78626

*If to City of Health District:*
**Name:** Derrick L. Neal, MPA, Executive Director
**Address:** 355 Texas Ave.
Round Rock, Texas 78664

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

## 5. Miscellaneous

5.1. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Health District, The County, the Williamson County Commissioners Court, or the Williamson County Judge.

5.2. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

5.3. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that either Party shall have the right to terminate this Agreement at the end of either Party's fiscal year if the governing body of Party does not appropriate sufficient funds as determined by Party's budget for the fiscal year in question. A Party may effect such termination by giving the other Party written notice of termination at the end of its then-current fiscal year.

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

5.5. This Agreement may be modified only by a writing duly executed by each of the Parties. Neither any representation or promise made after the execution of

this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and duly executed by each of the Parties.

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

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

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

5.9. This agreement may not be assigned.

**AGREED AND APPROVED;**

**WILLIAMSON COUNTY**

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

**HEALTH DISTRICT**

**By:** Dietrick L. Neal _____ **Date:** 09/15/2021
**Authorized Representative**

**EXHIBIT (See Attached)**
(Scope of Work Items for County Community Health Paramedic Personnel), which is incorporated herein as if copied in full

**WCEMS CHP Scope of Work**

1. CHP will provide at least 12 educational sessions and trainings to workers in congregate settings, high-risk populations, and other hard-to-reach groups to increase vaccine confidence.
    a) CHP will identify congregate settings and vulnerable populations to target
    b) CHP will review all applicable guidance regarding vaccinations and vaccine hesitancy
    c) CHP will contact all facilities and set up training sessions
    d) CHP will prepare all digital materials and handouts
    e) CHP will provide onsite and/or virtual training to identified groups
    f) CHP will utilize their own devices, technology, and software to implement training and will work in conjunction with WCCHD to print materials
    g) CHP will attend meetings with team members and participate in additional communications needed to develop and implement project
2. CHP will assist in hosting and coordinating at least 15 vaccination events within HEZs and high SV census tracts
    a) CHP will in conjunction with WCCHD identify HEZs and SV census tracts using the WCCHD data
    b) CHP will reach out to community leaders in identified areas and coordinate vaccine events
    c) CHP will organize events and provide incident command during events as well as ensure that medical oversight is present as directed by WCCHD
    d) CHP will gather all data during event and coordinate with WCCHD to report data
    e) CHP will attend meetings with team members and participate in additional communications needed to develop and implement project

**Commissioners Court - Regular Session** **42.**

**Meeting Date:** 10/05/2021

Pearson Educ Photo Agreement

**Submitted By:** Michael Knipstein, EMS

**Department:** EMS

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take any appropriate action regarding approval of an agreement with Pearson Education, Inc. and authorize photos of the Williamson County EMS for use in a paramedic textbook and promote public health and safety education.

### Background

This agreement would allow the use of photos of Williamson County EMS paramedics in a paramedic textbook produced by Pearson Educatioin, Inc.

## Fiscal Impact

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

## Attachments

Agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Hal Hawes | Hal Hawes | 09/28/2021 03:38 PM |
| County Judge Exec Asst. | Becky Pruitt | 09/29/2021 11:36 AM |
| Form Started By: Michael Knipstein | | Started On: 09/28/2021 01:52 PM |
| Final Approval Date: 09/29/2021 | | |

**CONTRIBUTOR AGREEMENT**

**AN AGREEMENT**, dated as of June 22, 2021, between **PEARSON EDUCATION, INC.** ("Publisher") a Delaware corporation, with offices at 221 River St, Hoboken, NJ 07030, and Williamson County, Texas ("Contributor" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body.

1. Subject to the terms and conditions set forth in this Agreement, Contributor hereby agrees to prepare the materials described in Exhibit A annexed to this Agreement ("Materials") for inclusion in one or more products prepared by or on behalf of Publisher (and any revisions, new editions or other versions thereof) (the "Works"). Exhibit A is hereby incorporated herein.

2. Contributor shall perform all services (the "Services") necessary to deliver to Publisher (or such other such person designated by Publisher) on or before the applicable delivery dates set forth on Exhibit A annexed hereto the complete and final Materials in length, style, content and form satisfactory to Publisher, in its editorial and marketing judgment. Contributor agrees to reasonably cooperate with Publisher in developing and completing satisfactory marketable Works by revising the Materials as requested by Publisher. Publisher shall have no obligation to publish any of the Materials, in any of the Works or otherwise. Time is of the essence in connection with the delivery of the Materials.

3. In full consideration for all Services rendered and Materials provided by Contributor hereunder and for all rights granted or relinquished by Contributor, Publisher will pay Contributor the total fee, and in accordance with the payment schedule (if any), set forth in Exhibit A, upon Publisher's receipt and acceptance, in Publisher's editorial and marketing judgment, of the Materials.

4. Publisher shall own all rights, title and interest, throughout the world, in and to the Materials and all additions to, deletions from, alterations of, or revisions in, and each part of the Materials, and all other materials developed or furnished by Contributor hereunder (collectively, for purposes of the Agreement, the "Deliverables"). Without limiting the foregoing, Contributor hereby acknowledges that Contributor's work and services hereunder and all results thereof, including the Deliverables (collectively, the "Properties"), have been specially ordered or commissioned by Publisher for one or more of the purposes specified in the Copyright Act, 17 U.S.C. §§ 101 *et seq.* In the event any or all of the Properties are deemed not to be a "work made for hire," Contributor hereby irrevocably grants, assigns, transfers, releases and conveys to Publisher, in perpetuity and from the moment of creation of the applicable Properties, all right, title and interest in and to the Properties, as well as all intellectual property rights embodied in or pertaining to any of the foregoing, and the sole and complete right to reproduce, copy, publish, modify, customize, prepare derivative works of, exploit and/or otherwise use the Properties in perpetuity, throughout the world, in any and all languages, and in any and all formats and media, now known or hereafter created, alone or combined with other Publisher or third-party materials. Publisher shall be considered the author of the Properties for purposes of copyright, and Publisher shall have the sole and exclusive right to copyright the same which Publisher may do in its name, its trade name or the name of its nominee(s). Contributor shall have no ownership rights of any kind whatsoever with respect to the Properties. Contributor agrees to perform all lawful acts and to execute such further instruments as Publisher may request to evidence, establish, maintain or protect its rights in and ownership of the Properties. If Contributor refuses or fails to perform such acts or execute such instruments, Publisher may do so as Contributor's attorney-in-fact for such purpose. Contributor hereby waives, in favor of the Publisher, its successors, assigns and licensees, any and all claims that Contributor may now or hereafter have in any jurisdiction to so-called "moral rights" with respect to the results of Contributor's work and services hereunder (including, without limitation, the Properties).

5. The production of any still pictures, motion pictures, videotapes, photographs and sound recordings of Williamson County property or personnel that would be considered to be obscene pursuant to state and/or federal laws or any use of still pictures, motion pictures, videotapes, photographs and sound recordings of Williamson County property or personnel that would be defamatory to Williamson County shall be prohibited. In the event Publisher should use the still pictures, motion pictures, videotapes, photographs and sound recordings of Williamson County property or personnel for such purposes, such use

shall be deemed a material breach of this Agreement and Williamson County may avail itself of any remedies allowed at law or in equity.

6. Contributor is an independent contractor and shall be solely responsible for any expenses, unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments which may be required by federal, state or local law with respect to any sums paid Contributor hereunder. Contributor is not an employee of Publisher and shall not be entitled to participate in any benefit programs or plans of Publisher. Contributor shall not represent itself as a partner, joint venturer, agent, employee, franchisee, or representative of Publisher.

7. Publisher shall have the right to terminate this Agreement if Contributor fails to deliver any of the completed Materials by the delivery date(s) specified in this Agreement or if Publisher determines, in its editorial and marketing judgment, that the Materials are not satisfactory. In such event, Contributor shall immediately repay to Publisher sums paid Contributor under this Agreement, if any. In addition, Publisher may terminate this Agreement without cause at any time upon two (2) weeks prior written notice, in which event Publisher will pay Contributor for the reasonable value of the Materials and Services acceptably completed or performed but not previously compensated prior to Contributor's receipt of such notice. In no event will Contributor be entitled to receive more than the total amount of compensation provided for herein.

8. (a) Contributor shall not incorporate materials copyrighted by third parties into the Materials unless and until it obtains prior written permission from the copyright owner to use such third party materials to the full extent contemplated herein. Contributor shall deliver written permissions to Publisher when it delivers any Materials containing third party materials to Publisher. Publisher shall have the right to review such written permissions to ensure their acceptability. All costs associated with obtaining the permissions shall be borne by Contributor.

(b) Contributor shall not incorporate into the Deliverables any materials prepared by third parties, and specially ordered or commissioned by Contributor for incorporation in the Deliverables, without Publisher's prior written consent, and without first obtaining a written Release (as defined below) from the third party who prepared such materials. Contributor shall deliver such written Releases to Publisher when it delivers any Deliverables containing any such specially-commissioned third party materials to Publisher. Publisher shall have the right to review such written Releases to ensure their acceptability. All costs associated with having such materials prepared, and obtaining the Releases, shall be borne by Contributor. A "Release" shall be a document whereby the applicable third party assigns to Publisher, or relinquishes in favor of Publisher, all rights, title and interest in the applicable materials, and waives any and all moral rights with respect thereto in favor of Publisher.

9. (a) Contributor represents and warrants to Publisher that Contributor has full power and authority to enter into and perform this Agreement; that the Materials and Properties submitted hereunder will be original (except for material in the public domain or as to which permission has been obtained from the copyright owner), that the Materials and Properties will not contain any libelous or otherwise unlawful material or infringe any copyright or trademark rights or otherwise infringe any personal or proprietary right of any person or entity. The Contributor further represents and warrants that the Materials and Properties will not be injurious or otherwise harmful to person or entity.

(b) To the extent authorized under Texas law, Contributor will indemnify and hold harmless Publisher from and against any and all claims, suits, damages, costs and expenses, including reasonable attorneys' fees, that Publisher may sustain or incur by reason of any breach or alleged breach of any representation or warranty by Contributor. Publisher shall have the right to assume and control the defense of any such claim. Contributor will cooperate with Publisher and provide reasonable assistance in the defense against any such claim. The warranties and indemnities contained in this Paragraph shall survive termination of this Agreement.

10. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Contributor, the Williamson County Commissioners Court, or the Williamson County Judge.

11. Publisher shall have no obligation to publish any Materials and may, at its discretion, give Contributor credit for any or all Materials if it does, but the nature, format, prominence, precedence and location of such credit shall be determined by Publisher in its sole discretion. Publisher (and its licensees and vendees) may (but has no obligation to) use the Contributor's name, image and/or likeness in or on any work, products, publications and services that include the Materials in whole or in part and for promotional and advertising purposes therefor.

12. Contributor acknowledges that all information concerning the Deliverables, and the manner in which Publisher conducts its business, are requested to remain confidential and proprietary. . Specifically, all material submitted to the Williamson County presumptively becomes public property and subject to the Texas Public Information Act upon receipt. If Publisher does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Williamson County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by Publisher, Williamson County may choose to place such information on the Williamson County's website and/or a similar public database without obtaining any type of prior consent from Publisher.

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

13. This Agreement, including Exhibit A, sets forth the entire Agreement between Publisher and Contributor with respect to the subject matter, supersedes any prior agreements or understandings, oral or written, with respect to such subject matter, and may not be modified except in writing signed by both parties.

14. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS AS IF EXECUTED AND FULLY PERFORMED THERE, WITHOUT REGARD TO ITS PROVISIONS ON CHOICE OF LAW. EXCLUSIVE JURISDICTION AND VENUE OVER ALL DISPUTES HEREUNDER SHALL BE IN THE FEDERAL AND STATE COURTS OF THE STATE OF TEXAS LOCATED IN THE COUNTY OF TRAVIS.

15. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

16. The Publisher may freely assign this Agreement, in whole or in part. The Contributor may not assign, subcontract, or delegate its obligations under this Agreement, except that the Contributor may assign or otherwise transfer the right only to receive any amounts which may be payable to the Contributor for performance under this Agreement, and then only after receipt by the Publisher of written notice of such assignment or transfer.

17. In the event any provision of this Agreement (or portion thereof) is determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision shall be deemed to have been deleted from this Agreement, while the remainder of this Agreement shall remain in full force and effect according to its terms.

18. No waiver of any term or condition of this Agreement, or any breach of this Agreement, shall or shall be deemed to be a waiver of any other term or condition of the Agreement or of any later breach of the Agreement.

19. The County Judge or the presiding officer of Contributor's governing body who is authorized to execute this instrument by order duly recorded may execute this Agreement on behalf of Contributor.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first set forth above.

**PEARSON EDUCATION, INC.**

By: _____

Name: Kevin Wilson Digitally signed by Kevin Wilson Date: 2021.08.13 14:38:05 -04'00'

Content Manager – Health Sciences

Date: _____

**WILLIAMSON COUNTY**

By: _____

Print Name: _____

Title: _____

Address: _____

_____

Date: _____

**EXHIBIT A**

I. Description of Materials

LIST OF PHOTOS (ONLY FOR EMS DEPARTMENT PERTAINING TO PARAMEDICS AND RELATED OPERATIONS)

II. Specifications Applicable to preparation of the Materials, including, where applicable, a time schedule for the delivery of segments and final manuscript and permissions.

Date of photoshoot to be determined between Publisher and Contributor.

**Commissioners Court - Regular Session** **43.**

**Meeting Date:** 10/05/2021

River Ranch County Park - Supplemental Agreement #6 - Design Workshop

**Submitted For:** Russell Fishbeck **Submitted By:** Russell Fishbeck, Parks

**Department:** Parks

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on a Supplemental Agreement No. 6 to Agreement for Landscape Architectural Phase II Services between Williamson County, Texas and Design Workshop, Inc. in relation to the Williamson County River Ranch County Park Project.

### Background

This supplemental agreement is for additional construction observation services to be performed by Design Workshop as a result of the extended construction schedule on the River Ranch County Park Project. Specific services are outlined in the attached agreement. Department point of contact is Russell Fishbeck. This expenditure will be charged to P315 - River Ranch County Park and P465 River Ranch Interpretive Center.

## Fiscal Impact

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

## Attachments

Supplemental Agreement #6

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 08:29 AM |
| Form Started By: Russell Fishbeck | | Started On: 09/30/2021 05:57 AM |
| Final Approval Date: 09/30/2021 | | |

# SUPPLEMENTAL AGREEMENT NO. 6
# TO
# AGREEMENT FOR
# LANDSCAPE ARCHITECTURAL
# PHASE II SERVICES

**WILLIAMSON COUNTY RIVER RANCH COUNTY PARK PROJECT**
**("Project")**

This Supplemental Agreement No. 6 to Agreement for Landscape Architectural Phase II Services ("Supplemental Agreement No. 6") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Design Workshop, Inc. (the "LA").

## RECITALS

**WHEREAS**, County intends to improve the Williamson County River Ranch County Park, hereinafter called the "Project;"

**WHEREAS**, County and LA previously executed an Agreement for Landscape Architectural Services dated effective July 16, 2015 (the "Phase I Services Agreement"); and under the Phase I Services Agreement, LA performed and has completed Programming and Master Plan refinement, and Schematic Design services (collectively referred to as "Phase I Services");

**WHEREAS**, County and LA thereafter executed Agreement for Landscape Architectural Phase II Services, being dated effective August 3, 2016, (the "Phase II Services Agreement") whereby LA agreed to provide Design Development Services, Construction Document Services, Bidding or Negotiation Services and Construction Observation Services, Regulatory Review, Surveys and Studies, and Cultural Resource Plan Services for the Project (collectively referred to herein as "Phase II Services");

**WHEREAS**, pursuant to Article 4 of the Phase II Services Agreement, County and LA thereafter executed Supplemental Agreement Nos. 1, 2, 3, 4 & 5 in order to add Additional Services that were outside of the LA's Phase II Services, as described in the Phase II Services Agreement;

**WHEREAS**, pursuant to Article 4 of the Phase II Services Agreement, the County now wishes to obtain Additional Services to be provided by LA;

**WHEREAS**, pursuant to Article 4 of the Phase II Services Agreement, this Supplemental Agreement No. 6 provides a description of the scope of Additional Services that have become necessary, as well as the Additional Services compensation for LA's Additional Services;

**WHEREAS**, this Supplemental Agreement No. 6 shall serve as a written agreement and authorization for LA to proceed with the Additional Services described herein; and

**WHEREAS**, it has become necessary to supplement, modify and amend the Phase II Services Agreement in accordance with terms and conditions thereof.

## AGREEMENT

**NOW, THEREFORE**, premises considered, the County and the LA agree that the Phase II Services Agreement is supplemented, amended and modified as follows:

## I. Additional Services

A. Construction Observation | RRCP Phase I Improvements

LA provided Additional Services in the form of Construction Observation from 9/13/2020 through 6/2/2021 in relation to River Ranch County Park (the "RRCP") Phase I Improvements. The services rendered during that time included participation and attendance at OAC meetings, site visits with associated field reports, responses to submittals and RFIs, management and reporting on the on-going RRCP Action Items Log, and additional meetings and coordination with the County and LA. LA and County agree that the total Lump Sum amount of $31,160.00 shall be paid to LA for such Additional Services.

B. Extended Construction Observation Services | RRCP Phase I Improvements

As of the execution of this Supplemental Agreement No. 6, County and LA anticipate at least six (6) months of Additional Services to realize final completion for the RRCP Phase I Improvements. Services will include continued coordination/communication with the construction contractor and Owner, attendance at OAC meetings, additional site visits and field reports as requested each month until the monthly allowance described below has been reached.

The basis for compensation of these ongoing services shall be hourly at the rates set out in hourly rate schedule pursuant to the Phase II Services Agreement, as amended. A monthly allowance for these Extended Construction Observation Services in relation to the RRCP Phase I Improvements shall be $8,200.00. The total not-to-exceed fee amount allowed for these Additional Services shall be $49,200.00. The LA will continue to bill monthly in accordance with the Phase II Services Agreement and will notify the County when such services performed reach 75% of the monthly allowance. Upon reaching the monthly allowance in a particular month, the LA will notify the County and shall not proceed with Additional Services during that particular month unless LA receives written authorization from the County.

C. Construction Observation Services | RRCP Interpretive Center Improvements

LA provided Additional Services in the form of Construction Observation from 9/13/2020 through 6/2/2021 in relation to RRCP Interpretive Center Improvements. The services rendered during that time included participation and attendance at OAC meetings, site visits with associated field reports, responses to submittals and RFIs, management and reporting on the on-going RRCP Action Items Log, and additional meetings and coordination with the

County and LA. LA and County agree that the total Lump Sum amount of $48,766.00 shall be paid to LA for such Additional Services.

D. Extended Construction Observation | RRCP Interpretive Center Improvements

As of the execution of this Supplemental Agreement No. 6, County and LA anticipate at least six (6) months of Additional Services to realize final completion for the RRCP Interpretive Center Improvements. Services will include continued coordination/communication with the construction contractor and Owner, attendance at OAC meetings, additional site visits and field reports as requested each month until the monthly allowance described below has been reached.

The basis for compensation of these ongoing services shall be hourly at the rates set out in hourly rate schedule pursuant to the Phase II Services Agreement, as amended. A monthly allowance for these Extended Construction Observation Services in relation to the RRCP Interpretive Center Improvements shall be set at $5,900.00. The total not-to-exceed fee amount allowed for these Additional Services shall be $35,400.00. The LA will continue to bill monthly in accordance with the Phase II Services Agreement and will notify the County when such services performed reach 75% of the monthly allowance. Upon reaching the monthly allowance in a particular month, the LA will notify the County and shall not proceed with Additional Services during that particular month unless LA receives written authorization from the County.

E. LA Project Management Services | RRCP Phase I Improvements and RRCP Interpretive Center Improvements

LA is requesting Project Management Fees in order to continue providing oversight and management by LA's subconsultants in relation to RRCP Phase I Improvements and RRCP Interpretive Center Improvements.

The basis for compensation of these ongoing services shall be hourly at the rates set out in hourly rate schedule pursuant to the Phase II Services Agreement, as amended. A monthly allowance for these additional Project Management Services shall be set at $875.00. The total not-to-exceed fee amount allowed for these Additional Services shall be $5,250.00. The LA will continue to bill monthly in accordance with the Phase II Services Agreement and will notify the County when such services performed reach 75% of the monthly allowance. Upon reaching the monthly allowance in a particular month, the LA will notify the County and shall not proceed with Additional Services during that particular month unless LA receives written authorization from the County.

## II. Additional Services Fee

In accordance with Article 11 of the Phase II Services Agreement, LA will provide the Additional Services described herein for the following lump sum fees and not-to-exceed fees:

A. Additional Construction Observation | RRCP Phase I Improvements:
Lump Sum: $31,160.00

B. Extended Construction Observation Services | RRCP Phase I Improvements:
Not-to-Exceed Fee: $49,200.00

C. Additional Construction Observation Services | RRCP Interpretive Center Improvements:
Lump Sum: $48,766.00

D. Extended Construction Observation | RRCP Interpretive Center Improvements:
Not-to-Exceed Fee: $35,400.00

F. Additional LA Project Management Services RRCP Phase I Improvements and RRCP Interpretive Center Improvements
Not-to-Exceed Fee: $5,250.00

**III. Schedule**

LA will perform the Additional Services in accordance with the time periods allowed by the Phase II Services Agreement.

**IV. Terms of Agreement Control and Extent of Supplemental Agreement No. 6**

All Additional Services described herein will be performed in accordance with the terms and conditions of the Phase II Services Agreement. All other terms of the Phase II Services Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

**V. IN WITNESS WHEREOF, the County and the LA have executed this Supplemental Agreement No. 6, in duplicate, to be effective as of the date of the last party's execution below.**

**LA:**

**Design Workshop, Inc.**

By: Claire Hempel

Printed Name: Claire Hempel

Title: Principal

Date: September 28, 2021

**COUNTY:**

**Williamson County, Texas**

By: _____
Bill Gravell, Jr.,
County Judge

Date: _____ _____, 20___

**Commissioners Court - Regular Session** **44.**

**Meeting Date:** 10/05/2021

Award RFQ #21RFSQ2 As-needed Design and/or Engineering Services for Minor County Building Projects

**Submitted For:** Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action on awarding RFQ #21RFSQ2 Design or Engineer Services for Minor County Building Projects to the recommended firms herein for a period of five (5) years on an as-needed basis.

### Background

Williamson County received 39 responses from experienced firms to provide professional Architectural or Engineering ("A/E") services to support the County Architect for various small projects. Qualifications were evaluated and scoring assigned. Top ranked firms are being recommended for award on an as-needed basis. The list of recommended firms is attached herein. Of note, some firms are qualified for more than one discipline. Most, if not all, projects will be renovations of existing facilities. Areas of professional services and the number of firms that are being recommended for award are:

| Discipline | # of Firms |
|---|---|
| Architectural | 7 |
| Civil engineering | 5 |
| Structural engineering | 4 |
| MEP engineering | 6 |
| Materials Testing | 1 |
| Environmental | 4 |
| Geotechnical | 2 |
| Envelope | 1 |
| Commissions | 4 |

The awarded pool of professionals will be valid for five (5) years with yearly review for possible addition or removal of firms. Professional Service Agreements (PSA) will be contracted on an as-needed basis and will be presented to court for approval at that time. Budgeted amounts will vary as various line items, and project numbers may be used. Trenton Jacobs is the point of contact.

## Fiscal Impact

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

## Attachments

Recommendation Letter
Evaluation List

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 09/30/2021 11:37 AM |
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 11:39 AM |
| Form Started By: Johnny Grimaldo | | Started On: 09/30/2021 10:05 AM |
| Final Approval Date: 09/30/2021 | | |

Williamson County Facilities
3101 SE Inner Loop
Georgetown, Texas 78626
512-943-1599
512-930-3313 Fax
facilities@wilco.org

September 29, 2021

Joy Simonton
Williamson County Purchasing Department
100 Wilco Way
Suite P101
Georgetown, TX 78626

Re: Recommendation for 21RFSQ2 RFQ Design or Engineer Services for Minor County Building Projects

Dear Ms. Simonton:

The Williamson County Staff Selection Committee recommends approval of the attached list of firms, which were the top ranked firms from the evaluation process for this RFQ.

Thirty-nine firms were evaluated on September 15, 2021, by the Selection Committee. The attached recommendation list is comprised of the selected firms.

Please feel free to contact me if you have any questions.

Sincerely,

Dale Butler
Senior Director of Facilities

| Firm | Non-Debarment | Total Score | Service - Primary | Service - Other | Q1 - Registered? | Q2 -Exp in CenTex? | Q3 -Exp of Staff | Q4 - Exp of PM | Q5 - Perf o |
|---|---|---|---|---|---|---|---|---|---|
| Baer Engineering | | ***80*** | Environ | | Pass | 20 | 20 | 20 | 20 |
| KCI Technologies | | ***81*** | Environ | Geotech | Pass | 17 | 20 | 20 | 24 |
| Parkhill, Smith & Cooper | **missing** | ***71*** | Environ | Arch / Civil / Struct | Pass | 17 | 17 | 17 | 20 |
| Price Consulting, Inc. | | ***80*** | Environ | Materials | Pass | 20 | 20 | 20 | 20 |
| SSCI | | ***80*** | Environ | | Pass | 20 | 20 | 20 | 20 |

| Firm | Non-Debarment | Total Score | Service - Primary | Service - Other | Q1 - Registered? | Q2 -Exp in CenTex? | Q3 -Exp of Staff | Q4 - Exp of PM | Q5 - Perf o |
|---|---|---|---|---|---|---|---|---|---|
| Gessner Engineering | **missing** | ***80*** | Geotech | Civil / Struct | Pass | 20 | 20 | 20 | 20 |
| KCI Technologies | | ***81*** | Geotech | Environ | Pass | 17 | 20 | 20 | 24 |

| Firm | Non-Debarment | Total Score | Service - Primary | Service - Other | Q1 - Registered? | Q2 -Exp in CenTex? | Q3 -Exp of Staff | Q4 - Exp of PM | Q5 - Perf o |
|---|---|---|---|---|---|---|---|---|---|
| Baeza Engineering | | ***80*** | Civil | | Pass | 20 | 20 | 20 | 20 |
| Gessner Engineering | **missing** | ***80*** | Civil | Struct / Geotech | Pass | 20 | 20 | 20 | 20 |
| Parkhill, Smith & Cooper | **missing** | ***71*** | Civil | Arch / Struct / Environ | Pass | 17 | 17 | 17 | 20 |
| Riley Mountain Engineering | | ***80*** | Civil | | Pass | 20 | 20 | 20 | 20 |
| Steger Bizzell | | ***80*** | Civil | | Pass | 20 | 20 | 20 | 20 |
| Sunland Group | | ***85*** | Civil | Arch / Struct / Environ | Pass | 24 | 17 | 24 | 20 |
| Wallis Engineering Group | | ***80*** | Civil | | Pass | 20 | 20 | 20 | 20 |

| Firm | Non-Debarment | Total Score | Service - Primary | Service - Other | Q1 - Registered? | Q2 -Exp in CenTex? | Q3 -Exp of Staff | Q4 - Exp of PM | Q5 - Perf o |
|---|---|---|---|---|---|---|---|---|---|
| Dudley | | ***71*** | Struct | | Pass | 17 | 17 | 17 | 20 |
| Encotech Engineering Consultants | | ***96*** | Struct | MEP / Commis | Pass | 24 | 24 | 24 | 24 |
| Gessner Engineering | **missing** | ***80*** | Struct | Civil / Geotech | Pass | 20 | 20 | 20 | 20 |
| K&W Engineering Solutions | | ***88*** | Struct | MEP / Commis | Pass | 24 | 20 | 20 | 24 |
| Parkhill, Smith & Cooper | **missing** | ***71*** | Struct | Civil / Arch / Environ | Pass | 17 | 17 | 17 | 20 |
| P.E. Structural Consultants | | ***80*** | Struct | | Pass | 20 | 20 | 20 | 20 |

| Firm | Non-Debarment | Total Score | Service - Primary | Service - Other | Q1 - Registered? | Q2 -Exp in CenTex? | Q3 -Exp of Staff | Q4 - Exp of PM | Q5 - Perf o |
|---|---|---|---|---|---|---|---|---|---|
| BLGY Architecture | | ***96*** | Arch | | Pass | 24 | 24 | 24 | 24 |
| Collaborate Architects | | ***77*** | Arch | | Pass | 17 | 20 | 20 | 20 |
| CP&Y | | ***80*** | Arch | | Pass | 20 | 20 | 20 | 20 |
| DeMunbrun Scarnato Associates | | ***68*** | Arch | | Pass | 17 | 17 | 17 | 17 |
| FGM Architects | | ***81*** | Arch | | Pass | 20 | 20 | 17 | 24 |
| Fuse Architecture Studio | | ***77*** | Arch | | Pass | 20 | 17 | 20 | 20 |
| Johnston | | ***89*** | Arch | MEP | Pass | 17 | 24 | 24 | 24 |
| KAH Architecture & Interior Design | | ***71*** | Arch | | Pass | 20 | 17 | 17 | 17 |
| KJ Architects | | ***71*** | Arch | | Pass | 17 | 17 | 20 | 17 |
| Lawrence Group | | ***88*** | Arch | | Pass | 24 | 20 | 20 | 24 |
| Lopez Salas Architects | | ***74*** | Arch | | Pass | 17 | 17 | 20 | 20 |
| MODE Design Company | | ***88*** | Arch | | Pass | 24 | 20 | 20 | 24 |
| MWM DesignGroup | | ***92*** | Arch | | Pass | 24 | 20 | 24 | 24 |
| Negrete & Kolar Architects | | ***81*** | Arch | | Pass | 17 | 20 | 20 | 24 |
| Parkhill, Smith & Cooper | **missing** | ***71*** | Arch | Civil / Struct / Environ | Pass | 17 | 17 | 17 | 20 |
| Reliance Architecture | | ***96*** | Arch | | Pass | 24 | 24 | 24 | 24 |
| Sunland Group | | ***85*** | Arch | Civil | Pass | 24 | 17 | 24 | 20 |

| Firm | Non-Debarment | Total Score | Service - Primary | Service - Other | Q1 - Registered? | Q2 -Exp in CenTex? | Q3 -Exp of Staff | Q4 - Exp of PM | Q5 - Perf o |
|---|---|---|---|---|---|---|---|---|---|
| Engineered Exteriors | | ***80*** | Envelope | | Pass | 20 | 20 | 20 | 20 |

| Firm | Non-Debarment | Total Score | Service - Primary | Service - Other | Q1 - Registered? | Q2 -Exp in CenTex? | Q3 -Exp of Staff | Q4 - Exp of PM | Q5 - Perf o |
|---|---|---|---|---|---|---|---|---|---|
| BLUEFIN aka Mantis | | ***80*** | MEP | | Pass | 20 | 20 | 20 | 20 |
| DBR Engineering Consultants | **missing** | ***68*** | MEP | | Pass | 17 | 17 | 17 | 17 |
| EMA Engineering & Consultants | | ***84*** | MEP | | Pass | 20 | 20 | 20 | 24 |
| Encotech Engineering Consultants | | ***96*** | MEP | Struct / Commis | Pass | 24 | 24 | 24 | 24 |
| Hendrix Consulting Engineers | | ***96*** | MEP | Commis | Pass | 24 | 24 | 24 | 24 |
| Johnston | | ***89*** | MEP | Arch | Pass | 17 | 24 | 24 | 24 |
| K&W Engineering Solutions | | ***88*** | MEP | Struct | Pass | 24 | 20 | 20 | 24 |
| Ramirez Simon Engineering | | ***92*** | MEP | Commis | Pass | 20 | 24 | 24 | 24 |
| TALEX Engineers | | ***96*** | MEP | | Pass | 24 | 24 | 24 | 24 |

| Firm | Non-Debarment | Total Score | Service - Primary | Service - Other | Q1 - Registered? | Q2 -Exp in CenTex? | Q3 -Exp of Staff | Q4 - Exp of PM | Q5 - Perf o |
|---|---|---|---|---|---|---|---|---|---|
| Encotech Engineering Consultants | | ***96*** | Commis | Struct / MEP | Pass | 24 | 24 | 24 | 24 |
| Hendrix Consulting Engineers | | ***96*** | Commis | MEP | Pass | 24 | 24 | 24 | 24 |
| LCCx, LLC | | ***80*** | Commis | | Pass | 20 | 20 | 20 | 20 |
| Ramirez Simon Engineering | | ***92*** | Commis | MEP | Pass | 20 | 24 | 24 | 24 |

| Firm | Non-Debarment | Total Score | Service - Primary | Service - Other | Q1 - Registered? | Q2 -Exp in CenTex? | Q3 -Exp of Staff | Q4 - Exp of PM | Q5 - Perf o |
|---|---|---|---|---|---|---|---|---|---|
| Price Consulting, Inc. | | ***80*** | Materials | Environ | Pass | 20 | 20 | 20 | 20 |

**Commissioners Court - Regular Session** **45.**

**Meeting Date:** 10/05/2021

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 |
|---|---|---|---|

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 09/22/2021 08:11 AM |
| Form Started By: Vicky Edwards | | Started On: 09/21/2021 02:51 PM |
| Final Approval Date: 09/22/2021 | | |

**Commissioners Court - Regular Session** **46.**

**Meeting Date:** 10/05/2021

Long Range Transportation Plan Updates

**Submitted By:** Marie Walters, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action regarding amending the Williamson County Long-Range Transportation Plan to address current and projected needs in the public interest.

### Background

The attached amendment is recommended by staff. Adjustments have been made to the proposed arterial and corridor networks to accommodate advances in design and other developments.

## Fiscal Impact

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

## Attachments

LRTP-ConceptualArterials

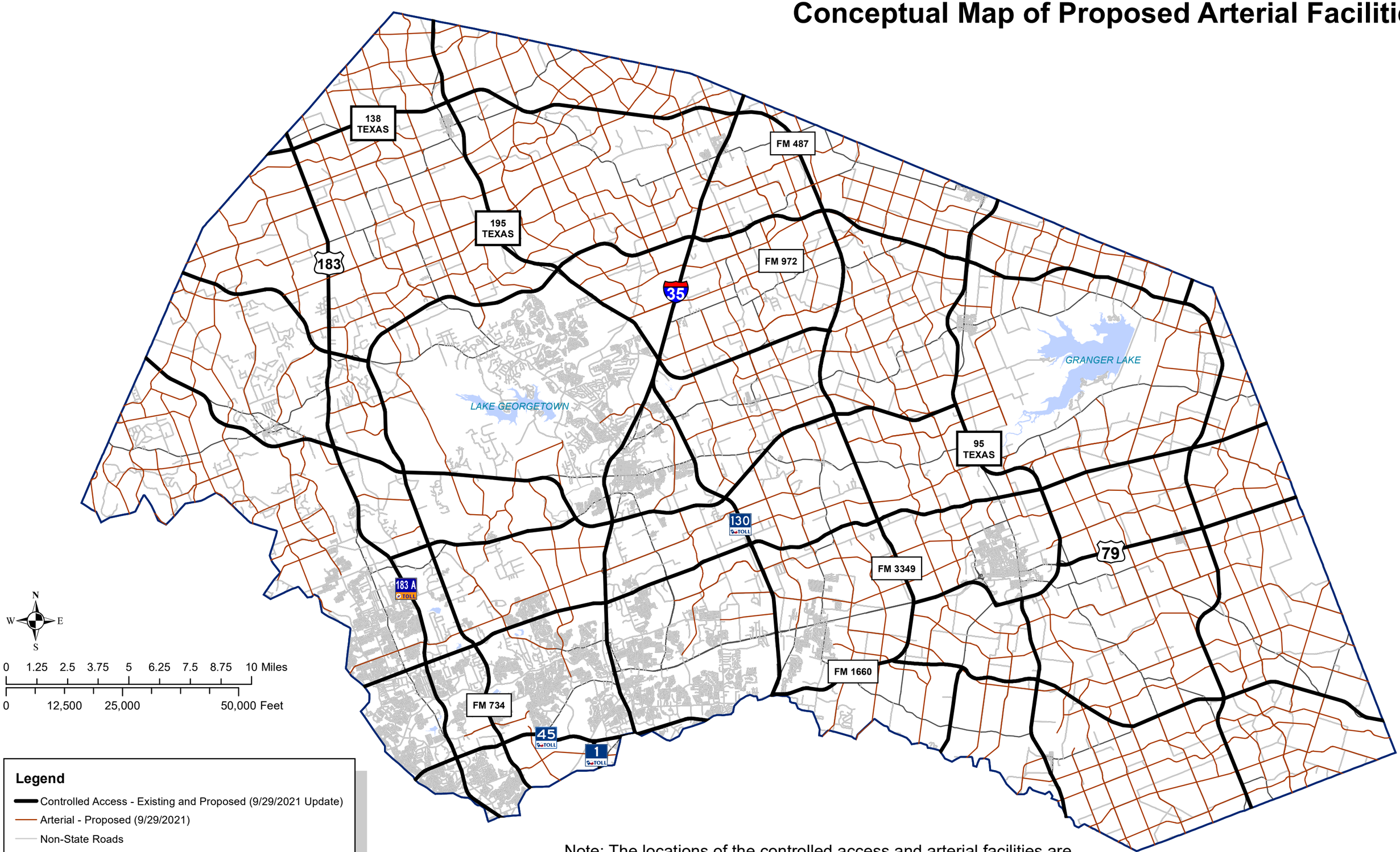
LRTP-ControlledAccess

LRTP-ControlledAccess-Arterials

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 12:00 PM |
| Form Started By: Marie Walters | | Started On: 09/30/2021 10:11 AM |
| Final Approval Date: 09/30/2021 | | |

# Conceptual Map of Proposed Arterial Facilities




**Legend**

- Controlled Access - Existing and Proposed (9/29/2021 Update)
- Arterial - Proposed (9/29/2021)
- Non-State Roads
- State Highways
- County Boundary

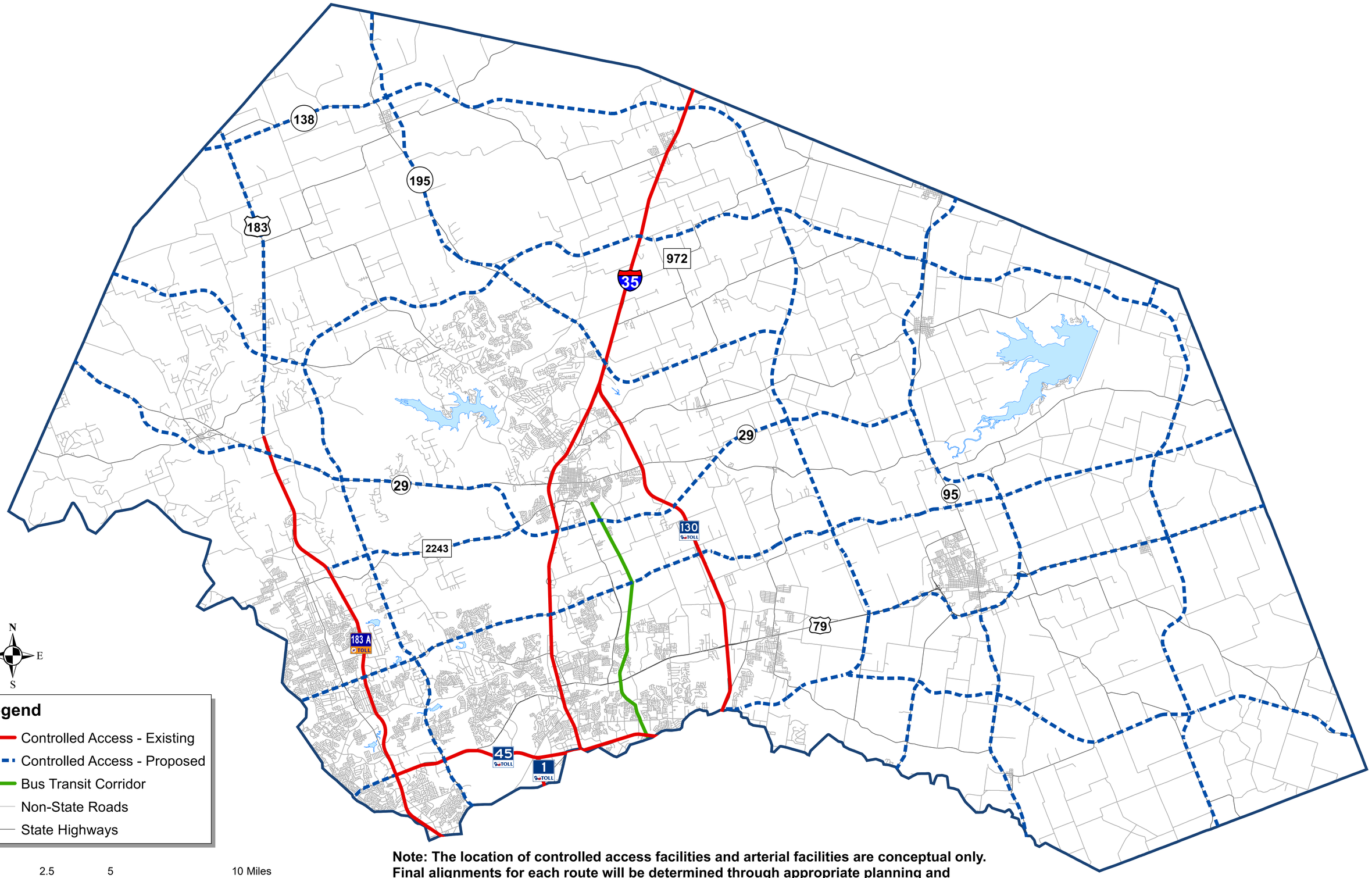
Note: The locations of the controlled access and arterial facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.

09/29/2021

Document Path: \\auswd00\Jobs\261272_WilcoDesign&PlanGEC\Tech\prod\GIS\MXD\EXHIBIT\Long Range Transportation Plan\2021-09-29 - LRTP_Arterials.mxd

09/29/2021

# Conceptual Map of Proposed Controlled Access Facilities




## Legend

- Controlled Access - Existing
- Controlled Access - Proposed
- Bus Transit Corridor
- Non-State Roads
- State Highways

0 2.5 5 10 Miles

**Note: The location of controlled access facilities and arterial facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.**

Document Path: \\ausw00\Jobs2\61272_WilcoDesign&PlanGEC\Techprod\GIS\MXD\EXHIBIT\Long Range Transportation Plan\2021-09-29 - LRTP_ControlledAccess.mxd

# Conceptual Map of Proposed Controlled Access Facilities

**Legend**

- Previously Approved Controlled Access to be Removed
- Controlled Access - Existing and Proposed (9/29/2021 Update)
- Previously Approved Arterial to be Removed
- Arterial - Proposed (As of 9/17/2021)
- County Boundary
- Non-State Roads
- State Highways

N
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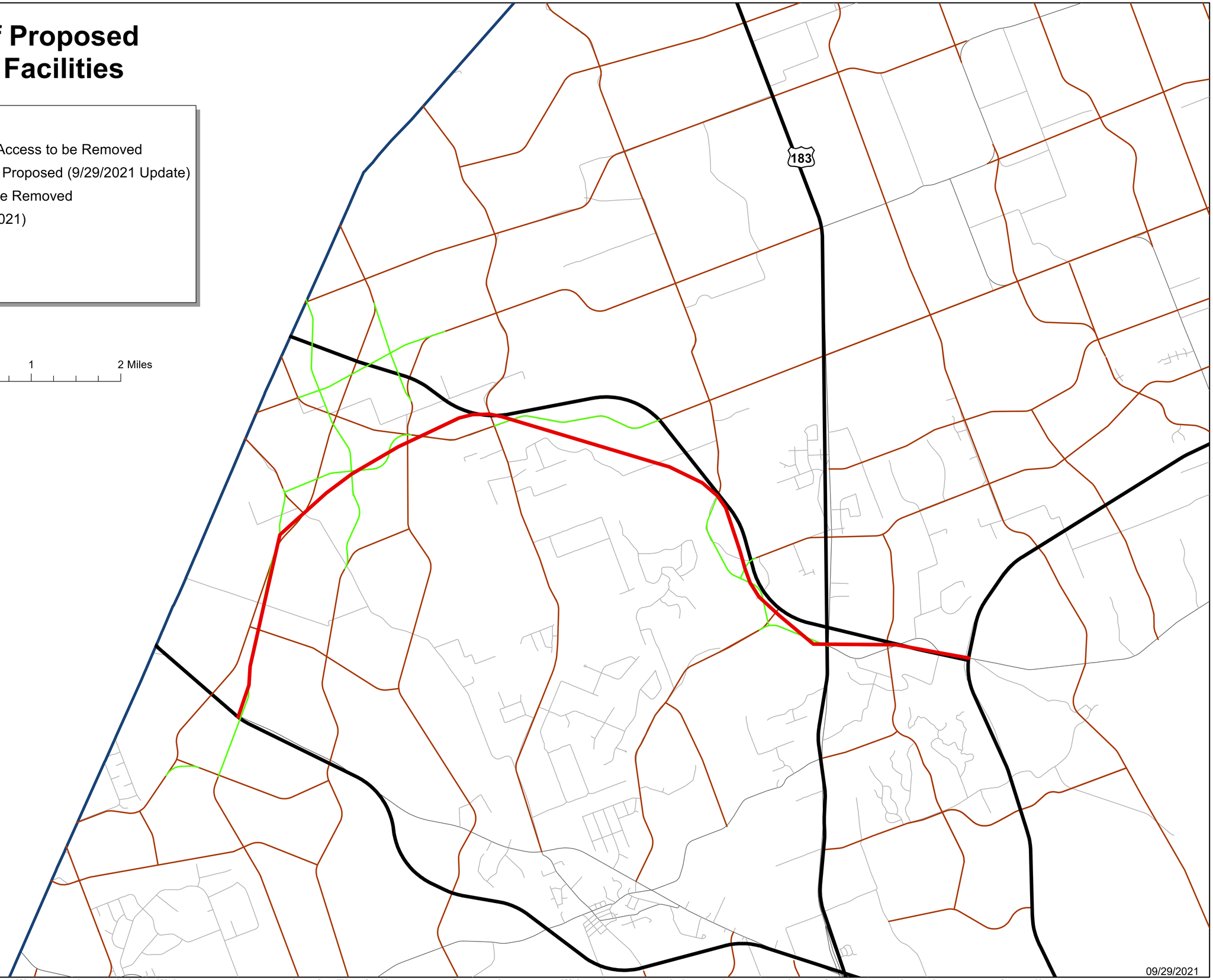
0 0.5 1 2 Miles




09/29/2021

Document Path: \\auaw00\Jobs2\61272_WilcoDesign&PlanGEC\Techprod\GIS\MXD\EXHIBIT\Long Range Transportation Plan\2021-09-29 - LRTP_ControlledAccess_Arterials.mxd

**Note: The location of controlled access facilities and arterial facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.**

**Commissioners Court - Regular Session** **47.**

**Meeting Date:** 10/05/2021

3866 Forest North Ph 3 - Change Order No. 7

**Submitted By:** Mayra Ramos, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 7 in the amount of $30,341.85 for 3866 Forest North Phase 3 (DeNucci Constructors), a Road Bond project in Commissioner Pct. 1 P:225 Funding Source: Road Bond.

### Background

This Change Order adds an item to compensate the Contractor for a portion of the reconstruction cost of Queensland Drive. Queensland Drive required reconstruction due in part to the condition of the existing roadway and the impact of the Contractor's equipment entering and exiting their staging area located along the roadway.

The County portion is approximately 57.3% of the total cost of the $52,994.70 submitted by the Contractor. The cost includes the reconstruction of Queensland Drive and the removal and replacement of the sidewalk along the roadway. The sidewalk was damaged at the Contractor's driveway into the staging area, but the Contractor removed and replaced other existing damaged sidewalks on either side of the driveway. Queensland Drive is the primary entrance road to the Forest North Elementary School. The Contractor showed good faith in proceeding with the reconstruction so that it was complete before the start of school and before the negotiation of the payment could be finalized.

## Fiscal Impact

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

## Attachments

3866 Forest North Ph 3 - Change Order No. 7

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 10:06 AM |
| Form Started By: Mayra Ramos | | Started On: 09/29/2021 01:00 PM |
| Final Approval Date: 09/30/2021 | | |

# WILLIAMSON COUNTY, TEXAS
## CHANGE ORDER NUMBER: 7

| | |
|---|---|
| ***Project:*** | ***Forest North Phase III*** |
| ***Roadway:*** | ***Rdwy Improvements*** |
| ***CSJ Number:*** | ***3866*** |

1. CONTRACTOR: **DeNucci Constructors**
2. Change Order Work Limits: Sta. FN Elem. Queensland Drive to Sta. Broadmeade
3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)
4. Reasons: **3F** (3 Max. - In order of importance - Primary first)

5. Describe the work being revised:

**3F: Additional work desired by the County. County Convenience.** This Change Order adds an item to compensate the contractor for a portion of the reconstruction cost of Queensland Drive. Queensland Drive required reconstruction due in part to the condition of the existing roadway and the impact of the Contractor's equipment entering and exiting their staging area adjacent to the roadway.

**See Attached**

7. New or revised plan sheet(s) are attached and numbered: **N/A**
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

*The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.*

THE CONTRACTOR Date 9/28/21

By

Typed/Printed Name Aaron DeNucci

Typed/Printed Title Project Engineer

***The following information must be provided***

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$30,341.85**

**RECOMMENDED FOR EXECUTION:**

Project Manager 9/29/21 Date

N/A
Design Engineer Date

Program Manager 9/29/2021 Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

# WILLIAMSON COUNTY, TEXAS

***CHANGE ORDER NUMBER:*** *7* ***Project #*** *st North Phase III*

**TABLE A:** Force Account Work and Materials Placed into Stock

| | LABOR | HOURLY RATE | | HOURLY RATE |
|---|---|---|---|---|
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**TABLE B:** Contract Items:

| | | | | ORIGINAL + PREVIOUSLY REVISED | | ADD or (DEDUCT) | NEW | | |
|---|---|---|---|---|---|---|---|---|---|
| ITEM | DESCRIPTION | UNIT | UNIT PRICE | QUANTITY | ITEM COST | QUANTITY | QUANTITY | ITEM COST | OVERRUN/ UNDERRUN |
| 340-WC01 | QUEENSLAND DRIVE ROAD AND SIDEWALK RECONSTRUCTION | LS | $30,341.85 | 0.00 | $0.00 | 1.00 | 1.00 | $30,341.85 | $30,341.85 |
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| TOTALS | | | | | $0.00 | | | $30,341.85 | $30,341.85 |

# CHANGE ORDER REASON(S) CODE CHART

| | |
|---|---|
| 1. Design Error or Omission | 1A. Incorrect PS&E<br>1B. Other |
| 2. Differing Site Conditions (unforeseeable) | 2A. Dispute resolution (expense caused by conditions and/or resulting delay)<br>2B. Unavailable material<br>2C. New development (conditions changing after PS&E completed)<br>2D. Environmental remediation<br>2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9)<br>2F. Site conditions altered by an act of nature<br>2G. Unadjusted utility (unforeseeable)<br>2H. Unacquired Right-of-Way (unforeseeable)<br>2I. Additional safety needs (unforeseeable)<br>2J. Other |
| 3. County Convenience | 3A. Dispute resolution (not resulting from error in plans or differing site conditions)<br>3B. Public relations improvement<br>3C. Implementation of a Value Engineering finding<br>3D. Achievement of an early project completion<br>3E. Reduction of future maintenance<br>3F. Additional work desired by the County<br>3G. Compliance requirements of new laws and/or policies<br>3H. Cost savings opportunity discovered during construction<br>3I. Implementation of improved technology or better process<br>3J. Price adjustment on finished work (price reduced in exchange for acceptance)<br>3K. Addition of stock account or material supplied by state provision<br>3L. Revising safety work/measures desired by the County<br>3M. Other |
| 4. Third Party Accommodation | 4A. Failure of a third party to meet commitment<br>4B. Third party requested work<br>4C. Compliance requirements of new laws and/or policies (impacting third party)<br>4D. Other |
| 5. Contractor Convenience | 5A. Contractor exercises option to change the traffic control plan<br>5B. Contractor requested change in the sequence and/or method of work<br>5C. Payment for Partnering workshop<br>5D. Additional safety work/measures desired by the contractor<br>5E. Other |
| 6. Untimely ROW/Utilities | 6A. Right-of-Way not clear (third party responsibility for ROW)<br>6B. Right-of-Way not clear (County responsibility for ROW)<br>6C. Utilities not clear<br>6D. Other |

**Williamson County Road Bond Program**

**Forest North Drainage Phase 3**
**Williamson County Project No. 3866**

**Change Order No. 7**

**Reason for Change**

This Change Order adds an item to compensate the Contractor for a portion of the reconstruction cost of Queensland Drive. Queensland Drive required reconstruction due in part to the condition of the existing roadway and the impact of the Contractor's equipment entering and exiting their staging area located along the roadway.

The County portion is approximately 57% of the total cost of the $52,994.70 submitted by the Contractor. The cost includes the reconstruction of Queensland Drive and the removal and replacement of the sidewalk along the roadway. The sidewalk was damaged at the Contractor's driveway into the staging area, but the Contractor removed and replaced other existing damaged sidewalk on either side of the driveway. Queensland Drive is the primary entrance road to the Forest North Elementary School. The Contractor showed good faith in proceeding with the reconstruction so that they were complete before the start of school and before the negotiation of the payment could be finalized.

The following new items will be added by this Change Order.

| ITEM | DESCRIPTION | QUANTITY | UNIT |
|---|---|---|---|
| 340-WC01 | QUEENSLAND DRIVE ROAD AND SIDEWALK RECONSTRUCTION | 1.00 | LS |

This Change Order results in a net increase of $30,341.85 to the Contract amount, for an adjusted Contract total of $4,911,144.37. The original Contract amount was $4,793,058.15. As a result of this and all Change Orders to-date, $118,086.22 has been added to the Contract, resulting in a 2.46% net increase in the overall Contract cost. No time will be added to the Contract for this Change Order.

**HNTB Corporation**

Lowell D. Choate, P.E.

## Mayra Ramos

**From:** aarond@denucciconstructors.com
**Sent:** Friday, July 30, 2021 9:36 AM
**To:** Lowell Choate; Clayton Weber; Eddie R. Church; 34275_RB_ForestNorthDrainage; Bruce Thurin
**Cc:** Paul DeNucci; Josh Walenta
**Subject:** 3866 Forest North Drainage PH III Queensland Dr Road Failure
**Attachments:** 3866 FN COP 08.pdf; IMG_0546.JPEG; IMG_7505.JPG

Hello,

Attached is the cost breakdown for Queensland Dr. road repair per our meeting on Thursday 7/29. This is turnkey reconstruction of the failed roadway and adjacent sidewalk. I have attached pictures detailing the *existing* roadway section of about 3" of road base and 1.5" of asphalt.

It is important to note that no other section of roadway throughout this entire job has failed.

DeNucci proposes splitting the cost of this work 70/30. Under this breakdown, the county would pay for 70% of the attached cost proposal (.70 x $52,994.70 = $37,096.29) and DeNucci will cover the remaining.

With school around the corner, it is imperative that we prioritize this work. Please review this proposal at your earliest convenience.

Aaron

Aaron J. DeNucci
DeNucci Constructors, LLC
8310-1 Cap Tx Hwy N. Ste 275
Austin, Texas 78731
512-335-0600 office
512-342-0600 fax
512-423-0770 cell
aarond@denucciconstructors.com
www.denucciconstructors.com

## Mayra Ramos

**From:** Clayton Weber
**Sent:** Friday, September 10, 2021 3:21 PM
**To:** 'aarond@denucciconstructors.com'
**Cc:** Josh Walenta; Lowell Choate; Christen Eschberger; Bruce Thurin; Eddie R. Church
**Subject:** RE: 3866 Forest North Drainage PH III Queensland Dr Road Failure

After review and discussion, we agree to your request for the County to pay $30,341.85 for reconstruction of a portion of the roadway and the sidewalk replacement on Queensland Drive. A change order will be drawn up to add this item to the contract. We appreciate your willingness to expedite and complete the work without an agreement for payment so that the roadway would be repaired prior to the start of school. Let me know of any questions.

**Clayton K. Weber, Construction Manager**
**HNTB**
**Tel** (512) 539-9342
**Email** cweber@hntb.com

---

**From:** aarond@denucciconstructors.com <aarond@denucciconstructors.com>
**Sent:** Friday, September 10, 2021 8:19 AM
**To:** Clayton Weber <cweber@HNTB.com>
**Cc:** Josh Walenta <joshw@denucciconstructors.com>; Lowell Choate <lchoate@HNTB.com>
**Subject:** RE: 3866 Forest North Drainage PH III Queensland Dr Road Failure

Any decision on this? Going on one month of us floating this cost now.

Thanks,

Aaron

Aaron J. DeNucci
DeNucci Constructors, LLC
8310-1 Cap Tx Hwy N. Ste 275
Austin, Texas 78731
512-335-0600 office
512-342-0600 fax
512-423-0770 cell
aarond@denucciconstructors.com
www.denucciconstructors.com

> -------- Original Message --------
> Subject: RE: 3866 Forest North Drainage PH III Queensland Dr Road Failure
> From: <aarond@denucciconstructors.com>
> Date: Mon, August 30, 2021 11:42 am
> To: "Clayton Weber" <cweber@HNTB.com>
> Cc: "Josh Walenta" <joshw@denucciconstructors.com>, "Lowell Choate" <lchoate@HNTB.com>
>
> Clayton and Kristen,
>
> Hope all is well. Clayton has asked that I send a note clarifying what we request to be compensated for our extra work completed on Queensland Drive.
>
> I would like to request that the county pay for $30,341.85 (70%) of the agreed cost to repair Queensland Dr. adjacent to Broadmeade (per the agreed deductions made in the preceding email)

We did what needed to be done, and ask that the county please do the same. I have outlined our position and included the dollar breakdown, and the original COP backup in the attached preceding email chain.

Please respond by the end of the month, so this COP be added to our August Pay App. Again, costs like this are not something we can simply float as a company.

Thank you,

Aaron

Aaron J. DeNucci
DeNucci Constructors, LLC
8310-1 Cap Tx Hwy N. Ste 275
Austin, Texas 78731
512-335-0600 office
512-342-0600 fax
512-423-0770 cell
aarond@denucciconstructors.com
www.denucciconstructors.com

-------- Original Message --------
Subject: RE: 3866 Forest North Drainage PH III Queensland Dr Road Failure
From: <aarond@denucciconstructors.com>
Date: Tue, August 17, 2021 11:07 am
To: "Clayton Weber" <cweber@HNTB.com>, "34275_RB_ForestNorthDrainage" <34275_RB_ForestNorthDrainage@HNTB.com>
Cc: "Josh Walenta" <joshw@denucciconstructors.com>, "Christen Eschberger" <ceschberger@HNTB.com>, "Lowell Choate" <lchoate@HNTB.com>, "Eddie R. Church" <erchurch@HNTB.com>, "Bruce Thurin" <bthurin@HNTB.com>

Clayton,

Thanks for your response. I have read the county's position as it relates to the work DeNucci proceeded to complete with the good faith of fair compensation.

Sidewalk - I understand the sidewalks are not constructed to support vehicle traffic. DeNucci damaged 49 SY of sidewalk from our vehicles in front of our construction yard. Consequently, we reconstructed this portion to withstand vehicle traffic, pouring a 7" sidewalk. As for the rest of the sidewalk, it is a main walkway for students and families to access the Forest North Elementary School. The entire reason for this expedited roadway reconstruction was to provide the students, teachers, and all neighborhood stakeholders with a safe and pleasant transportation experience before school started. This made repairing the rest of the failed sidewalk a no brainer for us. I disagree with county's position to not pay for this, and I kindly ask that they revisit this with the intent of the project in mind.

$52,994.70 – ($9,295.00 x .66) = $46,860

Roadway - Of the 200 LF of reconstructed roadway, *15 LF* of that extends into non-county maintenance. Again, I strongly ask that the county revisit their stance on payment here, but at least to include the entire county maintenance portion = 185 LF / 200 LF.

$46,860 x .925 = **$43,345.50**

Finally, DeNucci would like to offer to meet with the county ourselves to plead our case on payment for this work. We do not have room in our company's budget to do work at cost, and surely not for free. While this sum might not seem consequential as it relates to the scope of the entire job, I assure you that with the margins we operate at - it is.

Let me know how you would like to proceed.

aarond@denucciconstructors.com
www.denucciconstructors.com

-------- Original Message --------
Subject: RE: 3866 Forest North Drainage PH III Queensland Dr Road Failure
From: Clayton Weber <cweber@HNTB.com>
Date: Tue, August 10, 2021 1:54 pm
To: "aarond@denucciconstructors.com" <aarond@denucciconstructors.com>, 34275_RB_ForestNorthDrainage <34275_RB_ForestNorthDrainage@HNTB.com>
Cc: Paul DeNucci <paul@denucciconstructors.com>, Josh Walenta <joshw@denucciconstructors.com>, Christen Eschberger <ceschberger@HNTB.com>, Lowell Choate <lchoate@HNTB.com>, "Eddie R. Church" <erchurch@HNTB.com>, Bruce Thurin <bthurin@HNTB.com>

Aaron,
Referring to Section 11 General Conditions of Agreement that provide direction to the Contractor concerning damage to existing facilities, the County agrees to pay for a portion of the proposed repairs on Queensland Drive as follows:

- Proposed cost of $52,994.70
- The County does not agree to pay for the repair of the damaged sidewalk. Sidewalks are not constructed to support vehicle traffic.

  $52,994.70 – $9,295.00 = $43,699.70

- 40 LF of 200 FT total length belonged to the School District, which is 20% of total length. Since this portion was not located on County right of way, this is between DeNucci and RRISD.

  $43,699.70 x 80% = $34,959.76

- The County agrees to pay half of the cost of the repair of the roadway located on County right of way.

  $35,959.76 x 50% = $17,479.88.

Let me know if you have any questions or would like to discuss further.

**Clayton K. Weber, Construction Manager**
**HNTB**
**Tel** (512) 539-9342
**Email** cweber@hntb.com

---

**From:** aarond@denucciconstructors.com <aarond@denucciconstructors.com>
**Sent:** Friday, July 30, 2021 9:36 AM
**To:** Lowell Choate <lchoate@HNTB.com>; Clayton Weber <cweber@HNTB.com>; Eddie R. Church <erchurch@HNTB.com>; 34275_RB_ForestNorthDrainage <34275_RB_ForestNorthDrainage@HNTB.com>; Bruce Thurin <bthurin@HNTB.com>
**Cc:** Paul DeNucci <paul@denucciconstructors.com>; Josh Walenta <joshw@denucciconstructors.com>
**Subject:** 3866 Forest North Drainage PH III Queensland Dr Road Failure

Hello,

Attached is the cost breakdown for Queensland Dr. road repair per our meeting on Thursday 7/29. This is turnkey reconstruction of the failed roadway and adjacent sidewalk. I have attached pictures detailing the *existing* roadway section of about 3" of road base and 1.5" of asphalt.

Aaron

Aaron J. DeNucci
DeNucci Constructors, LLC
8310-1 Cap Tx Hwy N. Ste 275
Austin, Texas 78731
512-335-0600 office
512-342-0600 fax
512-423-0770 cell
aarond@denucciconstructors.com
www.denucciconstructors.com
*This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.*

## Mayra Ramos

**From:** aarond@denucciconstructors.com
**Sent:** Friday, July 30, 2021 9:36 AM
**To:** Lowell Choate; Clayton Weber; Eddie R. Church; 34275_RB_ForestNorthDrainage; Bruce Thurin
**Cc:** Paul DeNucci; Josh Walenta
**Subject:** 3866 Forest North Drainage PH III Queensland Dr Road Failure
**Attachments:** 3866 FN COP 08.pdf; IMG_0546.JPEG; IMG_7505.JPG

Hello,

Attached is the cost breakdown for Queensland Dr. road repair per our meeting on Thursday 7/29. This is turnkey reconstruction of the failed roadway and adjacent sidewalk. I have attached pictures detailing the *existing* roadway section of about 3" of road base and 1.5" of asphalt.

It is important to note that no other section of roadway throughout this entire job has failed.

DeNucci proposes splitting the cost of this work 70/30. Under this breakdown, the county would pay for 70% of the attached cost proposal (.70 x $52,994.70 = $37,096.29) and DeNucci will cover the remaining.

With school around the corner, it is imperative that we prioritize this work. Please review this proposal at your earliest convenience.

Aaron

Aaron J. DeNucci
DeNucci Constructors, LLC
8310-1 Cap Tx Hwy N. Ste 275
Austin, Texas 78731
512-335-0600 office
512-342-0600 fax
512-423-0770 cell
aarond@denucciconstructors.com
www.denucciconstructors.com

# CHANGE ORDER PROPOSAL

Contractor: DeNucci Constructors, LLC.

Project Name: 3866 Forest North Drainage Ph III

Change Order Proposal Number: 8 Date: 7/29/2021

Description: Queensland Dr. reconstruction. 200 LF x 25 LF roadway dimensions. Excavation of existing roadway section of 1.5" asphalt + 3" roadbase. Install new roadway section of 9" TY B + 2" TY D HMAC. Demo and reconstruction of 183 LF of 7' sidewalk

**Labor:**

| Position | Quantity | RT Hrs | OT Hrs | | RT Rate | OT Rate | Total |
|---|---|---|---|---|---|---|---|
| | 0 | | | | $0.00 | $0.00 | $0.00 |
| | 0 | | | | $0.00 | $0.00 | $0.00 |
| | 0 | | | | $0.00 | $0.00 | $0.00 |
| | 0 | | | | $0.00 | $0.00 | $0.00 |
| | 0 | | | | $0.00 | $0.00 | $0.00 |
| | 0 | | | | $0.00 | $0.00 | $0.00 |
| | 0 | | | | $0.00 | $0.00 | $0.00 |
| | 0 | | | | $0.00 | $0.00 | $0.00 |
| | 0 | | | | $0.00 | $0.00 | $0.00 |
| | | | | | | Subtotal | $0.00 |

**Material**

| Description | Quantity | | Unit | | Rate | Total |
|---|---|---|---|---|---|---|
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | Subtotal | $0.00 |

**Subcontractors/Vendors:**

| Description | Total |
|---|---|
| | |
| | |
| Subtotal | $0.00 |

**Unit Pricing**

| Description | Quantity | | Unit | | Price | Total |
|---|---|---|---|---|---|---|
| 2" HMAC TY-D | 555 | | SY | | $30.00 | $16,650.00 |
| HMAC TY-B | 275 | | TN | | $92.00 | $25,300.00 |
| CONC SIDEWALK | 143 | | SY | | $65.00 | $9,295.00 |
| EXCAVATION | 175 | | CY | | $7.00 | $1,225.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | Subtotal | $52,470.00 |

**Equipment:**

| Description | Quantity | | Unit | Operating Cost/Day | FHWA Rate | Total |
|---|---|---|---|---|---|---|
| | 0 | | HR | | $0.00 | $0.00 |
| | 0 | | HR | | $0.00 | $0.00 |
| | 0 | | HR | | $0.00 | $0.00 |
| | 0 | | HR | | $0.00 | $0.00 |
| | 0 | | HR | | $0.00 | $0.00 |
| | | | | | | $0.00 |
| | | | | | Subtotal | $0.00 |

| | | |
|---|---|---|
| Labor | | $0.00 |
| Labor Burden | 55% | $0.00 |
| Labor P & O | 25% | $0.00 |
| Material | | $0.00 |
| Material P & O | 25% | $0.00 |
| Subcontractor | | $0.00 |
| Subcontractor P & O | 25% | $0.00 |
| Bid Item | | $52,470.00 |
| Equipment | | $0.00 |
| Bond | 1% | $524.70 |
| **TOTAL** | | $52,994.70 |

**Additional days requested: 5**

**Commissioners Court - Regular Session** **48.**

**Meeting Date:** 10/05/2021

3866 Forest North Ph 3 - Change Order No. 8

**Submitted By:** Mayra Ramos, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 8 in the amount of $9,733.37 for 3866 Forest North Phase 3 (DeNucci Constructors), a Road Bond project in Commissioner Pct. 1 P:225 Funding Source: Road Bond.

### Background

This Change Order adds a new item to compensate the Contractor for milling and paving the full length and width of Newberry Drive, in lieu of patching only the storm sewer pipe and water line trenches.

The water line relocation and storm sewer pipe installation left separate trenches in the roadway. The repair of the pavement over these trenches would have patched approximately half the area of the roadway. The remaining existing pavement was old and deteriorated. The cost of this change order pays the difference in cost between patching the trenches and milling the old pavement and repaving the entire length and width of the Newberry Drive from Parkland Drive to Springvale Drive, which is approximately 1,200 linear feet long. The Cut and restore pavement item for the City of Austin water lines is subsidiary to the water line. The City portion of the milling and paving is included in the original bid item cost. As a result, there are no changes to the City of Austin bid items

## Fiscal Impact

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

## Attachments

3866 Forest North Ph 3 - Change Order No. 8

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 10:07 AM |
| Form Started By: Mayra Ramos | | Started On: 09/29/2021 01:02 PM |
| Final Approval Date: 09/30/2021 | | |

# WILLIAMSON COUNTY, TEXAS
## CHANGE ORDER NUMBER: 8

| | |
|---|---|
| ***Project:*** | ***Forest North Phase III*** |
| ***Roadway:*** | ***Rdwy Improvements*** |
| ***CSJ Number:*** | ***3866*** |

1. CONTRACTOR: **DeNucci Constructors**
2. Change Order Work Limits: Sta. Newberry Drive from Parkland Dr to Sta. Springvale Dr.
3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)
4. Reasons: **3F** (3 Max. - In order of importance - Primary first)
5. Describe the work being revised:

**3F: Additional work desired by the County. County Convenience.** This Change Order adds a new item to compensate the Contractor to mill and overlay Newberry Drive in lieu of patching the trenches for the waterline and storm sewer pipe ditchlines..

**See Attached**

7. New or revised plan sheet(s) are attached and numbered: **N/A**
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

*The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.*

THE CONTRACTOR Date 9/28/21

By

Typed/Printed Name Aaron DeNucci

Typed/Printed Title Project Engineer

***The following information must be provided***

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$9,733.37**

**RECOMMENDED FOR EXECUTION:**

9/29/21
Project Manager Date

N/A
Design Engineer Date

9/29/2021
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

# WILLIAMSON COUNTY, TEXAS

***CHANGE ORDER NUMBER:*** *8* ***Project #*** *st North Phase III*

**TABLE A:** Force Account Work and Materials Placed into Stock

| | LABOR | HOURLY RATE | | | HOURLY RATE |
|---|---|---|---|---|---|
| | | | | | |
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**TABLE B:** Contract Items:

| | | | | ORIGINAL + PREVIOUSLY REVISED | | ADD or (DEDUCT) | NEW | | |
|---|---|---|---|---|---|---|---|---|---|
| ITEM | DESCRIPTION | UNIT | UNIT PRICE | QUANTITY | ITEM COST | QUANTITY | QUANTITY | ITEM COST | OVERRUN/ UNDERRUN |
| 340-WC02 | NEWBERRY DRIVE MILLING AND PAVING | LS | $95,158.37 | 0.00 | $0.00 | 1.00 | 1.00 | $95,158.37 | $95,158.37 |
| 400-6006 | CUT & RESTORE PAVEMENT | SY | $85.00 | 1,504.00 | $127,840.00 | (1,005.00) | 499.00 | $42,415.00 | ($85,425.00) |
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| TOTALS | | | | | $127,840.00 | | | $137,573.37 | $9,733.37 |

# CHANGE ORDER REASON(S) CODE CHART

| | |
|---|---|
| 1. Design Error or Omission | 1A. Incorrect PS&E<br>1B. Other |
| 2. Differing Site Conditions (unforeseeable) | 2A. Dispute resolution (expense caused by conditions and/or resulting delay)<br>2B. Unavailable material<br>2C. New development (conditions changing after PS&E completed)<br>2D. Environmental remediation<br>2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9)<br>2F. Site conditions altered by an act of nature<br>2G. Unadjusted utility (unforeseeable)<br>2H. Unacquired Right-of-Way (unforeseeable)<br>2I. Additional safety needs (unforeseeable)<br>2J. Other |
| 3. County Convenience | 3A. Dispute resolution (not resulting from error in plans or differing site conditions)<br>3B. Public relations improvement<br>3C. Implementation of a Value Engineering finding<br>3D. Achievement of an early project completion<br>3E. Reduction of future maintenance<br>3F. Additional work desired by the County<br>3G. Compliance requirements of new laws and/or policies<br>3H. Cost savings opportunity discovered during construction<br>3I. Implementation of improved technology or better process<br>3J. Price adjustment on finished work (price reduced in exchange for acceptance)<br>3K. Addition of stock account or material supplied by state provision<br>3L. Revising safety work/measures desired by the County<br>3M. Other |
| 4. Third Party Accommodation | 4A. Failure of a third party to meet commitment<br>4B. Third party requested work<br>4C. Compliance requirements of new laws and/or policies (impacting third party)<br>4D. Other |
| 5. Contractor Convenience | 5A. Contractor exercises option to change the traffic control plan<br>5B. Contractor requested change in the sequence and/or method of work<br>5C. Payment for Partnering workshop<br>5D. Additional safety work/measures desired by the contractor<br>5E. Other |
| 6. Untimely ROW/Utilities | 6A. Right-of-Way not clear (third party responsibility for ROW)<br>6B. Right-of-Way not clear (County responsibility for ROW)<br>6C. Utilities not clear<br>6D. Other |

**Williamson County Road Bond Program**

**Forest North Drainage Phase 3**
**Williamson County Project No. 3866**

**Change Order No. 8**

**Reason for Change**

This Change Order adds a new item to compensate the Contractor for milling and paving the full length and width of Newberry Drive, in lieu of patching only the storm sewer pipe and water line trenches.

The water line relocation and storm sewer pipe installation left separate trenches in the roadway. The repair of the pavement over these trenches would have patched approximately half the area of the roadway. The remaining existing pavement was old and deteriorated. The cost of this change order pays the difference in cost between patching the trenches and milling the old pavement and repaving the entire length and width of the Newberry Drive from Parkland Drive to Springvale Drive, which is approximately 1,200 linear feet long. The Cut and restore pavement item for the City of Austin water lines is subsidiary to the water line. The City portion of the milling and paving is included in the original bid item cost. As a result, there are no changes to the City of Austin bid items

The following new items will be added by this Change Order.

| ITEM | DESCRIPTION | QUANTITY | UNIT |
|---|---|---|---|
| 340-WC02 | NEWBERRY DRIVE MILLING AND PAVING | 1.00 | LS |

This Change Order results in a net increase of $9,733.37 to the Contract amount, for an adjusted Contract total of $4,920,877.74. The original Contract amount was $4,793,058.15. As a result of this and all Change Orders to-date, $127,819.59 has been added to the Contract, resulting in a 2.67% net increase in the overall Contract cost. No time will be added to the Contract for this Change Order.

**HNTB Corporation**

Lowell D. Choate, P.E.

# CHANGE ORDER PROPOSAL

Contractor: DeNucci Constructors, LLC.

Project Name: 3866 Forest North Drainage Ph III

Change Order Proposal Number: 9 Date: 8/20/2021

Description: New scope of work: 3" mill and overlay of Newberry Dr. Existing items to not be billed: ITEM #10 (722) SY CUT & RESTORING PAV. Existing items already billed to be credited back: 5% of ITEM #80 PIPE 8" DI CL 350 for subsidary WL patching.

**Labor:**

| Position | Quantity | RT Hrs | OT Hrs | | RT Rate | OT Rate | Total |
|---|---|---|---|---|---|---|---|
| | 0 | | | | $0.00 | $0.00 | $0.00 |
| | 0 | | | | $0.00 | $0.00 | $0.00 |
| | 0 | | | | $0.00 | $0.00 | $0.00 |
| | 0 | | | | $0.00 | $0.00 | $0.00 |
| | 0 | | | | $0.00 | $0.00 | $0.00 |
| | 0 | | | | $0.00 | $0.00 | $0.00 |
| | 0 | | | | $0.00 | $0.00 | $0.00 |
| | 0 | | | | $0.00 | $0.00 | $0.00 |
| | 0 | | | | $0.00 | $0.00 | $0.00 |
| | | | | | | Subtotal | $0.00 |

**Material**

| Description | Quantity | | Unit | | Rate | Total |
|---|---|---|---|---|---|---|
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | Subtotal | $0.00 |

**Subcontractors/Vendors:**

| Description | Total |
|---|---|
| | |
| | |
| Subtotal | $0.00 |

**Unit Pricing**

| Description | Quantity | | Unit | | Price | Total |
|---|---|---|---|---|---|---|
| 3" mill and overlay | 3300 | | SY | | $30.42 | $100,386.00 |
| (credit) Pipe, 8" Diameter, DI CL 350 | -1331 | | SY | | $4.00 | ($5,324.00) |
| (Zone plan quantity, NB street portion to be omitted) Cut & Restoring Pav | -1005 | | SY | | $85.00 | ($85,425.00) |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | Subtotal | $9,637.00 |

95062.00 − 85425.00 = 9637.00 CW

**Equipment:**

| Description | Quantity | | Unit | Operating Cost/Day | FHWA Rate | Total |
|---|---|---|---|---|---|---|
| | 0 | | HR | | $0.00 | $0.00 |
| | 0 | | HR | | $0.00 | $0.00 |
| | 0 | | HR | | $0.00 | $0.00 |
| | 0 | | HR | | $0.00 | $0.00 |
| | 0 | | HR | | $0.00 | $0.00 |
| | | | | | | $0.00 |
| | | | | | Subtotal | $0.00 |

100,386.00 − 5324.00 = 95062.00

NO change in City of Austin payments CW

| | | |
|---|---|---|
| Labor | | $0.00 |
| Labor Burden | 55% | $0.00 |
| Labor P & O | 25% | $0.00 |
| Material | | $0.00 |
| Material P & O | 25% | $0.00 |
| Subcontractor | | $0.00 |
| Subcontractor P & O | 25% | $0.00 |
| Bid Item | | $9,637.00 |
| Equipment | | $0.00 |
| Bond | 1% | $96.37 |
| **TOTAL** | | $9,733.37 |

**Additional days requested:** 3

**Commissioners Court - Regular Session** **49.**

**Meeting Date:** 10/05/2021

Corridor H (Sam Bass) KFA Contract Amendment No. 4

**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. 4 to the Corridor H (Sam Bass Road) contract between Williamson County and K Friese & Associates, Inc. relating to the 2019 Road Bond Program. Project: P462. Fund Source: Road Bonds.

### Background

KFA contract amendment No. 4 increases the contract cap by $27,800.00 from $2,060,000.00 to $2,087,800.00. It also amends the Exhibit D - Rate Schedule to add new labor rates for Freese & Nichols, Inc. (FNI) to provide Dam 13A stability analysis, to be authorized through Work Authorization #2 Supplemental #4.

## Fiscal Impact

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

## Attachments

CorridorH(SamBass)-KFA-ContractAmendment4

CorridorH(SamBass)-KFA-WA2Supp4

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 11:01 AM |
| Form Started By: Marie Walters | | Started On: 09/30/2021 09:59 AM |
| Final Approval Date: 09/30/2021 | | |

# CONTRACT AMENDMENT NO. 4
# TO
# WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

**WILLIAMSON COUNTY ROAD BOND PROJECT:**
**CORRIDOR H – SAM BASS ROAD ("Project")**

THIS CONTRACT AMENDMENT NO. 4 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 K FRIESE + ASSOCIATES, 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 March 13, 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 "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $2,060,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $2,060,000.00 to $2,087,800.00.

II. 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

Thomas M. Owens, P.E.
Printed Name

Executive Vice President
Title

29 SEP 21
Date

**COUNTY:**

By: _____
Signature

Bill Gravell Jr.
Printed Name

County Judge
Title

_____
Date

9/29/2021

**EXHIBIT D – RATE SCHEDULE**
**TRANSPORTATION CORRIDOR H**
**K FRIESE & ASSOCIATES, INC.**

## K Friese & Associates

| | |
|---|---|
| Principal…….. | $250.00 |
| Sr. Roadway Engineer…….…… | $230.00 |
| QA/QC Engineer……. | $190.00 |
| Sr. Drainage Engineer……. | $187.50 |
| Sr. Project Manager……. | $165.00 |
| Project Engineer…….. | $125.00 |
| Engineer In Training…… | $100.00 |
| CADD Technician…… | $ 90.00 |
| Admin/Clerical……. | $ 75.00 |

## Cox/McLain & Associates

| | |
|---|---|
| Senior Environmental Scientist II..…… | $150.00 |
| Senior Environmental Scientist I…….. | $130.00 |
| Environmental Professional II…….. | $110.00 |
| Environmental Professional I…… | $ 95.00 |
| Environmental Staff III……. | $ 85.00 |
| Environmental Staff II…….. | $ 75.00 |
| Environmental Staff I…… | $ 65.00 |
| Environmental Technician II…… | $ 55.00 |
| Environmental Technician I……. | $ 45.00 |

Direct Expenses

| | |
|---|---|
| 8 ½” x 11” b/w Paper Copies…… | $ 0.16/each |
| 11” x 17” b/w Paper Copies……. | $ 0.32/each |
| 8 ½” x 11” color Paper Copies……. | $ 0.75/each |
| 11” x 17” color Paper Copies…… | $ 1.50/each |
| Plots (B/W on Bond)……. | $ 0.75/each |
| Plots (Color on Bond)……. | $ 1.75/each |
| Hazardous Materials Database Search……. | $550.00/each |

Approved 3/13/2017

**EXHIBIT D – RATE SCHEDULE**
**TRANSPORTATION CORRIDOR H**
**K FRIESE & ASSOCIATES, INC.**

**WSP Parsons Brinkerhoff**

| | |
|---|---|
| Principal in Charge | $255.05 |
| Project Manager | $185.32 |
| Senior Structural Engineer | $180.47 |
| Senior Supervising Traffic Engineer | $220.83 |
| Lead Traffic Engineer | $146.77 |
| Senior CADD Tech | $118.70 |
| Project Engineer | $112.73 |
| EIT | $102.77 |
| Project Accountant | $ 97.80 |

Direct Expenses

| | |
|---|---|
| Photocopies B/W (8 ½" x 11") | $ 0.10/each |
| Photocopies B/W (11"x17") | $ 0.15/each |
| Photocopies Color (8 ½"x11") | $ 0.65/each |
| Plots (B/W on Bond) | $ 0.75/SF |
| Plots (Color on Bond) | $ 1.75/SF |

**Surveying and Mapping, Inc.**

| | |
|---|---|
| Project Manager | $135.00 |
| Senior Survey Technician | $ 96.00 |
| Survey Technician | $ 88.00 |
| Admin/Clerical | $ 70.00 |
| Two Person Survey Crew | $130.00 |
| Three Person Survey Crew | $160.00 |
| Project Coordinator – Aerial Mapping | $130.00 |
| Certified Photogrammetrist | $120.00 |
| Analytical Triangulation Specialist | $ 95.00 |
| Aerial Mapping Technician | $ 95.00 |
| Orthophoto Specialist | $ 95.00 |
| Mapping Editor | $ 90.00 |
| Aerial Office Technician | $ 80.00 |
| Project Coordinator – HAL | $130.00 |
| HAL Processing Technician | $110.00 |
| Helicopter Flight Crew Rotary Wing Aircraft | $195.00 |

Direct Expenses

| | |
|---|---|
| In-house Photocopies B/W (8 1/2" X 11") | $ 0.16/page |
| In-house Photocopies Color (8 1/2" X 11") | $ 0.75/page |
| In-house Photocopies B/W (11" X 17") | $ 0.32/page |
| In-house Photocopies Color (11" X 17") | $ 1.50/page |

Approved 3/13/2017

**EXHIBIT D – RATE SCHEDULE**
**TRANSPORTATION CORRIDOR H**
**K FRIESE & ASSOCIATES, INC.**

| | |
|---|---|
| In-house Plots (B/W on Bond)…… | $ 0.75/sf |
| In-house Plots (Color on Bond)…… | $ 1.75/sf |
| In-house Large Format Plotting…… | $ 2.50/sf |
| In-house Mounting of Large Exhibits…… | $ 10.00/sf |
| In-house Traffic Control…… | $1,500.00/day |
| GPS Receiver…… | $ 25.00/hour |
| Terrestrial Laser Scanner…….. | $ 80.00/hour |
| LiDAR Workstation…….. | $ 25.00/hour |
| Helicopter Airborne Lidar…… | $1,650.00/hour |
| Digital Imagery Processing…… | $ 20.00/each |
| LiDAR Mobile Mapping System…… | $6,000.00/day |
| Aerial Photography Flight Crew | |
| Fixed Wing Aircraft…….. | $ 180.00/hour |
| LiDAR Flight Crew Fixed Wing Aircraft | |
| (Includes Pilot and LiDAR Operator)……... | $ 192.00/hour |
| AP Transit Miles…… | $ 5.90/mile |
| AP Project Flight Miles…… | $ 20.00/mile |
| AP ABGPS Processing…….. | $2,250.00/project |
| FWAL Transit Miles…… | $ 6.00/mile |
| FWAL Project Flight Miles…….. | $ 20.00/mile |
| Aerial LiDAR System…….. | $6,500.00/day |
| B&W processing (film, development, scanning)….. | $ 16.00/each |
| CIR processing (film, development, scanning)……. | $ 23.00/each |
| Color processing (film, development, scanning)….. | $ 26.00/each |
| Digital Image Processing…….. | $ 20.00/each |

**<u>Concept Development & Planning, Inc.</u>**

| | |
|---|---|
| Principal…… | $165.00 |
| Project Manager…… | $130.00 |
| Senior Media Specialist…… | $115.00 |
| Senior Public Involvement Specialist…… | $115.00 |
| Public Involvement Specialist…… | $100.00 |
| Senior Graphic Design and Web Developer…….. | $ 90.00 |
| Graphic Design and Web Developer…… | $ 65.00 |
| Junior Public Involvement Specialist…… | $ 65.00 |
| Admin/Clerical…….. | $ 50.00 |

<u>Direct Expenses</u>

| | |
|---|---|
| Photocopies B/W (11” x 17”)…… | $ 0.20/each |
| Photocopies B/W (8 ½”” x 11”)…… | $ 0.10/each |
| Photocopies Color (11” x 17”)…… | $ 0.80/each |
| Photocopies Color (8 ½” x 11”)…… | $ 0.40/each |

Approved 3/13/2017

**EXHIBIT D – RATE SCHEDULE**
**TRANSPORTATION CORRIDOR H**
**K FRIESE & ASSOCIATES, INC.**

**Arias Geoprofessionals, Inc.**

| | |
|---|---|
| Senior Geotechnical Engineer | $135.00 |
| Project Engineer | $ 95.00 |
| Field Coordinator | $ 85.00 |
| Logger | $ 65.00 |
| Drafting | $ 65.00 |
| Admin/Clerical | $ 55.00 |

Direct Expenses

| | |
|---|---|
| Drill Rig Mobilization | $425.00/each |
| Drilling and Sampling | $ 19.00/linear foot |
| Backfill Boreholes | $ 5.00/linear foot |
| Traffic Control | $1,800.00/day |
| Lab Testing (Moisture Content) | $ 10.00/each |
| Lab Testing (Atterberg Limits) | $ 65.00/each |
| Lab Testing (Grain Size Analysis) | $ 65.00/each |
| Lab Testing (Unconfined Compressive Strength) | $ 55.00/each |
| Lab Testing (Soluble Sulfates) | $ 45.00/each |

Approved 3/13/2017

**EXHIBIT D – RATE SCHEDULE**
**TRANSPORTATION CORRIDOR H**
**K FRIESE & ASSOCIATES, INC.**

**Freese and Nichols, Inc.**

Labor Rates

| | |
|---|---|
| GIS Analyst (Professional 1)…….…….. | $113.00 |
| Engineer-in-Training (Professional 2)……..…… | $137.00 |
| Design Engineer (Professional 3)……..… | $156.00 |
| Geologist (Professional 3)…… | $156.00 |
| Lead Engineer (Professional 4)…… | $178.00 |
| Project Manager (Professional 4)…….…… | $178.00 |
| Senior Advisor (Professional 5)…… | $209.00 |
| Quality Control (Professional 5)……..…… | $209.00 |
| Senior Engineer (Professional 6)…….. | $240.00 |
| Quality Assurance (Professional 6)…….. | $240.00 |
| Construction Manager 1…….……. | $91.00 |
| Construction Manager 2…….……. | $117.00 |
| Construction Manager 3…….……. | $138.00 |
| Construction Manager 4…….……. | $173.00 |
| CAD Technician/Designer 1…..……. | $96.00 |
| CAD Technician/Designer 2…..……. | $126.00 |
| CAD Technician/Designer 3…..……. | $153.00 |
| Corporate Project Support 1…..…….. | $92.00 |
| Corporate Project Support 2…..…….. | $111.00 |
| Corporate Project Support 3…..…….. | $148.00 |
| Intern/Coop……..…….…….. | $57.00 |

Direct Expenses - Bulk Printing & Reproduction

| | |
|---|---|
| Small Format (B&W)…….... | $0.10/copy |
| Small Format (Color)…….... | $0.25/copy |
| Large Format Bond (B&W)…… | $0.25/SF |
| Large Format Bond (Color)…… | $0.75/SF |
| Large Format Glossy/Mylar (B&W)…… | $0.75/SF |
| Large Format Glossy/Mylar (Color)…… | $1.25/SF |
| Large Format Vinyl/Adhesive (B&W)…….…… | $1.50/SF |
| Large Format Vinyl/Adhesive (Color)…….…… | $2.00/SF |
| Mounting…….……..…… | $2.00/SF |
| Binding…….……..…… | $0.25/EA |

New proposed to be added

**SUPPLEMENTAL WORK AUTHORIZATION NO. 4**
**TO**
**WORK AUTHORIZATION NO. 2**

**WILLIAMSON COUNTY LONG RANGE TRANSPORTATION CORRIDOR PROJECT:**
**CORRIDOR H – SAM BASS ROAD**

This Supplemental Work Authorization No. 4 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 13, 2017 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and K FRIESE + ASSOCIATES, INC. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective February 19, 2019 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of 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 Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).

II. The Work Authorization shall terminate on June 30, 2022. The Services to be Provided by the Engineer 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).

III. The maximum amount payable for services under the Work Authorization is hereby increased from $898,755.93 to $926,555.93. The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).

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 Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

**ENGINEER:**

By: _____
Signature

Thomas M. Owens, P.E.
Printed Name

Executive Vice President
Title

29 SEP 21
Date

**COUNTY:**

By: _____
Signature

Bill Gravell, Jr.
Printed Name

County Judge
Title

_____
Date

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

9/29/2021

# ATTACHMENT B
# SERVICES TO BE PROVIDED BY THE ENGINEER
# DESIGN SERVICES FOR TRANSPORTATION CORRIDOR H – SAM BASS ROAD

## PROJECT DESCRIPTION

This Supplemental Work Authorization adds the following items to the previously contracted scope of work.

Given the vicinity of the proposed roadway improvements to the existing toe of the Upper Brushy Creek Dam 13A, which is owned by the Upper Brushy Creek WCID (District), the District has requested that the slope stability of the dam embankment be evaluated per TAC 299.16.

1. Upper Brushy Creek Dam 13A Stability Analysis

   a. Task 1 – Research of Existing Dam Information and Development of Parameters

      Review existing plans and engineering documents for Dam 13A and develop the following:

      i. Cross-section geometry for the dam section at project Station 276+00 (near Dam Station 40+00) from the 90% plans. Cross-section geometry will be based on 1960 as-built drawings, plans from the 2005 dam modernization, and details from the proposed roadway improvements.

      ii. Material types and engineering properties (seepage and strength) for the dam embankment and underlying soil and rock. Soil type and seepage and strength properties will be estimated based on material descriptions from the 1960 as-built drawings, the 2004 NRCS Soil Mechanic Report, plans from the 2005 dam modernization, and Kleinfelder's 2011 Geotechnical Study Report. With limited soil testing information near Dam Station 40+00, material properties will be estimated based on lab testing data from other areas of the embankment. Shear strength parameters for the materials encountered will be determined based on shear strength data used in previous investigations, published correlations, and engineering judgment.

   b. Task 2 – Engineering Analysis

      A. Perform seepage and slope stability analysis for steady-state seepage condition at one roadway cut cross-section (near Sta. 276+00) using following water levels:

      1. Normal pool
      2. Top of the auxiliary spillway
      3. Top of dam (top of parapet wall)

Analyses will be performed for the current/existing condition and for the proposed condition. The analysis will also account for a temporary construction condition to be evaluated at normal pool and top of auxiliary spillway water levels. Analyses will only be for the downstream slope of the dam since the upstream slope will not be impacted by the proposed road improvements. Evaluation of the local stability of the wall is not included in this scope. Evaluation of the excavation stability for the storm sewer or detention pond walls are not included in this scope.

B. For the critical water condition identified in Section A above, perform seepage and stability analysis for a "during-construction" case considering the temporary excavation for the storm sewer.

C. Perform seepage analyses for a section including the detention pond (near Station 275+00) and perform checks on seepage exit gradients.

D. Review the Ultimate Schematic Roll Plots (dated 6/20/2019) and consider the ultimate build-out. Identify any concerns or future activities that should be restricted/require re-permitting (i.e., do not add ditches along the dam in future phases of build out, underground utility installations, etc).

E. In the interest of time, the previous tasks A-D can be performed using the Interim Review 90% Submittal drawings, dated August 16, 2021. Once updated, FNI will review the updated plans to confirm no changes to the grade, planned storm sewer system or shared use path (SUP) have been made from the previous plans that would impact the seepage and stability analysis.

c. Task 3 – Memorandum

A. Prepare a Geotechnical Memorandum that documents the following:

i. Discussion of developed embankment cross-section and assumptions made based on existing data.

ii. Discussion of subsurface conditions and soil properties developed from existing data.

iii. Seepage and slope stability analysis for steady-state seepage condition at normal pool and top-of-wall water levels for current/existing conditions, for the proposed changed condition, for the temporary condition, and at the detention pond.

iv. Discussion of proposed ultimate build-out.

B. Submit a draft Geotechnical Memorandum to the County, the District, and TCEQ for review. Revise Geotechnical Memorandum based on comments, if needed, and submit final Geotechnical Memorandum to the County, the District, and TCEQ.

DELIVERABLES

- Draft Geotechnical Memorandum
- Final Geotechnical Memorandum

Exclusions

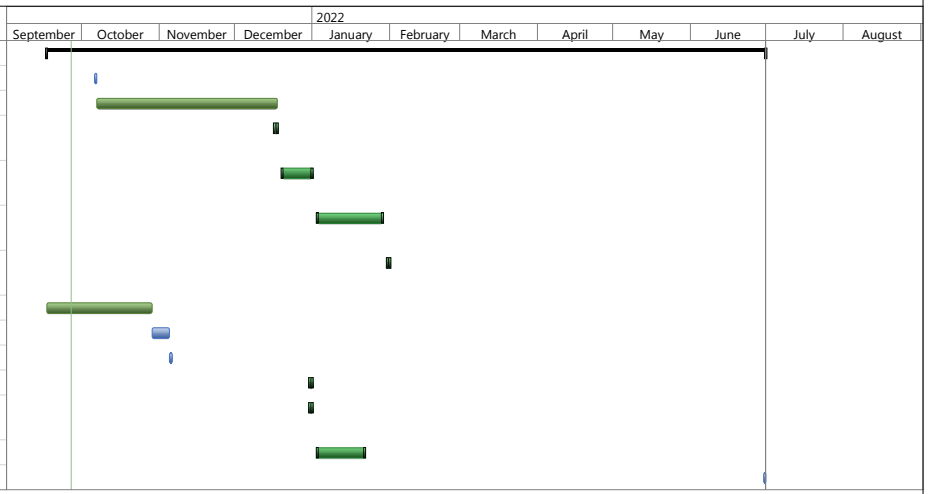
The following additional services are not included in the Basic Services described above and will require a supplemental work authorization and additional compensation:

A. Field Exploration

B. Laboratory Testing

**WILLIAMSON COUNTY**
**TRANSPORTATION CORRIDOR H**
**SWA#2 to WA#2 ATTACHMENT C - WORK SCHEDULE**

| ID | Task Name | Duration | Start | Finish | Predecessors |
|---|---|---|---|---|---|
| 1 | **Corridor H (Sam Bass Road) -SWA #3** | **202 days** | **Fri 9/17/21** | **Thu 6/30/22** | |
| 2 | Notice to Proceed (NTP) | 1 day | Wed 10/6/21 | Wed 10/6/21 | |
| 3 | Dam Stability Analysis | 50 days | Thu 10/7/21 | Fri 12/17/21 | 2 |
| 4 | Dam Stability - Submit Draft Geotechnical Memorandum | 1 day | Fri 12/17/21 | Fri 12/17/21 | 3FF |
| 5 | Dam Stability - County/GEC, UBWCID, TCEQ Review | 10 days | Mon 12/20/21 | Fri 12/31/21 | 4 |
| 6 | Dam Stability - Prepare Final Geotechnical Memorandum | 20 days | Mon 1/3/22 | Fri 1/28/22 | 5 |
| 7 | Dam Stability - Submit Final Geotechnical Memorandum | 1 day | Mon 1/31/22 | Mon 1/31/22 | 6 |
| 8 | 100% Roadway Design | 30 days | Fri 9/17/21 | Thu 10/28/21 | |
| 9 | 100% QA/QC | 5 days | Fri 10/29/21 | Thu 11/4/21 | 8 |
| 10 | 100% Preliminary PS&E Submittal | 1 day | Fri 11/5/21 | Fri 11/5/21 | 9 |
| 11 | 100% Ross Road UTM Waterline Design (CORR) | 1 day | Fri 12/31/21 | Fri 12/31/21 | |
| 12 | 100% Utility Relocation Plans Complete (by others) | 1 day | Fri 12/31/21 | Fri 12/31/21 | |
| 13 | 100% Final (Sealed) PS&E Submittal | 15 days | Mon 1/3/22 | Fri 1/21/22 | 12,11 |
| 14 | **Work Authorization Termination Date** | **1 day** | **Thu 6/30/22** | **Thu 6/30/22** | |



Attachment D - Fee Schedule
Transportation Corridor H
K Friese Associates, Inc.

| TASK | FNI | Total Labor Cost |
|---|---|---|
| | | |
| **1. Upper Brushy Creek Dam 13A Stability Analysis** | $ 27,800.00 | $ 27,800.00 |
| **LABOR COST:** | **$ 27,800.00** | **$ 27,800.00** |
| | | |
| **TOTAL DIRECT EXPENSES COST:** | **$ -** | **$ -** |
| | | |
| **TOTAL PROJECT COST:** | **$ 27,800.00** | **$ 27,800.00** |

**Commissioners Court - Regular Session** **50.**

**Meeting Date:** 10/05/2021

2013 Road Bond Transfer Memo

**Submitted By:** Tomika Lynce, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to transfer $4,300,000 to P270 (Great Oaks Bridge) from P224 (North Mays; $1,500,000), P326 (RM 2243; $2,000,000), P293 (Kauffman Loop Phase 1; $400,000) and P309 (Pond Springs; $400,000).

### Background

The attache memo provides further detail on the funds being transferred.

## Fiscal Impact

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

## Attachments

2013 Road Bond Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 10:13 AM |
| Form Started By: Tomika Lynce | | Started On: 09/30/2021 10:01 AM |
| Final Approval Date: 09/30/2021 | | |

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

September 28, 2021

Re: 2013 Road Bond Project Budget Adjustment

Dear Ms. Lynce,

Please process the following 2013 Road Bond budget adjustment:

- Move $1,500,000.00 from P-224 North Mays to P-270 Great Oaks Bridge;
- Move $2,000,000.00 from P-326 RM 2243 to P-270 Great Oaks Bridge;
- Move $400,000.00 from P-293 Kauffman Loop Phase 1 to P-270 Great Oaks Bridge;
- Move $400,000.00 from P-309 Pond Springs Drainage to P-270 Great Oaks Bridge.

If you have any questions, please let me know.

Thank you

Michael J. Weaver

Cc: Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Christen Eschberger, P.E., HNTB
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

**Commissioners Court - Regular Session** **51.**

**Meeting Date:** 10/05/2021

2013 Road Bond Transfer

**Submitted By:** Tomika Lynce, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to transfer $555,000 from P290 (2013 Road Bond Non-Departmental) to P329 (O'Connor Drive Signals; $50,000), P261 (CR 110 Middle Phase 2; $50,000), P284 (Hairy Man Road/Brushy Creek; $200,000), P231 (Ronald Reagan Blvd at IH-35; $5,000), P271 (Seward Junction SE; $50,000), and P241 (CR 176 at FM 2243; $200,000).

### Background

The attached memo provides more information on the funds being transferred.

## Fiscal Impact

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

## Attachments

2013 Road Bond Transfer Memo

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 08:28 AM |
| Form Started By: Tomika Lynce | | Started On: 09/29/2021 05:24 PM |
| Final Approval Date: 09/30/2021 | | |

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

September 22, 2021

Re: 2013 Road Bond Project Budget Adjustment

Dear Ms. Lynce,

Please process the following 2013 Road Bond budget adjustment:

- Move $50,000.00 from P-290 Unallocated to P-329 O'Connor Drive Signals;
- Move $50,000.00 from P-290 Unallocated to P-261 CR 110 Middle Phase 2;
- Move $200,000.00 from P-290 Unallocated to P-284 Hairy Man Rd/Brushy Creek;
- Move $5,000.00 from P-290 Unallocated to P-231 Ronald Reagan Blvd at IH-35;
- Move $50,000.00 from P-290 Unallocated to P-271 Seward Junction SE;
- Move $200,000.00 from P-290 Unallocated to P-241 CR 176 at FM 2243.

If you have any questions, please let me know.

Thank you

Michael J. Weaver

Cc: Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Christen Eschberger, P.E., HNTB
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

**Commissioners Court - Regular Session** **52.**

**Meeting Date:** 10/05/2021

County Road 111 ILA

**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement Regarding The City/County Participation in the Design and Reconstruction Costs Related to County Road 111 Construction Project with The City of Georgetown.

### Background

## Fiscal Impact

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

## Attachments

CR 111 ILA

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 10:13 AM |
| Form Started By: Charlie Crossfield | | Started On: 09/30/2021 09:51 AM |
| Final Approval Date: 09/30/2021 | | |

**INTERLOCAL AGREEMENT**
**REGARDING THE CITY/COUNTY PARTICIPATION IN THE DESIGN AND CONSTRUCTION COSTS RELATED TO CR 111 CONSTRUCTION PROJECT**

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

**THIS INTERLOCAL AGREEMENT** ("**Agreement**") is entered into between the City of Georgetown, Texas, a Texas municipal corporation (the "**City**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the City and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

**WHEREAS**, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions 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;

**WHEREAS,** the County is and has been in the process of designing the reconstruction of CR 111 and CR 105 between FM 1460 and SH 130, the approximate location being shown on **Exhibit "A"**, attached hereto, (the "County Project"); and

**WHEREAS**, the City desires to cooperate with the County to facilitate the construction of the County Project; and

**NOW, THEREFORE,** in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

## I.
## PURPOSE

**1.01 General**. The purpose of this Agreement is to provide for the City's participation in the design and construction of the County Project. The County Project includes planning of an improvement to CR 111 and CR 105 from FM 1460 to SH 130.

## II.
## CONSTRUCTION OF COUNTY PROJECT

**2.01 County Obligations.** The County shall be responsible for all costs associated with the preliminary and final design, construction bidding and management, right-of-way acquisitions, utility relocations, and all other costs related to the construction of the County Project, ("County Project Costs").

**2.02 Construction Plans.** The County has submitted the plans and specifications related to the County Project to the City. Any changes or modifications to the plans will be submitted to the City for review and approval prior to commencing construction.

**2.03 Inspection.** The City may inspect all aspects of the County Project during construction. Upon receipt of notification from the City that the City's inspectors determine the construction by the County is not in accordance with the approved project plans, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the City.

**2.04 Permits.** The County shall be responsible for obtaining permits, if any, required for the construction of the Project. All required City of Georgetown permit fees are waived.

**2.05 Insurance, Bonds and Warranties.** The County shall require the contractor for the Project to name the City as an additional insured on any policies related to the County Project. The County shall require the contractor to provide performance bonds and maintenance bonds in favor of the City for the County Project in amounts satisfactory to the City. The County shall transfer all warranties for the County Project to the City upon final completion and acceptance of the Project.

## III.

## GEORGETOWN OBLIGATIONS

**3.01 City Reimbursements.** It is estimated that the City Participation amount is 34% of the total construction costs for the County Project Costs ( the "City Participation Amount"). The City shall reimburse the County for the County Project in an amount not to exceed Five Million Eight Hundred Thousand Dollars ($5,800,000) for construction, and an amount not to exceed Two Million Four Hundred Thousand Dollars ($2,400,000) for Right of Way acquisition and utility relocations (together "Total City Participation"). The County will transmit reimbursement requests up to the City Participation agreed amount using the following payment schedule: 25% upon execution of the Agreement between the City of Georgetown and Williamson County, 25% upon awarding bid, 25% when construction is 50% complete, as determined by the value of the work completed to date against the contract amount, and 25% upon substantial completion.

Each reimbursement request will be submitted in a timely manner with proper documentation to support the expenditures. The City shall make a good faith effort to remit payment to the County, up to the total City Participation, within thirty (30) days after receipt date of reimbursement request

from the County

**3.02 Permission to Construct.** The City agrees to allow the County to construct the County Project within the City's boundaries.

**3.03 Acquisition of Real Property Rights.** The City hereby authorizes the County to undertake the acquisition of right-of-way, drainage easements, utility easement, and other real property rights and interests, through negotiation or condemnation, within the city limits, which are necessary for the completion of the County Project. This authorization is subject to the following conditions for any property rights acquired after the Effective Date of this Agreement:

1. Property rights which are within the City Limits shall be acquired in the name of the City, utilizing only published City standard forms, or forms with those changes as are approved by the City Attorney; and,

2. An Owner's Title Insurance Policy (OTP) shall be acquired in the name of the City for all interests conveyed in accordance with Item 1 of this Section. The OTP shall be subject only to such exceptions as are authorized or accepted by the City Attorney.

**3.04 Operation, & Maintenance.** The City agrees to accept maintenance of the County Project within the City Limits as exist at the time of completion of County Project, subject to the following conditions:

1. Inspections have been completed, and any deficiencies or defects have been cured in accordance with Section 2.03 of this Agreement; and,

2. All bonds or other securities have been provided to, and accepted by, the City in accordance with Section 2.05 of this Agreement.

**3.05 Ownership**. The County agrees to transfer property rights including any fee or easements interests, permits and licenses for those portions of the County Project within City Limits as exist at the time of the completion of the County Projection, and which are not held by the City at time of completion of the County Project, via documents approved by the City Attorney. All property rights shall be transferred with the same warranty with which they were received by the County, and shall be provided with an OTP subject only to such exceptions as are authorized or accepted by the City Attorney; provided however, that any failure of the County's to clear an exception on the OTP as requested by the City Attorney will not be grounds for the City to withhold a reimbursement payment required pursuant to Section 3.01.

**3.06 Annexation.** The City may, at its election, annex such sections of the County Project as allowed by law during the term of this Agreement. For the avoidance of doubt, the County's approval of this Agreement shall constitute a request for the City to annex the subject right-of-way under Section 43.1055 of the Texas Local Government Code. Within 60 days of

request by the City, County shall provide all such documentation and authorizations as are necessary to effect such annexation(s).

## IV.
## DISPUTES

**4.01 Material Breach; Notice and Opportunity to Cure.**

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

**4.02 Equitable Relief**. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement.

**4.03 Agreement's Remedies Not Exclusive**. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

## V.
## GENERAL PROVISIONS

**5.01 Authority.** This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

**5.02 Term.** The term of this Agreement shall begin on the Effective and shall

end on the date that all obligations of the parties with respect to this Agreement have been satisfied.

**5.03 Severability.** The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

**5.05 Payments from Current Revenues.** Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

**5.06 Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

**5.07 Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in the plans attached hereto as Exhibit "A."

**5.08 Amendments.** Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

**5.9 Applicable Law; Venue.** This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

**5.10 Notices.** Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

**GEORGETOWN:** P.O. Box 409, Georgetown, Texas 78627
300-1 Industrial Ave, Georgetown, Texas 78626
Attn: City Manager
Telephone: (512) 930-3652
Facsimile: (512) 930-3559
Email: david.morgan@georgetown.org

**COUNTY:** 710 S. Main Street, Georgetown, Texas 78626
Attn: William Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

**5.11 Counterparts; Effect of Partial Execution.** This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

**5.12 Authority**. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

**5.13 Effective Date.** This Agreement is executed to be effective on the date the last Party signs this Agreement.

**5.15 No Joint Venture.** The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

*(SIGNATURES ON FOLLOWING PAGE)*

**CITY OF GEORGETOWN, TEXAS**

By: _____
Josh Schroeder, Mayor

**ATTEST:**

By: Robyn Densmore
Robyn Densmore
City Secretary

**APPROVED AS TO FORM:**

By: Skye Masson

Name: Skye Masson

Title: City Attorney

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

**THIS INSTRUMENT** was acknowledged before me on this 14 day of September, 2021, by Josh Schroeder as Mayor of the City of Georgetown, a Texas home-rule city, on behalf of said city.

KAREN FROST
Notary ID # 1053608-4
My Commission Expires
May 24, 2024

Karen Frost
Notary Public, State of Texas



CoG Map Quad N-49/O-49, O-50/P-50, P-51/Q-51
CoG Proj. 200-6000-0006

**WILLIAMSON COUNTY, TEXAS**

By:_____
William Gravell, Jr., County Judge

**ATTEST:**

By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

**THIS INSTRUMENT** was acknowledged before me on this ____ day of _____, 2021, by William Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

_____
Notary Public, State of Texas



CoG Map Quad N-49/O-49, O-50/P-50, P-51/Q-51
CoG Proj. 200-6000-0006

**Roadway**:Westinghouse Road
**Limits:** From FM 1460 to SH 130
**Proposed Improvements Phase 1:** Planning, environmental clearance, and ROW acquisition
**Proposed Improvements Phase 2:**Reconstruct existing two lane roadway to a four lane divided roadway
**Submitted By**:Williamson County

Proposed Project
River/Stream
Precinct Boundary
Park
City

0 1,000 2,000 4,000 Feet

1:24,000
1 inch = 2,000 feet

N W E S

EXHIBIT A

Path: \\AUSW00Job\2134275 WilcoGEC\Techpool\GIS\MXD\EXHIBITS\2013_Road_Bond_Committee_Maps\P3_Westinghouse_Rd.mxd Date Saved: 5/7/2013



# 2013 CANDIDATE ROAD BOND PROJECT - WESTINGHOUSE ROAD PHASE 1 & 2

WILLIAMSON COUNTY

WILLIAMSON COUNTY 1848

HNTB

**Commissioners Court - Regular Session** **53.**

**Meeting Date:** 10/05/2021

Sam Bass Contract

**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with Walsh Ranch Owner's Association for Right of Way needed on the Sam Bass Road/Corridor H project (Parcel 66). Funding Source: Road Bonds P462

### Background

## Fiscal Impact

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

## Attachments

Sam Bass Contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 10:09 AM |
| Form Started By: Charlie Crossfield | | Started On: 09/30/2021 10:01 AM |
| Final Approval Date: 09/30/2021 | | |

**REAL ESTATE CONTRACT**
Corridor H/Sam Bass Road Right of Way—Parcel 66

THIS REAL ESTATE CONTRACT ("Contract") is made by THE WALSH RANCH OWNER'S ASSOCIATION, INC., a Texas non-profit corporation (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

## ARTICLE I
## PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.305 acre (13,295 Sq. Ft.) tract of land in the W. Kinkaid Survey, Abstract No. 374, Williamson County, Texas; said tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 66**)

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

## ARTICLE II
## PURCHASE PRICE

### Purchase Price

2.01. The Purchase Price for the Property, any improvements located upon the Property, and any damages to the remaining property of Seller, shall be the sum of ONE HUNDRED FORTY-FOUR THOUSAND FORTY-NINE and 00/100 Dollars ($144,049.00).

### Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other immediately available funds at the Closing.

## ARTICLE III
## PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

3.03. The Property herein is being conveyed to Purchaser under threat of condemnation.

## ARTICLE IV
## REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

## ARTICLE V
## CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before October 15, 2021, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested to cause Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

## ARTICLE VI
## BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

## ARTICLE VII
## BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

## ARTICLE VIII
## MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.



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Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

**SELLER:**

THE WALSH RANCH OWNER'S ASSOCIATION, INC.,
a Texas non-profit corporation

By:_____ Address: 3425 CITRINE PL.

Name: BRADLEY. S. ZAPALAC ROUND ROCK, TX. 78681

Its: HOA PRESIDENT

Date: 9/23/2021

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

**Commissioners Court - Regular Session** **54.**

**Meeting Date:** 10/05/2021

Thrall ISD ILA

**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement Between Thrall Independent School District and Williamson County for roadway improvement at 201 South Bounds.

### Background

## Fiscal Impact

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

## Attachments

Thrall ISD ILA

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 10:08 AM |
| Form Started By: Charlie Crossfield | | Started On: 09/30/2021 09:55 AM |
| Final Approval Date: 09/30/2021 | | |

**STATE OF TEXAS** §

§

**COUNTY OF WILLIAMSON** §

# INTERLOCAL AGREEMENT
## Between
## Thrall Independent School District and Williamson County

**THIS AGREEMENT** is an interlocal agreement entered into by and between the **Thrall Independent School District** (the "District") and **Williamson County, Texas** (the "County"), (collectively the "Parties").

**WHEREAS** the County is undertaking a construction project to improve the road at 201 S. Bounds, Thrall, Texas.

**WHEREAS** included in the road improvement project, the County will replace drainage culverts at the 201 S. Bounds driveway at Thrall Elementary School (the "Drainage Project").

**WHEREAS** the location of the Drainage Project is further illustrated in **Exhibit A** attached hereto and incorporated by reference.

**WHEREAS** the Parties desire to enter into this Agreement for the public purpose of sharing the cost of improvements in the drainage system as part of the County's road improvement project.

**WHEREAS** the District will benefit from the improvement of the drainage system at the District's property by having the County oversee the construction of the Drainage Project.

**WHEREAS** the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

**NOW THEREFORE** by this Agreement it is mutually understood and agreed by the Parties as follows:

## Section I General Agreement

1. Scope of the Drainage Project. The County will be responsible for removing the current drainage pipe, adding new pipe that is 6-8" larger (minimum increase) in diameter than the current pipe, which will extend further onto District property than the current pipe. The County is also responsible for dirt work to improve drainage after new pipe has been placed to assure that drainage flows into the ditch. The County will be solely responsible for any pavement repairs and repair of any other damaged areas caused by construction of the Drainage Project.

2. Term. This Agreement shall be in effect upon execution by both Parties and shall continue in effect until final completion of the Drainage Project described in this Agreement.

3. County Rights and Duties:

   a. The County has prepared plans and specifications of the improvements, accepted bids, and awarded a contract to design, construct, and administer the construction for the Drainage Project.

   b. In all such activities, the County and their contractors and subcontractors shall comply with all state statutory requirements.

   c. The County shall provide the District with a copy of the executed design and construction contracts for the Drainage Project.

   d. The County will be solely responsible for the Drainage Project, including all construction costs due to the County's contractors and subcontractors.

   e. The County will be solely responsible for the construction project, including but not limited to, all responsibility for any future maintenance, improvements, or repairs of the Drainage Project if agreement is made to be altered.

   f. Insurance/Indemnification: The County agrees to indemnify and hold harmless the District for all damages or liability to the Drainage Project, if any, including but not limited to any damages arising out of or resulting from the Drainage Project work.

4. Project Funding.

   a. The County estimates the total cost of the project to be $196,455 ("Estimated Project Cost"). The District agrees to pay the County half of the Actual Project Cost in an amount not to exceed $100,000. The Actual Project Cost is the total cost of the Drainage Project determined at the completion of construction of the Drainage Project. The Actual Project Cost includes engineering, construction, inspection, testing, and construction administration costs, including contingencies.

   b. After the completion of the Drainage Project, the County will provide the District with an invoice detailing the Actual Project Cost for the Drainage Project and the amount due to the County by the District. The District shall remit payment to the County within thirty days after receipt of invoice.

5. Payments from Current Revenues. The District and the County agree that the Party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

**Section II Miscellaneous**

6. No Assignment. The County and the District bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators and of such other Party, in respect to all covenants of this Agreement. Neither the County nor the District shall assign or transfer its interest in this Agreement without prior written consent of the other Party. The District is not obligated or liable to any party other than the County for the performance of this Agreement. Nothing in the Agreement is intended to create any additional rights or remedies upon any third party.

7. Independent Parties. It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. Neither the County nor its employees, officials, or agents shall be considered to be an employee, agent, partner, or representative of the District for any purpose. Neither the District nor its employees, officials, or agents shall be considered to be employees, agents, partners or representative of the County for any purpose. Neither Party has the authority to bind the other Party.

8. Venue. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement. The Parties agree that this Agreement is performable in Williamson County, Texas and that exclusive venue shall lie in Williamson County, Texas.

9. Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having force and effect of law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

10. Entire Agreement. This Agreement embodies the entire agreement between the Parties and may only be modified in writing executed by both parties.

11. Immunity. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth in this Agreement, and this Agreement shall not create any rights for parties other than the Parties to this Agreement.

[*Signatures on next page*]

**WILLIAMSON COUNTY**

By: _____
Bill Gravell Jr., County Judge

Date: _____

**THRALL INDEPENDENT SCHOOL DISTRICT**

By: Tommy Hooker
Tommy Hooker, Superintendent of Schools

Date: August 18, 2021

**Commissioners Court - Regular Session** **55.**

**Meeting Date:** 10/05/2021

Bartlett ILA

**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement Regarding the City/County Participation in the Design and Construction Costs Related to The Cottrell Street Construction Project.

### Background

## Fiscal Impact

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

## Attachments

Bartlett ILA

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 10:08 AM |
| Form Started By: Charlie Crossfield | | Started On: 09/30/2021 09:58 AM |
| Final Approval Date: 09/30/2021 | | |

**INTERLOCAL AGREEMENT**
**REGARDING THE CITY/COUNTY PARTICIPATION IN THE DESIGN AND CONSTRUCTION COSTS RELATED TO THE COTTRELL STREET CONSTRUCTION PROJECT**

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

**THIS INTERLOCAL AGREEMENT** ("**Agreement**") is entered into between the City of Bartlett, Texas, a Texas municipal corporation (the "**City**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the City and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

**WHEREAS**, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions 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;

**WHEREAS,** the County is and has been in the process of designing the reconstruction of Cottrell Street, the approximate location being shown on Exhibit "A", attached hereto, (the "County Project"); and

**WHEREAS**, the City desires to cooperate with the County to facilitate the construction of the County Project; and

**NOW, THEREFORE,** in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

## I.
## PURPOSE

**1.01 General**. The purpose of this Agreement is to provide consent for the County's construction of the County Project with the Bartlett city limits. The County Project includes pavement stabilization, surface treatment, grading and other activities related to the County Project.

## II.
## CONSTRUCTION OF COUNTY PROJECT

**2.01 County Obligations.** The County shall be responsible for all costs associated with the preliminary and final design, construction bidding and management, and all other costs related to the construction of the County Project.

**2.04 Permits.** The County shall be responsible for obtaining permits, if any, required for the construction of the Project. Any permits required by the City are hereby waived.

## III.

## CITY OBLIGATIONS

**3.01 Permission to Construct.** The City agrees to allow the County to construct the County Project within the City's boundaries. The City further agrees to accept maintenance of the County Project within the City limits.

## IV.
## GENERAL PROVISIONS

**5.01 Authority.** This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*

**5.02 Term.** This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the County Project.

**5.03 Severability.** The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

**5.05 Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

**5.06 Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in Exhibit "A."

**5.07 Amendments.** Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

**5.08 Applicable Law; Venue.** This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

**5.09 Notices.** Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

**CITY:** 140 W CLARK ST
BARTLETT, TX 76511

Attn: ~~City Manager~~ MAYOR CHAD MEES

**COUNTY:** 710 S. Main Street, Georgetown, Texas 78626
Attn: William Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

**5.10 Counterparts; Effect of Partial Execution.** This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

**5.11 Authority**. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

**5.12 Effective Date.** This Agreement is executed to be effective on the date the last Party signs this Agreement.

**5.13 No Joint Venture.** The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

*(SIGNATURES ON FOLLOWING PAGE)*

**CITY OF BARTLETT, TEXAS**

By: _____

Name: Mayor

Its: _____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

**THIS INSTRUMENT** was acknowledged before me on this 15 day of September, 2021, by _____ as Mayor of the City of Bartlett, a Texas city, on behalf of said city.

ALICE NIRA
NOTARY PUBLIC
STATE OF TEXAS
ID# 132210908
EXPIRES 10-15-2023

_____
Notary Public, State of Texas

**WILLIAMSON COUNTY, TEXAS**

By:_____
Bill Gravell, Jr., County Judge

**ATTEST:**

By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

**THIS INSTRUMENT** was acknowledged before me on this ____ day of _____, 2021, by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

_____
Notary Public, State of Texas

**Exhibit "A"**

**Commissioners Court - Regular Session** **56.**

**Meeting Date:** 10/05/2021

CR 366 Letter Agreement

**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on a Letter Agreement with Jack and Cynthia Hall for a Water line Easement needed on County Road 366 (Parcel 14WE). Funding Source: Road Bonds: P296

### Background

## Fiscal Impact

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

## Attachments

CR 366 Letter Agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 10:10 AM |
| Form Started By: Charlie Crossfield | | Started On: 09/30/2021 10:04 AM |
| Final Approval Date: 09/30/2021 | | |

# Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

don@scrrlaw.com


September 24, 2021

**Via hand delivery**
Jack & Cynthia Hall
P.O. Box 788
Taylor, Texas 78664

Re: Williamson County—CR 366
Jonah SUD replacement waterline easement
Parcel No.: 14WE

Dear Mr. & Mrs. Hall:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a permanent waterline easement to Jonah Water Special Utility District ("Jonah") in and across portions of your property ("Owner") as part of Williamson County's ("County") proposed improvements to County Road 366 and related utility adjustments ("Project").

By execution of this letter the parties agree as follows:

1. In return for Owner's delivery to Jonah of a fully executed and acknowledged waterline easement ("Easement") in and to a 0.0659 acre (2,871 SF) of land, and in the form as set out in Exhibit "A" attached hereto and incorporated herein, County shall pay Owner the sum of **$1,000.00** in cash or other good funds.

2. If requested by County, the Closing and completion of this transaction shall take place at a title company of County's choice ("Title Company") within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to Jonah in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner shall assist County and Title Company with any curative measures or mortgage lien consent or subordination required as a condition of the Closing.

3. This Agreement is being made, and the Easement is being delivered, in lieu of condemnation.

If this meets with your understanding, please execute this letter where indicated below and return it to me, and we will have this approved and signed by the County and process this for payment and Closing as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Don Childs
Sheets & Crossfield, PLLC

**AGREED:**

Jack Dale Hall

Date: 9/24/21

Cynthia Surles-Hall

Date: 9-24-21

**ACCEPTED AND AGREED:**

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Date:_____

EXHIBIT "A" FORM OF EASEMENT FOLLOWS

# WATERLINE EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

**GRANT OF EASEMENT:**

JACK DALE HALL and CYNTHIA D. SURLES-HALL ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, ("Grantee"), an easement and right-of-way ("Easement") upon and across certain property totaling approximately 0.0659 acre (2,871 SF), being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (collectively the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**CHARACTER OF EASEMENT:**

The Easement is an easement in gross.

**PURPOSE OF EASEMENT:**

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise reasonably available from an adjacent public right of way.

**DURATION OF EASEMENT:**

The Easement shall be perpetual.

**EXCLUSIVENESS OF EASEMENT:**

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

**DAMAGES:**

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

**ENCUMBRANCES AND LIENS:**

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following: -0-

**WATER SERVICE:**

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

**ENTIRE AGREEMENT:**

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

**BINDING EFFECT:**

This Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

**ASSIGNABILITY:**

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

In witness whereof, this instrument is executed this 24th day of Sept, 2021.

*[signature page follows]*

**GRANTOR:**

Cynthia D. Surles-Hall

Cynthia D. Surles-Hall

**Acknowledgment**

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 24th day of September 2021, by Cynthia D. Surles Hall, in the capacity and for the purposes and consideration recited herein.

DEBORAH STEARNS MURPHY
Notary Public, State of Texas
Comm. Expires 10-26-2021
Notary ID 345883-1

Deborah Stearns Murphy
Notary Public, State of Texas
Printed Name: DEBORAH STEARNS MURPHY
My Commission Expires: 10-26-2021

**GRANTOR:**

Jack Dale Hall

Jack Dale Hall

**Acknowledgment**

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 24th day of September, 2021, by Jack Dale Hall, in the capacity and for the purposes and consideration recited herein.

DEBORAH STEARNS MURPHY
Notary Public, State of Texas
Comm. Expires 10-26-2021
Notary ID 345883-1

Deborah Stearns Murphy
Notary Public, State of Texas
Printed Name: DEBORAH STEARNS MURPHY
My Commission Expires: 10-26-2021

**EXHIBIT A**



County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

September 13, 2021

**PROPERTY DESCRIPTION FOR EASEMENT 14E**

**DESCRIPTION OF** a 2,871 square foot (0.0659 of one acre) water line easement consisting of two parts out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas, and being a portion of the remainder of that tract described as 5.76 acres conveyed to Jack Dale Hall and wife, Cynthia D. Surles-Hall by Warranty Deed with Vendor's Lien dated August 7, 2003, as recorded in Document No. 2003077883, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 2,871 square foot (0.0659 of one acre) water line easement being more particularly described in two parts by metes and bounds as follows:

**PART 1**

**COMMENCING** at a 1/2-inch iron rod found at the southeast corner of said remainder of 5.76 acre tract, being in the north line of the remainder of that tract described as 10 acres conveyed to Ronnie C. Zett by Warranty Deed dated September 10, 1991, as recorded in Volume 2055, Page 308, Official Records, Williamson County, Texas (O.R.W.C.T.), from which a 1/2-inch iron rod found at the northeast corner of said remainder of 5.76 acre tract, being in the south margin of County Road 367 (CR 367, varying width), bears N 21°30'06" W, a distance of 559.54 feet;

**THENCE**, S 68°02'29" W, along the south line of said remainder of 5.76 acre tract, with the north line of said remainder of 10 acre tract, a distance of 391.17 feet to a point, being the southeast corner of this easement, for the **POINT OF BEGINNING**, 122.42 feet right of Engineer's Baseline Station 56+73.68, and having Surface Coordinates of North=10,193,252.72, East=3,205,321.66;

1) **THENCE, S 68°02'29" W**, continuing along the south line of said remainder of 5.76 acre tract and the north line of said remainder of 10 acre tract, a distance of **15.00 feet** to a point (unable to set; under water at time of survey) in the east margin of County Road 366 (CR366, varying width), being the southeast corner of a called 0.0567 acre tract conveyed to Williamson County, Texas by Deed dated February 27, 2021 and recorded in Document No. 2021037990, O.P.R.W.C.T, 107.42 feet right of Engineer's Baseline Station 56+73.55, being the southwest corner of this easement, from which a 1/2-inch iron rod found at the southwest corner of said 0.0567 acre Williamson County, Texas tract, bears S 68°02'29" W, a distance of 44.15 feet;

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

## PROPERTY DESCRIPTION FOR EASEMENT 14E

2) **THENCE, N 21°34'16" W**, along the west line of said remainder of 5.76 acre tract and the east line of said 0.0567 acre Williamson County, Texas tract, with the east margin of CR 366, a distance of **34.45 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set, 107.36 feet right of Engineer's Baseline Station 57+08.00, being a west corner of this easement;

3) **THENCE, N 66°27'49" W**, continuing along the west line of said remainder of 5.76 acre tract and the east line of said 0.0567 acre Williamson County, Texas tract, with the east margin of CR 366, a distance of **61.31 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set at a corner in the west line of said remainder of 5.76 acre tract, being the northwest corner of said 0.0567 acre Williamson County, Texas tract, 64.00 feet right of Engineer's Baseline Station 57+51.35, being a west corner of this easement;

4) **THENCE, N 20°55'47" W**, continuing along the west line of said remainder of 5.76 acre tract and the east margin of CR 366, a distance of **21.02 feet** to a point, 64.20 feet right of Engineer's Baseline Station 57+72.37, being the northwest corner of this easement;

5) **THENCE, S 66°27'49" E**, crossing said remainder of 5.76 acre tract, a distance of **82.23 feet** to a point, 122.34 feet right of Engineer's Baseline Station 57+14.22, being an east corner of this easement;

6) **THENCE, S 21°34'16" E,** crossing said remainder of 5.76 acre tract, a distance of **40.55 feet** to the **POINT OF BEGINNING** and containing 1,639 square feet (0.0376 acres), more or less.

**PART 2**

**COMMENCING** at a 1/2-inch iron rod found at the northeast corner of said remainder of 5.76 acre tract, being in the south margin of said CR 367, from which a 1/2-inch iron rod found at the southeast corner of said remainder of 5.76 acre tract, being in the north line of said remainder of 10 acre tract, bears S 21°30'06' E, a distance of 559.54 feet;

**EXHIBIT A**



County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

September 13, 2021

**PROPERTY DESCRIPTION FOR EASEMENT 14E**

**THENCE,** S 68°29'54" W, along the north line of said remainder of 5.76 acre tract, with the south margin of said CR 367, a distance of 376.32 feet to a point, being the northeast corner of this easement, for the **POINT OF BEGINNING,** 135.83 feet right of Engineer's Baseline Station 62+38.58, and having Surface Coordinates of North=10,193,781.66, East=3,205,129.23;

1) **THENCE, S 23°42'58" W,** crossing said remainder of 5.76 acre tract, a distance of **97.27 feet** to a point in the west line of said remainder of 5.76 acre tract and the east margin of CR 366, 67.66 feet right of Engineer's Baseline Station 61+68.30, being the southwest corner of this easement;

2) **THENCE, N 20°55'47" W,** along the west line of said remainder of 5.76 acre tract, with the east margin of CR 366, a distance of **21.35 feet** to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set, 67.66 feet right of Engineer's Baseline Station 61+89.82, being the southwest corner of a called 0.0255 acre tract conveyed to Williamson County, Texas by said Deed recorded in Document No. 2021037990, O.P.R.W.C.T., being a west corner of this easement;

3) **THENCE, N 23°42'58" E,** along the west line of said remainder of 5.76 acre tract and the east line of said 0.0255 acre Williamson County, Texas tract, with the east margin of CR 366, a distance of **66.97 feet** to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set in the north line of said remainder of 5.76 acre tract and the south margin of CR 367, being the northeast corner of said 0.0255 acre William County, Texas tract, 114.54 feet right of Engineer's Baseline Station 62+38.21, being the northwest corner of this easement;

4) **THENCE, N 68°29'54" E,** along the north line of said remainder of 5.76 acre tract, with the south margin of said CR 367, a distance of **21.29 feet** to the **POINT OF BEGINNING** and containing 1,232 square feet (0.0283 of one acre) of land, more or less.

| | |
|---|---|
| Part 1 | 1,639 square feet (0.0376 of one acre) |
| Part 2 | 1,232 square feet (0.0283 of one acre) |
| **Total** | **2,871 square feet (0.0659 of one acre)** |

**EXHIBIT A**



County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

September 13, 2021

**PROPERTY DESCRIPTION FOR EASEMENT 14E**

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

A parcel plat of even date was prepared in conjunction with this property description.

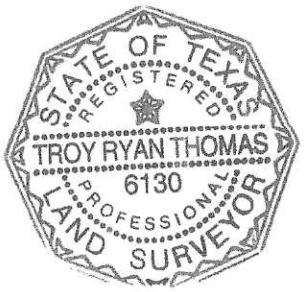
**STATE OF TEXAS** §
§ KNOW ALL MEN BY THESE PRESENTS:
**COUNTY OF TRAVIS** §

That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 13th day of September, 2021 A.D.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500




TRT 9/13/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2020/Descriptions/CR 366 Williamson County/Parcel 14E

LEGEND

| | |
|---|---|
| ■ | FOUND TxDOT TYPE I MONUMENT |
| ● | FOUND IRON ROD (1/2" UNLESS NOTED) |
| ⊙ | FOUND IRON PIPE (1/2" UNLESS NOTED) |
| △ | CALCULATED POINT, NOT SET |
| ○ | 1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED) |
| (XXX) | RECORD INFORMATION |
| —℄— | PROPERTY LINE (OWNERSHIP DIVISION) |
| —S— | APPROXIMATE SURVEY LINE |
| | DEED LINE (OWNERSHIP IN COMMON) |
| | DISTANCE NOT TO SCALE (N.T.S.) |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCEMENT |
| R.O.W. | RIGHT-OF-WAY |
| N.T.S. | NOT TO SCALE |
| B.L. | BUILDING SETBACK LINE |
| D.R.W.C.T. | DEED RECORDS WILLIAMSON COUNTY, TEXAS |
| O.R.W.C.T. | OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS |
| O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS |
| P.R.W.C.T. | PLAT RECORDS WILLIAMSON COUNTY, TEXAS |
| (1) | PARCEL NUMBER FOR R.O.W. ACQUISITION |

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TEXAS NATIONAL TITLE, INC. IN SEPTEMBER 2021.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH JUNE 2021.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

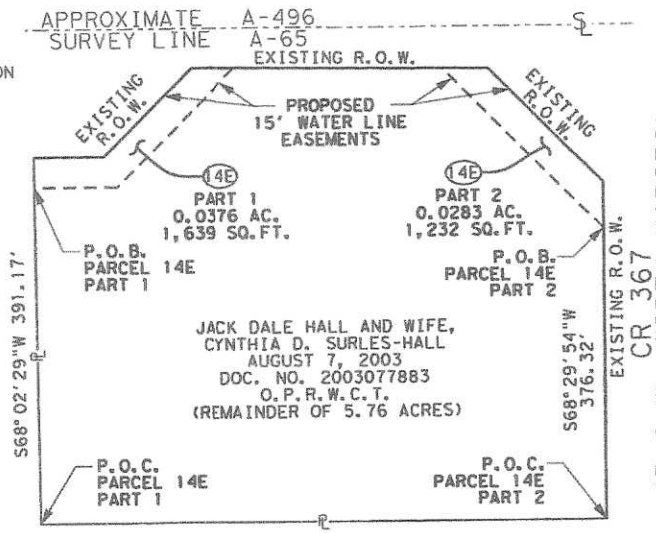
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

9/13/2021

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496

CR 366
(R.O.W. WIDTH VARIES)




PROPERTY INSET
NOT TO SCALE

W. J. BAKER SURVEY
ABSTRACT NO. 65

STATE OF TEXAS
REGISTERED
TROY RYAN THOMAS
6130
PROFESSIONAL
LAND SURVEYOR

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-149308 ISSUED BY TEXAS NATIONAL TITLE, INC., EFFECTIVE DATE JUNE 7, 2021, ISSUED DATE JUNE 21, 2021.

10. THE FOLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:
    2. TEXAS POWER & LIGHT COMPANY ELECTRIC EASEMENT AS DESCRIBED IN VOLUME 286, PAGE 398, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT
    3. TEXAS POWER & LIGHT COMPANY ELECTRIC EASEMENT AS DESCRIBED IN VOLUME 299, PAGE 636, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT
    4. JONAH WATER SUPPLY CORP. WATER LINE EASEMENT AS DESCRIBED IN VOLUME 564, PAGE 62, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT
    5. RIGHT OF WAY GRANTED TO WILLIAMSON COUNTY, TEXAS AS DECRIBED IN DOCUMENT NO. 2021037990, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS- AFFECTS AS SHOWN

REVISIONS

TOTAL OF PART 1 AND PART 2

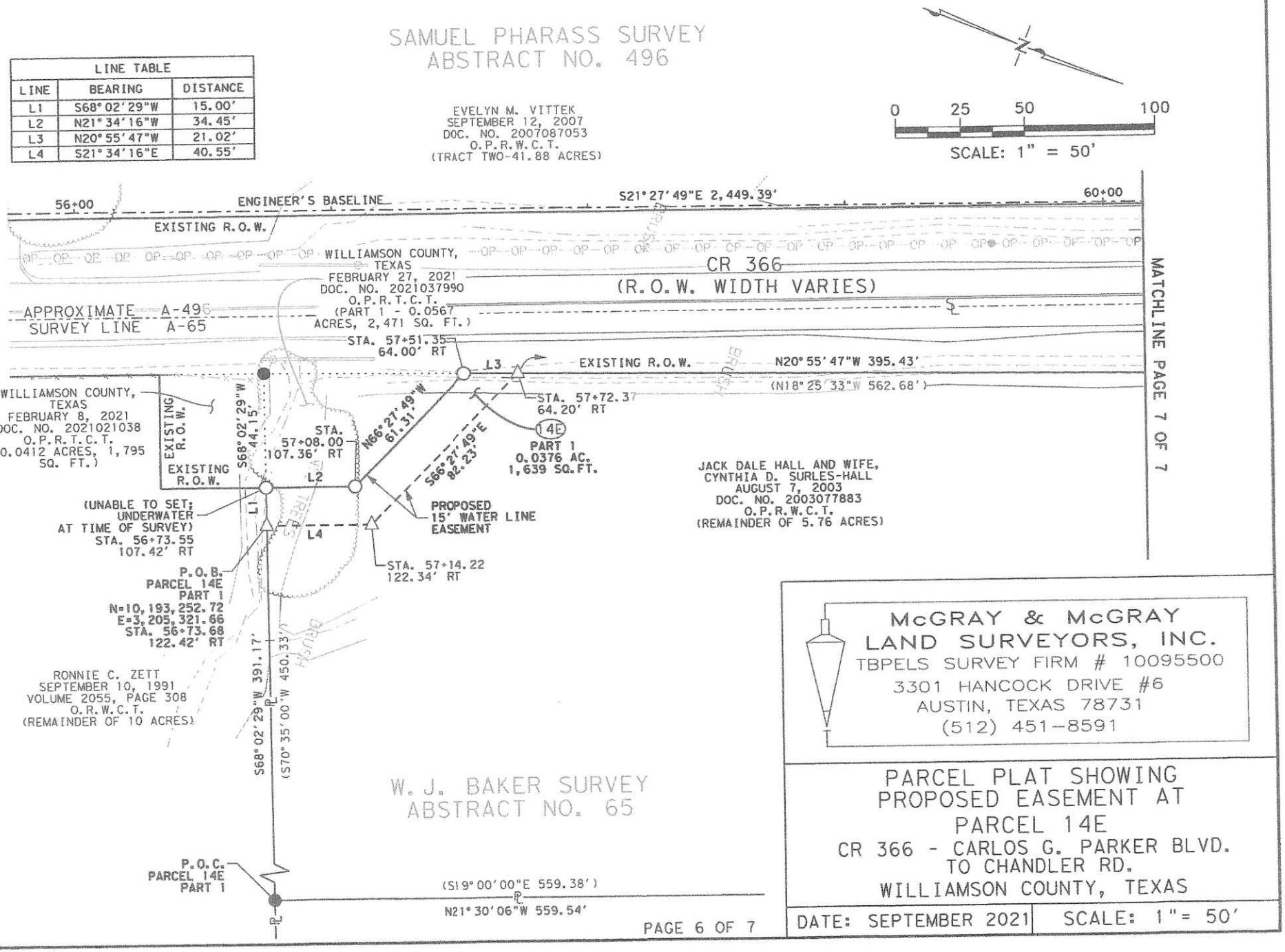
| CALCULATED | ACQUISITION | REMAINING RT |
|---|---|---|
| 5.68 AC. 247,325 SQ.FT. | N/A | 5.68 AC. 247,325 SQ.FT. |

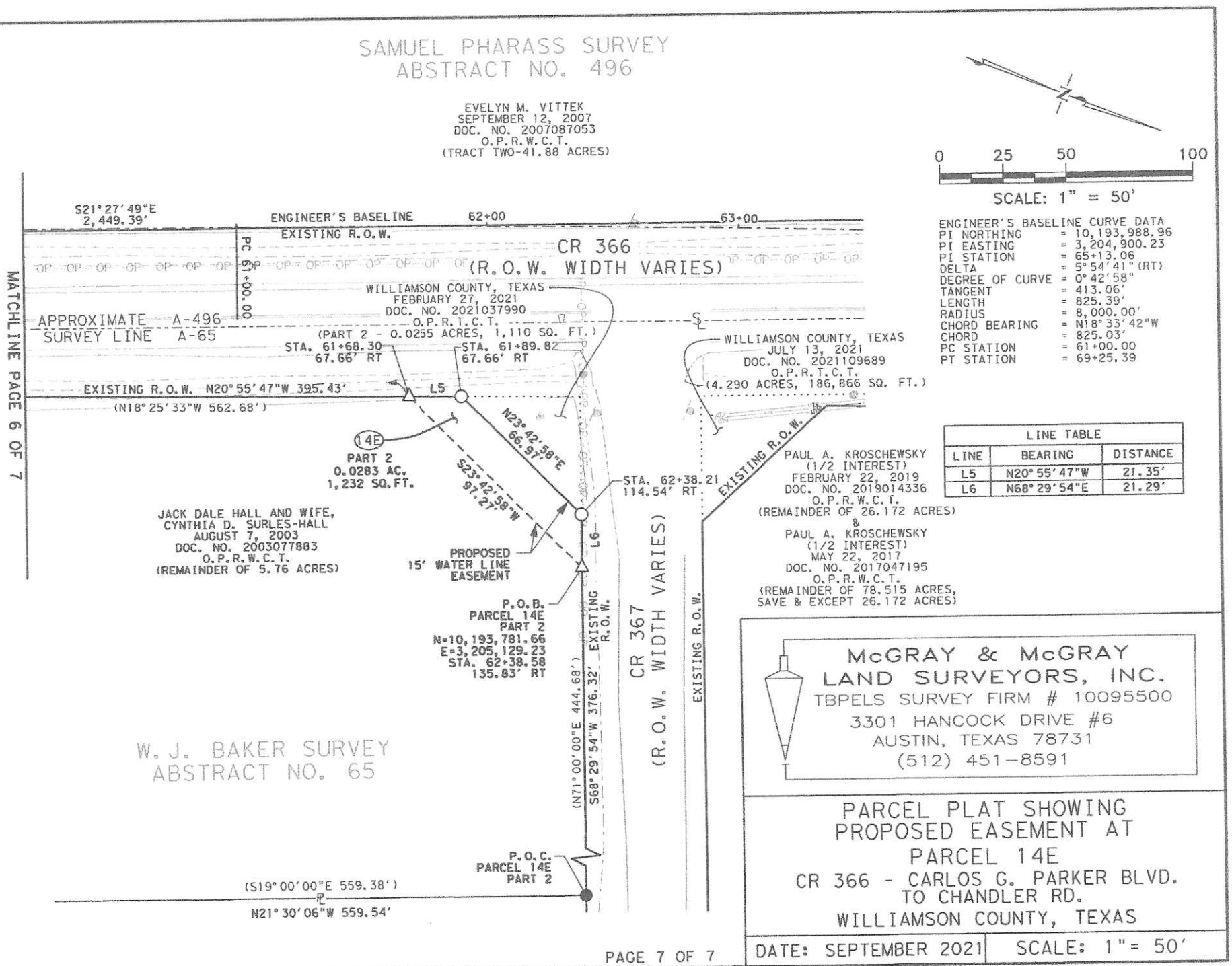

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591


# PARCEL PLAT SHOWING PROPOSED EASEMENT AT PARCEL 14E

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 2021 | SCALE: N.T.S.


SAMUEL PHARASS SURVEY
ABSTRACT NO. 496
LINE TABLE
LINE | BEARING | DISTANCE
L1 | S68°02'29"W | 15.00'
L2 | N21°34'16"W | 34.45'
L3 | N20°55'47"W | 21.02'
L4 | S21°34'16"E | 40.55'
EVELYN M. VITTEK
SEPTEMBER 12, 2007
DOC. NO. 2007087053
O.P.R.W.C.T.
(TRACT TWO-41.88 ACRES)
0 25 50 100
SCALE: 1" = 50'
56+00
ENGINEER'S BASELINE
S21°27'49"E 2,449.39'
60+00
EXISTING R.O.W.
WILLIAMSON COUNTY, TEXAS
FEBRUARY 27, 2021
DOC. NO. 2021037990
O.P.R.T.C.T.
(PART 1 - 0.056? ACRES, 2,471 SQ. FT.)
CR 366
(R.O.W. WIDTH VARIES)
APPROXIMATE SURVEY LINE A-65
A-496
STA. 57+51.35
64.00' RT
L3
EXISTING R.O.W.
N20°55'47"W 395.43'
(N18°25'33"W 562.68')
STA. 57+72.37
64.20' RT
MATCHLINE PAGE 7 OF 7
WILLIAMSON COUNTY, TEXAS
FEBRUARY 8, 2021
DOC. NO. 2021021038
O.P.R.T.C.T.
(0.0412 ACRES, 1,795 SQ. FT.)
EXISTING R.O.W.
S68°02'29"W 44.15'
STA. 57+08.00
107.36' RT
N66°27'49"W 61.31'
S66°27'49"E 82.23'
14E
PART 1
0.0376 AC.
1,639 SQ.FT.
JACK DALE HALL AND WIFE, CYNTHIA D. SURLES-HALL
AUGUST 7, 2003
DOC. NO. 2003077883
O.P.R.W.C.T.
(REMAINDER OF 5.76 ACRES)
EXISTING R.O.W.
L2
L1
L4
(UNABLE TO SET; UNDERWATER AT TIME OF SURVEY)
STA. 56+73.55
107.42' RT
PROPOSED 15' WATER LINE EASEMENT
STA. 57+14.22
122.34' RT
P.O.B. PARCEL 14E PART 1
N=10,193,252.72
E=3,205,321.66
STA. 56+73.68
122.42' RT
RONNIE C. ZETT
SEPTEMBER 10, 1991
VOLUME 2055, PAGE 308
O.R.W.C.T.
(REMAINDER OF 10 ACRES)
S68°02'29"W 391.17'
(S70°35'00"W 450.33')
W. J. BAKER SURVEY
ABSTRACT NO. 65
P.O.C. PARCEL 14E PART 1
(S19°00'00"E 559.38')
N21°30'06"W 559.54'
PAGE 6 OF 7
McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
PARCEL PLAT SHOWING
PROPOSED EASEMENT AT
PARCEL 14E
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS
DATE: SEPTEMBER 2021
SCALE: 1"= 50'


SAMUEL PHARASS SURVEY
ABSTRACT NO. 496
EVELYN M. VITTEK
SEPTEMBER 12, 2007
DOC. NO. 2007087053
O.P.R.W.C.T.
(TRACT TWO-41.88 ACRES)
0 25 50 100
SCALE: 1" = 50'
S21°27'49"E
2,449.39'
ENGINEER'S BASELINE
62+00
63+00
EXISTING R.O.W.
CR 366
(R.O.W. WIDTH VARIES)
PC 61+00.00
WILLIAMSON COUNTY, TEXAS
FEBRUARY 27, 2021
DOC. NO. 2021037990
O.P.R.T.C.T.
(PART 2 - 0.0255 ACRES, 1,110 SQ. FT.)
APPROXIMATE A-496
SURVEY LINE A-65
STA. 61+68.30
67.66' RT
STA. 61+89.82
67.66' RT
WILLIAMSON COUNTY, TEXAS
JULY 13, 2021
DOC. NO. 2021109689
O.P.R.T.C.T.
(4.290 ACRES, 186,866 SQ. FT.)
EXISTING R.O.W. N20°55'47"W 395.43'
(N18°25'33"W 562.68')
L5
N23°42'58"E
66.97'
14E
PART 2
0.0283 AC.
1,232 SQ.FT.
S23°42'58"W
91.27'
STA. 62+38.21
114.54' RT
EXISTING R.O.W.
PAUL A. KROSCHEWSKY
(1/2 INTEREST)
FEBRUARY 22, 2019
DOC. NO. 2019014336
O.P.R.W.C.T.
(REMAINDER OF 26.172 ACRES)
&
PAUL A. KROSCHEWSKY
(1/2 INTEREST)
MAY 22, 2017
DOC. NO. 2017047195
O.P.R.W.C.T.
(REMAINDER OF 78.515 ACRES,
SAVE & EXCEPT 26.172 ACRES)
JACK DALE HALL AND WIFE,
CYNTHIA D. SURLES-HALL
AUGUST 7, 2003
DOC. NO. 2003077883
O.P.R.W.C.T.
(REMAINDER OF 5.76 ACRES)
PROPOSED
15' WATER LINE
EASEMENT
L6
P.O.B.
PARCEL 14E
PART 2
N=10,193,781.66
E=3,205,129.23
STA. 62+38.58
135.83' RT
EXISTING R.O.W.
(N71°00'00"E 444.68')
S68°29'54"W 376.32'
CR 367
(R.O.W. WIDTH VARIES)
EXISTING R.O.W.
P.O.C.
PARCEL 14E
PART 2
(S19°00'00"E 559.38')
N21°30'06"W 559.54'
MATCHLINE PAGE 6 OF 7
W. J. BAKER SURVEY
ABSTRACT NO. 65
ENGINEER'S BASELINE CURVE DATA
PI NORTHING = 10,193,988.96
PI EASTING = 3,204,900.23
PI STATION = 65+13.06
DELTA = 5°54'41" (RT)
DEGREE OF CURVE = 0°42'58"
TANGENT = 413.06'
LENGTH = 825.39'
RADIUS = 8,000.00'
CHORD BEARING = N18°33'42"W
CHORD = 825.03'
PC STATION = 61+00.00
PT STATION = 69+25.39
LINE TABLE
LINE | BEARING | DISTANCE
L5 | N20°55'47"W | 21.35'
L6 | N68°29'54"E | 21.29'
McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
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PARCEL 14E
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS
DATE: SEPTEMBER 2021
SCALE: 1"= 50'

**Commissioners Court - Regular Session** **57.**

**Meeting Date:** 10/05/2021

Relocation Claim - Sam Bass Rd.

**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 1 claim for moving expenses related to the right of way acquisition on Parcel 13. Funding Source: Road Bonds P462 Unit D07 John MacMillan

### Background

## Fiscal Impact

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

## Attachments

Relocation Claim

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 10:07 AM |
| Form Started By: Charlie Crossfield | | Started On: 09/30/2021 09:48 AM |
| Final Approval Date: 09/30/2021 | | |

# CLAIM FOR ACTUAL MOVING EXPENSES

**Print or Type All Information**

| 1. Name of Claimant(s) | Parcel No: 13 | County: Williamson |
|---|---|---|
| John MacMillan | | Project: Corridor H/Sam Bass Rd |

☒ Individual Storage Unit #D07

2. Address of Property Acquired by Williamson County:
4700 Sam Bass Road
Round Rock, Texas 78681

Claimant's Telephone No.: [redacted]

3. Address Moved To:
5 Star Boat and RV Storage
5201 Ranch to Market Rd. 2243
Georgetown, Tx 78628

4. Occupancy of Property Acquired by Williamson County:
From (Date): April 2018 To (Date of Move): August 2021
☐ Owner/Occupant ☒ Tenant

5. Distance Moved: 5 Miles

7. Mover's Name and Address:
Self-Move based off approved fee schedule

| 6. Controlling Dates | Mo. | Day | Yr. |
|---|---|---|---|
| a. First Offer in Negotiation | 05 | 11 | 2020 |
| b. Date Property Acquired | 05 | 29 | 2021 |
| c. Date Required to Move | 11 | 30 | 2021 |

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

| 9. Amount of Claim: | |
|---|---|
| a. Moving Expenses | $300.00 |
| b. Reestablishment Expenses | $N/A |
| c. Searching Expenses | $N/A |
| d. Tangible Property Loss | $N/A |
| e. Storage | $N/A |
| f. Temporary Lodging | $N/A |
| **g. Total Amount** | **$300.00** |

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.

Signature Claimant

Date of Claim: 9/13/21

Signature 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 $ 300.00 9-23-2021

Date

Relocation Agent

Date

Williamson County Judge

| Parcel 13 Sam Bass Road | | | Displacee Name John MacMillan |
|---|---|---|---|
| Tenant Personal Property Relocation Estimate | | | Unit Number D07 |
| | | | Comments: |
| Type of Property | | Buehler | [redacted] |
| | | cost per each | |
| | | | |
| Passenger Vehicles | | $250.00 | |
| Covered Trailers | | $250.00 | |
| Flatbed Trailers | | $250.00 | |
| | | | |
| Various Boats with Trailers | | $300.00 | |
| Motorhome Bus | | $500.00 | |
| Motorhome | | $400.00 | |
| Box Truck | | $450.00 | |
| Food Truck | | $450.00 | |
| Travel Trailers All Sizes | | $400.00 | |
| 8' X 8' Storage Bins (contents only) | | $850.00 | |
| Slide in Truck Camper | | $350.00 | |
| Office Trailer | | $650.00 | |

# CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: John MacMillan

Unit/Space #: D7

**Individuals, Families and Unincorporated Businesses or Farming Operations**

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

**or**

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

_____ Date: 7/28/21
Signature

_____ Date:
Signature

**Incorporated Business, Farm or Nonprofit Organizations**

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

**N/A**

_____ Date:
Claimant

**PLEASE COMPLETE, SIGN, DATE AND RETURN**

Unit D07
Vacancy Picture

# Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # D07

Name John MacMillan

Phone 512-826-8709

Email jb_macmillan@hotmail.com

| Date | Comments |
|---|---|
| 8-15-2021<br><br>9-9-2021 | John MacMillan called and I explained his relocation benefits. He has a bot and is eligible for $300. He said he would let me know when he moved.<br>Received call from Mr. MacMillan that had moved. |
| 9-10-2021<br>9-20-2021<br>9-23-2021 | Prepared claim forms and sent to Mr. MacMillan to sign.<br>Received claim forms back from Mr. MacMillan, Verified vacancy.<br>Prepared claim and sent to S & C for approval and payment |
| | |
| | |
| | |
| | |

**Commissioners Court - Regular Session** **58.**

**Meeting Date:** 10/05/2021

FY22 Budget Policy Document

**Submitted By:** Ashlie Holladay, Budget Office

**Department:** Budget Office

**Agenda Category:** Regular Agenda Items

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## Information

### Agenda Item

Discuss, consider and take appropriate action on the FY 2021-2022 Budget Policy document.

### Background

The court previously approved changes to pages 6, 7 and 8 leaving highlighted items on page 9 for consideration.

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## Fiscal Impact

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

## Attachments

FY22 Budget Policy

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 09/29/2021 11:35 AM |
| Form Started By: Ashlie Holladay | | Started On: 09/28/2021 11:10 AM |
| Final Approval Date: 09/29/2021 | | |

# *WILLIAMSON COUNTY*
# *BUDGET POLICY*

*The stewardship of public funds is one of the greatest responsibilities the Commissioners Court is tasked with. Therefore, the establishment and maintenance of budget policy is critical to ensure County officials protect public interests and promote citizens' confidence in County government…*

## I. General Policies

1. Williamson County will operate on a fiscal year which begins on October 1st and ends on September 30th.

2. Williamson County will continuously identify areas within the County for evaluation in order to improve efficiency and manage costs.

3. Cost/Benefit studies will be conducted, where appropriate and applicable, on non-recurring and recurring expenditures as well as capital projects.

4. All recurring budget items shall be funded in the general fund or road and bridge fund operating accounts/funds. These budget items shall be funded from revenue generated by the annual maintenance and operations general fund and road and bridge fund property tax levy. Recurring expenditures are defined as items that are ongoing in nature or routine. Examples include personnel and related expenses, utilities and/or fuel, etc. Recurring items shall NOT be budgeted for with excess fund balance/cash reserve funds.

5. Approved annual budgets, with amendments as approved by the Commissioners Court, are the management control device utilized by the County. Annual appropriated budgets are adopted for the General, Road and Bridge and Debt Services Funds and lapse at fiscal year end.

6. Each department should make every effort to manage expenditures in a fiscally prudent manner. All programs should be monitored on a regular basis to ensure viability, necessity and efficiency.

7. Proposed expenditure recommendations shall include the following:

    a. General Fund operating and maintenance expenditures
    b. Road and Bridge Fund operating and maintenance expenditures
    c. Debt Service Fund expenditures
    d. Any additional information as requested by the Court

8. Technology requests should increase the efficiency of County government by improving the delivery of service, reducing duplication of data, increasing the accuracy of data, consolidating data entry efforts, reducing the necessity to add staff in future years, improving security and privacy, or be required because of a new statutory requirement.

9. Furniture shall be replaced only when a demonstrated need has been presented and not in conjunction with transitioning into a new building and/or new personnel assuming an existing position in which furniture has previously been provided.

10. In order to maintain efficient and cost-effective services to the citizens of Williamson County, all budget requests are recommended to be prepared from the modified, zero-based budgeting process justifying the proposed expenditures as well as utilizing the most current information and trend analysis.

11. Williamson County seeks to advance economic development within the County. The Court will continuously support efforts to advance economic prosperity of the County when it finds that such efforts are in the best interest of the County and its citizens.

12. The Court at all times will attempt to maintain or lower the present tax rate.

13. Lame Duck Policy – Should an elected official not seek re-election or not be re-elected, 75% of the departmental budget will be encumbered to limit spending to 25%, equal to the time remaining in office. This is in accordance with Texas Local Government Code 130.908.

14. Funding will not be recommended to purchase items supporting or promoting any causes outside of core county duties.

## II. Revenue and Transfer Policies

1. Williamson County will establish user charges and fees as permitted by law at a level related to the cost of providing that service to include direct and indirect costs.

2. When necessary, Williamson County will permit increases or decreases in user charges and fees. These charges and fees should be monitored and re-evaluated annually by each department head and/or elected official.

3. The County shall continuously seek public and private grants as well as other outside funding sources.

4. Williamson County allows a department head, appointed/elected official or his/her designee to request line-item transfers throughout the fiscal year. Pursuant to Local Government Code Section 111.070, the Commissioners Court may spend County funds only in strict compliance with the budget. The Commissioners Court by order may amend the budget to transfer an amount budgeted for one item to another budgeted item without authorizing an emergency expenditure.

5. Line-item transfers between 8000 accounts, merit 001130 and salary lines for the purpose of merit money allocation and re-allocation are initiated by Human Resources, forwarded to the Budget Office and completed by the Auditor's Office. These transfers will be placed on the agenda as needed for Commissioners Court approval/review.

6. Line-item transfers in the amount of $500 or less may be e-mailed directly to the Budget Office and are not required to be placed on the agenda unless:

    a. The transfer is to purchase items requested but not recommended or approved in the budget
    b. To simply increase overall funding in a particular line item

## III. Reserve Policies

1. Williamson County will maintain adequate levels of fund balance to mitigate current and future risks, maintain an exceptional bond rating, and for long-term planning.

2. It is imperative that all department heads as well as elected officials continuously review expenditures to ensure fiscal responsibility.

## IV. Budget Amendment Policies

1. Pursuant to Local Government Code, Section 111.070 (b), the Commissioners Court may authorize an emergency expenditure as an amendment to the original budget only in case of a grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention.

2. All budget amendments must be placed on the regular agenda for consideration by the Commissioners Court and any amendments creating an increase in budgetary commitment for the next fiscal year shall be specifically noted.

3. The re-appropriation at the beginning of a fiscal year of funds committed under valid purchase orders of the County but unspent by September 30th of the prior fiscal year require a budget amendment from fund balance. These amendments are few in nature and will be made on a case-by-case basis. These budget amendments have no net effect on spending but simply change the accounting year for expenditures.

## V. Capital Improvement Policies

1. Capital improvement projects include major equipment, software purchases as well as construction and remodeling requiring extensive funding.

2. Each department is encouraged to update their capital projects plan for the next five years so the Budget Officer may consolidate these into a five-year Capital Improvement Plan. Departments in a common functional area should cooperate in planning for capital projects affecting the entire function of that particular area. Budgeting and allocation of funds for capital projects will be made on the basis of long-term planning.

3. Capital improvement projects may be paid from current revenues, cash reserves or bonds. Bonds or other forms of debt will normally be used for capital projects when appropriate.

4. The selection of furniture, fabrics, color choices and/or materials used in the construction/remodeling of Williamson County facilities will be made by the Williamson County Facilities Division subject only to the Williamson County Commissioner Court's authority to override or otherwise modify such selection decisions pursuant to the Williamson County Commissioners Court's facilities powers, as is conferred by the Constitution and the laws of the State of Texas. Every effort will be made to maintain a professional appearance and provide uniformity and standardization in Williamson County facilities. Funding, where applicable, for the above-mentioned facility enhancements may reside in the Williamson County Facilities departmental budget.

5. The selection of flooring, paint, lighting, HVAC and electrical facility enhancements in individual/personal offices will be made by the Williamson County Facilities Division subject only to the Williamson County Commissioner Court's authority to override or otherwise modify such selection decisions pursuant to the Williamson County Commissioners Court's facilities powers, as is conferred by the Constitution and the laws of the State of Texas. Every effort will be made to maintain a professional appearance and provide uniformity and

standardization in these areas. Funding, where applicable, for the above-mentioned facility enhancements may reside in the Williamson County Facilities departmental budget. All facility changes / structural modifications must have the approval of the Facilities Department.

6. Life cycle replacements, defined as a capital improvement analyzed for life cycle efficiency with a scheduled end of life, will be evaluated for the following:

    - Expected life of the replacement equipment
    - Age of current equipment being replaced
    - Repair dollars spent YTD
    - Issues with current system/equipment
    - Cost / Benefit of replacement
    - Phase in Approach vs. All at Once Funding
    - Cost savings of replacement item
    - Recurring costs associated with replacement item
    - External resources required to support replacement item to include external agencies, maintenance contract agreements and/or internal departments

## VI. Personnel Policies

1. It is the priority of the Court to provide adequate and qualified staffing for offices and departments while ensuring efficiency. Requests for staff should be made only for new programs and/or upon demonstrated increases in service requirements that cannot be met with improved technology or changes in procedures.

2. Positions will only be recommended and approved when a verifiable need is demonstrated. Complete documentation to include any applicable and verifiable statistics, metrics, compliance requirements, job description, etc. should be provided at the time of the request.

3. The Court encourages and supports the allocation of funding to ensure the County's work force is properly trained. It is recommended that all department heads as well as elected officials additionally support reasonable continuing education requests.

4. The Court strives to ensure, where possible and practical, that employee compensation will be competitive with other similarly situated counties and/or local municipalities.

5. The Budget Office will maintain a budget on each position in an effort to identify "excess" funds available for the purpose of recruiting, re-classifications and re-

organizations. Position control will be utilized on all salary line items with the exception of line item 001107, Temporary and Seasonal. Monies remaining in a salary line due to a position being vacant may not be used to increase a position's salary/rate of pay but may be used to pay out leave time when a position is vacated.

6. All newly created civilian (non-law enforcement) positions will be funded at the minimum of the pay grade.

7. All law enforcement positions on the L or the C chart will be funded at the bottom of the grade plus a one-step increase to account for the six-month bump as allowed by policy.

8. Re-classifications will be funded in accordance with current policy.

9. Merit funding (object code 001130) may only be used for merit performance/purpose in accordance with current policy. All merit funding (greater than $1.00) remaining in salary line 001130 will roll forward each fiscal year. Merit funds, once allocated to a position, may not be moved back into the merit line, object code 001130. Merit funding/calculations are based on all filled/unfilled, full-time/part-time position-based slots. Merit and COLA will be applied to Conversions. New positions are excluded from merit funding but allowed up to a 5% merit increase after 90 days.

10. Equipment/Supplies requested in the budget in conjunction with special teams/operations will not be funded from the general fund budget unless expressly authorized/approved by the Commissioners Court. Likewise, line-item transfer requests for a similar purpose may be denied.

11. Recommended pay changes will be applied as follows:

    MERIT will be applied to:

    a. Actual Salary as of the last pay period in March if a position is filled
    b. The budget on the position as of the last pay period in March if position is vacant
    c. Merit will not be funded on new positions

    COLA will be applied to:

    a. Actual Salary as of the last pay period in March if a position is filled
    b. The budget on the position as of the last pay period in March if position is vacant
    c. COLA will be applied to new positions

    Application of increases will occur in this order: Re-class, COLA and then merit

12. Regardless of funding source, the Commissioners Court has express authority to set all compensations/salaries for Williamson County positions.

13. Funding may be requested via the budget process for known "Succession Planning". In the event an existing FTE submits a letter of intent to separate employment with Williamson County and funding is necessary to bring in a replacement prior to the departure of the existing FTE, funding may be available. Succession planning/funding applies as follows:

    - Applies to any position directly supervised by an elected official, appointed official, senior director or the commissioners court
    - Official letter of intent to depart/resign/retire must be received from/by the above
    - Maximum funding of 2 weeks (80 hours, five 8-hour days per week) for shadowing/training prior to current FTE departure
    - Maximum funding of 4 additional weeks (160 hours, five 8-hour days per week) to allow for accrual payouts (only if funding is not already available in the salary line due to attrition). Vacancy dollars will be applied first
    - Maximum total funding of 6 weeks' pay (240 hours, five 8-hour days per week)
    - Funding will be based on the current rate of pay for the current FTE and will include fringe/benefits as applicable
    - Once a new hire is in place, he/she will move into the existing FTE slot while the current FTE will move into the succession slot
    - Succession funding/dollars may not be transferred for any other purpose
    - Internal candidates/promotions are not eligible for succession planning funding

14. Allowable overtime funding as approved by Commissioners Court includes the following:
    - Mobile Outreach
    - Facilities
    - EMS / Tobacco HUG
    - Emergency Management
    - HazMat/Fire Marshal
    - All Constable Offices
    - Sheriff's Office
    - Corrections
    - 911 Communications
    - Juvenile Services
    - Unified Road System
    - WC Radio Communication System (RCS)
    - Wireless Communications

Merit monies will be applied to all OT if a) merit is funded/awarded by the court and b) if merit is not designated as a lump sum or one-time payment.

## VII. Fleet Policies

1. Vehicle and heavy equipment replacement funding will be allocated to each department when necessary in accordance with the Fleet Management Replacement Program. Vehicle and heavy equipment replacement recommendations will be reviewed for the following:

    a. Miles or hours as applicable
    b. Maintenance
    c. Type of Vehicle / Equipment Requested
    d. Fuel Efficiency
    e. Age of Vehicle
    f. Vehicle / Equipment Utilization

2. Funding will only be recommended for the changing of logo/graphics as vehicles are replaced/retired unless graphics are worn/damaged beyond repair and are no longer visible.

3. For all vehicles, or any county asset/equipment, purchased with county funds, only the name of Williamson County, the Williamson County department name and/or name of the Williamson County Office that such vehicle serves may be displayed on the vehicles. Furthermore, no wraps, paint schemes, insignia, decals or any other types of information or materials promoting any third party causes/organizations/companies (save and except the brand name of the actual vehicle or equipment that is placed on the vehicle) or the name of the elected official or department director placed on Williamson County vehicles without the approval of the Williamson County Commissioners Court.

## VIII. Uniform Policies

Uniform funding ***may*** be provided to serve a public purpose i.e. out in the field and for departments/individuals who a) require regular and recurring public contact b) require clear identification to the public or c) where a demonstrated need is created for distinct separation between staff and population i.e. deputy vs. inmate, detention officer vs. population, etc.

The following uniform criteria must be met:

1. The uniform item must be required daily wear by the elected official/department head.
2. A departmental uniform policy must be provided at the time funding is requested to include (but not limited to) quantity of uniforms provided, positions requiring a uniform item, itemization of uniform items and on-going replacement of such items.
3. Uniform items must not be easily converted to everyday wear i.e., jeans, caps, t-shirts (a patch/emblem/logo on the uniform item does not necessarily prevent it from being easily converted).
4. Footwear will only be funded if it is a specialty item required for health and safety i.e., boots for motor units.
5. Funding for outerwear such as jackets and protective gear will only be recommended if an employee's job duties must be performed outdoors on a regular basis and the employee's personal outerwear is not permitted.
6. Shotguns/Rifles will be funded for each deputy if funding is available. Personal glocks/handguns, as well as any associated add-ons to personal handguns, are to be funded/provided by the deputy.

## IX. Equipment / Asset Policies

1.Fitness equipment may be funded from the general fund should the following criteria be met:

a. It is to replace equipment previously donated to the county and accepted by the Commissioners Court as a formal donation
b. It is deemed to be of direct benefit to the taxpayer
c. Job requirements prevent employee from leaving their shift to access fitness equipment elsewhere
d. Job description requires employees the ability to be flexible, to lift large objects or to be physically fit and equipment would assist in this manner, possibly preventing injuries
e. Current fitness equipment resides at the ESOC (as donated when the facility was completed) and the Sheriff's Office (purchased with discretionary funds)

2. Any on-going maintenance and operations funding required for assets acquired through forfeiture or purchased with asset forfeiture funds shall be paid for from asset forfeiture funds unless otherwise approved by Commissioners Court. This includes, but is not limited to, insurance, service agreements, routine maintenance, repairs, training, etc.

**Commissioners Court - Regular Session** **60.**

**Meeting Date:** 10/05/2021

FY 22 Capital Improvement Programs Budget Transfers

**Submitted By:** Tomika Lynce, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on approving funding for the attached projects per the September 21, 2021, item 67 discussion, as well as the September 28, 2021, item 62 discussion.

### Background

This item assigns project numbers and transfers funds where necessary to the projects approved on September 21, 2021, and September 28, 2021.

## Fiscal Impact

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

## Attachments

Approved Projects

Funds Available

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 11:45 AM |
| Form Started By: Tomika Lynce | | Started On: 09/29/2021 07:25 PM |
| Final Approval Date: 09/30/2021 | | |

| Item # | Project # | Project Name | Budgeted Amount | Funding Source |
|---|---|---|---|---|
| N/A | P515 | Judges Quarters and Jury Impaneling room for New District Court-existing project; additional funding only | $ 500,000.00 | FY19 CIP Nondepartmental/FY21 CIP Nondepartmental |
| N/A | P548 | JP4 Hutto Remodel-existing project; additional funding only | $ 2,000,000.00 | 2015 CO Nondepartmental/FY21 CIP Nondepartmental/FY22 CIP |
| 0195 | P570 | Fire/EMS Paging Redundancy | $ 1,100,000.00 | FY22 CIP |
| 0199 | P571 | ESOC Parking Lot Crack Seal/Seal Coat/Stripe | $ 200,000.00 | FY22 CIP |
| 0475 | P572 | SO-Gym Improve Air Quality | $ 300,000.00 | FY22 CIP |
| 0471 | P573 | SOTC-Perimeter Wall and Fence | $ 375,000.00 | FY22 CIP |
| 4025 | P574 | SOTC-Bullet Trap | $ 131,000.00 | FY22 CIP |
| 4114 | P575 | Justice Center S.O. Security and Parking Improvements | $ 2,850,000.00 | FY22 CIP |
| N/A | P576 | FY22 CIP Non-Departmental (15% of total CIP amount) | $ 2,063,731.49 | FY22 CIP |
| 0485 | P577 | New Administration Building | $ 43,000,000.00 | TANS |
| 4007 | P578 | Juvenile Justice Center-Additional Detention Capacity | $ 35,000,000.00 | TANS |
| N/A | P583 | FY22 Flood Plain Match | $ 850,000.00 | FY21 LTP |
| | | | | |
| 0194 | 445P | EMS Generators (Medic 11, Medic 41, Medic 42) | $ 215,000.00 | ARPA |
| 4110 | 445P | CTTC Generators | $ 156,000.00 | ARPA |
| 4112 | 445P | Juvenile Justice Center Generators | $ 825,000.00 | ARPA |
| 4098 | 445P | Jail-South Boiler Room Renovation | $ 678,500.00 | ARPA |
| 4108 | 445P | Jail/SO Building Automation System (BAS) Retrofit | $ 395,000.00 | ARPA |
| N/A | 445P | Fiber Improvement | $ 8,000,000.00 | ARPA |
| N/A | 418P | Bluebonnet | $ 500,000.00 | CARES; transfer from 2.1 Small Business |

Unallocated September 30, 2021 (monies available to be assigned to projects)

2022 CIP: $4,834,422.06

2021 TAN: $122,000,290.48

FY22 LTP R&B: $5,564,168

FY22 LTP GF: $13,877,365

**Commissioners Court - Regular Session** **61.**

**Meeting Date:** 10/05/2021

FY22 Capital Improvement Program

**Submitted By:** Tomika Lynce, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action to approve projects and budgets for the remaining funds in the 2022 Capital Improvement Program, Long Range Transportation (LTP), 2019 Road Bond, Coronavirus Aid, Relief, and Economic Security (CARES) Act and the American Rescue Pan Act (ARPA).

### Background

This item is a continuation from court discussions on 9/21/2021 and 9/28/2021.

## Fiscal Impact

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

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 11:46 AM |
| Form Started By: Tomika Lynce | | Started On: 09/30/2021 07:36 AM |
| Final Approval Date: 09/30/2021 | | |

**Commissioners Court - Regular Session** **62.**

**Meeting Date:** 10/05/2021

**Submitted By:** Becky Pruitt, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on required resolution to nominate John Lux to the Williamson Central Appraisal District Board of Directors.

### Background

John Lux is Williamson County's current representative on the WCAD Board of Directors. He would like to continue to be a part of the WCAD Board of Directors.

## Fiscal Impact

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

## Attachments

Election Form

## Form Review

Form Started By: Becky Pruitt Started On: 10/01/2021 01:37 PM

Final Approval Date: 10/01/2021

# 2022-2023
# BOARD OF DIRECTORS ELECTION
# GENERAL INFORMATION SHEET

**Name:** _____

*(Please print name as you wish it to appear on nameplate, if elected)*

***** Dear <u>Taxing Unit</u>: This document was created for your purposes and should be used to verify the qualifications of nominees.**

***** Dear <u>Applicant</u>: If you, for any reason, do NOT meet the qualifications listed in this document, please contact your nominating taxing unit immediately.**

*Pursuant to Section 6.03 of the Texas Property Tax Code:*

1. **Are you an employee of a taxing unit in Williamson County?** *(This includes part-time employment. If you need a list of taxing units, please contact the appraisal district office.)* **Yes** ☐ **No** ☐

***** Note: If you answered YES and do not meet the qualifications listed in #2 below, please contact the nominating taxing unit immediately.**

2. **If you answered YES, are you also a member of the governing body or elected official of that taxing unit?** **Yes** ☐ **No** ☐

***Note: An employee of a taxing unit that participates in the CAD is not eligible to serve on the Board of Directors, unless that individual is also a member of the governing body of the taxing unit or an elected official of a taxing unit.***

*Pursuant to Government Code Chapter 573:*

3. **Is any relative of either you or your spouse employed by the Williamson Central Appraisal District in any capacity, or a member of the WCAD Appraisal Review Board?** **Yes** ☐ **No** ☐

*If yes:*

**Relative's Name:**_____

**Relative's Address:**_____

**Degree of Relationship:**_____

**WCAD Position:**_____

***Note: An answer of "Yes" may disqualify you, depending on the relative's position and the degree of relationship. Please check with your nominating taxing unit.***

*Pursuant to Section 6.03 of the Texas Property Tax Code:*

4. **Are you a resident of Williamson County?** **Yes** ☐ **No** ☐

5. **How long, in years, have you resided in Williamson County?** _____

***Note: To be eligible to serve on a Board of Directors, an individual must have resided in the CAD for at least two years immediately preceding the date of taking office. This requirement does not apply to a County TAC serving as a non-voting Director.***

***(Continued on next page)***

6. **Have you appraised property for compensation for use in proceedings or represented property owners for compensation in proceedings in Williamson County at any time within the preceding three years?** **Yes** ☐ **No** ☐

   ***Note: A person who has appraised property for compensation for use in proceedings or represented property owners for compensation in proceedings in the CAD at any time within the preceding three years is ineligible to serve on the Board of Directors.***

7. **Have you owned property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date you knew or should have known of the delinquency unless?**
   - **The delinquent taxes and any penalties and interest are being paid under an installment payment agreement**
   - **A suit to collect the delinquent taxes is deferred or abated**

   **Yes** ☐ **No** ☐

   ***Note: To be eligible to serve on the Board of Directors, a member must NOT own property on which delinquent taxes have been owned to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless the individual meets one of the criteria listed above.***

8. **Have you contracted with the appraisal district, or on a tax related matter with a taxing unit served by the appraisal district, or do you have a substantial interest in a business that contracts with the appraisal district or a taxing unit served by the appraisal district?**

   **Yes** ☐ **No** ☐

   ***Note: A person who contracts with the appraisal district or on a tax related matter with a taxing unit served by the appraisal district or who has a substantial interest in a business that contracts with either the appraisal district or a taxing unit served by the appraisal district is ineligible to serve on the Board of Directors.***

*****IF YOU NOTED ANY REASON YOU MAY NOT MEET THE QUALIFICATIONS LISTED ABOVE, PLEASE CONTACT YOUR NOMINATING TAXING UNIT IMMEDIATELY.**

_____ _____

**Signature of Applicant** **Date**

***(Continued on next page)***

**Applicant Information:**

**Home Address:** _____

_____

**Business Address:** _____

_____

**Home Phone:** _____ **Email:** _____

**Business Phone:** _____

**Cellular Phone:** _____

**Emergency Contact Name:** _____

**Phone:** _____

**Relationship:** _____

**IF ELECTED, where do you want to receive hand deliveries (when necessary)?**

_____

**IF ELECTED, where do you want to receive mail?** _____

_____

**IF ELECTED, do you want your address and phone number kept confidential?**
**Yes** ☐ **No** ☐

_____ _____

**Signature of Presiding Officer** **Date**

**Meeting Date:** 10/05/2021
Executive Session
**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond
**Department:** Road Bond
**Agenda Category:** Executive Session

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**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 Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
i) Discuss the acquisition of real property for CR 111.
j) Discuss the acquisition of real property for Corridor H
k) Discuss the acquisition of real property for future SH 29 corridor.
l) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
m) Discuss the acquisition of right-of-way for Corridor C.
n) Discuss the acquisition of right-of-way for Corridor F.
o) Discuss the acquisition of right-of-way for Corridor D.
p) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
q) Discuss the acquisition of right-of-way for Reagan extension.
r) Discuss the acquisition of real property near Justice Center.
s) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
t) Discuss the acquisition of the MKT Right of Way
u) Discuss acquisition of drainage easement in relation to County Road 176
v) Discuss acquisition of right of way for Corridor E.

B. Property or Real Estate owned by Williamson County
Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)

c) Discuss property usage at Longhorn Junction
d) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
e) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
f) Discuss the sale of property located at 900 S Main St., Taylor, 76574

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

D. Discuss the Cobb Cavern Conservation Easement Amendment and potential acquisition.

**Background**

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**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 10:11 AM |
| Form Started By: Charlie Crossfield | | Started On: 09/30/2021 10:07 AM |
| Final Approval Date: 09/30/2021 | | |

**Commissioners Court - Regular Session** **64.**

**Meeting Date:** 10/05/2021

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) Project Crystal
c) Project Winston
d) Project Solo
e) Project Stamp
f) Project Red Hot Chili Pepper
g) Project Nirvana
h) Project Sound garden
i) Project Def Leopard
j) Project Flex Power

### Background

## Fiscal Impact

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

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 09/30/2021 10:12 AM |

Form Started By: Charlie Crossfield Started On: 09/30/2021 10:08 AM

Final Approval Date: 09/30/2021