

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONERS COURT**  
**May 31, 2022**  
**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 a line item transfer for Non-Departmental.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Contingencies	\$15,000.00
To	0100-0409-004015	Admin/Service Fees	\$15,000.00

4. Discuss, consider and take appropriate action on a line item transfer for Non-Departmental.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Contingencies	\$25,000.00
To	0100-0409-004419	Property Insurance	\$25,000.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles > \$5,000	\$60,000.00
To	0100-0540-004541	Vehicle Repairs & Maintenance	\$60,000.00

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

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100-0540-005000	Capital Outlay > \$5,000	\$2,500.00
From	0100-0540-004211	Telephone Services	\$2,000.00
From	0100-0540-004350	Printed Materials	\$1,400.00
From	0100-0540-005700	Vehicles > \$5,000	\$2,500.00
From	0100-0540-003011	Computer Software	\$3,500.00
To	0100-0540-005741	Computer Software >\$5,000	\$11,900.00

7. Discuss, consider, and take appropriate action on a line item transfer for the County Attorney's Office.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100-0475-003010	Computer Equipment	\$2,500.00
To	0100-0475-004932	Trial Expenses	\$2,500.00

8. Discuss, consider, and take appropriate action on a line item transfer for the Corrections Department.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100.0570.003316	Medical/Hospital	\$112,000.00
To	0100.0570.003307	Pharmaceuticals	\$112,000.00

9. Discuss, consider and take appropriate action on a line item transfer for the Tax Assessor/Collector's Office.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100-0499-003120	Printer Supplies	\$2,000.00
To	0100-0499-003011	Computer Software	\$2,000.00

10. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
11. Discuss and take appropriate action to establish an additional \$100 cash drawer for Recording Division of the County Clerk's office.
12. Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 thru 05/26/2022 for the Williamson County Tax Assessor/Collector.
13. Discuss, consider and take appropriate action on authorizing the disposal of various county equipment assets through Auction including one (1) Fujitsu fi-6770 PA03576-B005 printer/scanner, pursuant to Tx. Local Gov't Code 263.152.



14. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) assets through Auction including one (1) 2012 Chevy Tahoe Vin #4014, one (1) 2014 Chevy Tahoe VIN# 4463 and one (1) 2003 Ford F-450 VIN# 9408, pursuant to Tx. Local Gov't Code 263.152.
15. Discuss, consider and take appropriate action to approve Justice of The Peace, Pct. 1, April 2022 Monthly Report, in compliance with Code of Crim Proc. §103.005.
16. Discuss, consider and take appropriate action regarding the evidence provided by Constable Matthew Lindemann showing that he is a licensed peace officer in the State of Texas as required by the Texas Local Government Code, Title 3 (Organization of County Government), Subtitle B (Commissioner's Court and County Officers), Chapter 86 (Constable), Subchapter A (General Provisions), Sec 86.0021. (Qualifications; Removal).
17. Discuss, consider and take appropriate action on appointing Cheryl Williams to the Williamson County Child Welfare Board.
18. Discuss, consider, and take appropriate action on approving the purchase of an ultrasound machine from BFLY Operations, Inc. DBA Butterfly Network in the amount of \$3,444.00, and authorizing execution of the Master Service Agreement.
19. Discuss, consider, and take appropriate action on approving purchase of Indigent Claims Processing Software from Indigent Healthcare Solutions, LTD in the amount of \$4,715.00 per month, and exempting the procurement of such services from the competitive bidding requirements pursuant to Texas Local Government Code Discretionary Exemption 262.024(a)(2) - an item necessary to preserve the health and safety of the residents of Williamson County, and authorizing the execution of the agreement.
20. Discuss, consider and take appropriate action on a Consent to Contract Assignment between Stryker Sales Corporation as assignor, and Stryker Sales LLC, as assignee, in relation to a Williamson County contract.
21. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Electronic Patient Care Reporting (ePCR) for Emergency Medical Services (EMS), under RFP #22RFP122.
22. Discuss, consider, and take appropriate action on awarding Radio System Enhancement Support to the highest scoring respondent, Mission Critical Partners, LLC, to evaluate the status of the radio communications system as well as potential enhancements to improve reliability and interoperability, in the amount of \$29,847.00, under RFP #22RFP64.
23. Discuss, consider and take appropriate action on approving revised agreement for RFP #22RFP79 Broker of Record for Risk Coverage with McGriff Insurance Services, Inc., originally approved on 05.24.2022 under agenda item #9, and authorizing the execution of the agreement.
24. Discuss, consider and take appropriate action on Chasco Constructors, Change Order No. 2 for the Williamson County Expo Roof Repairs (P566) This change order is for additional scope items not included in the original lump sum price. This is a No-Cost change order with funding from "Scope Remaining to Procure."
25. Discuss, consider and take appropriate action on Supplemental Agreement No. 2 to Work Authorization No. 1 under Agreement for Planning, Design & Engineering Services, between RVE, Inc. dba RVi Planning + Landscape Architecture and Williamson County, dated August 4, 2020, for Architectural Services at Brushy Creek Regional Trail Extension along Harry Man Road. Funding Source will be P551.

26. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between Surveying And Mapping, LLC and Williamson County dated May 19, 2020 for On Call Professional Surveying Services. This supplemental is to extend the expiration date to May 31, 2024. Funding source: 01.0200.0210.004150.
27. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 7 under Williamson County Contract between Surveying And Mapping LLC and Williamson County dated May 19, 2020 for Design Survey & ROW delineation within Durham Park Subdivision Phase 2A/2B. This supplemental is to extend the expiration date to May 31, 2023. Funding source: P498.
28. Discuss, consider and take appropriate action on approval of the preliminary plat for the Santa Rita Ranch Phase 6 subdivision – Precinct 2.
29. Discuss, consider and take appropriate action on approval of the final plat for the Cool Water Phase 4 Section 1 subdivision – Precinct 4.
30. Discuss, consider and take appropriate action on approval of the final plat for the Taylor Ranchettes subdivision – Precinct 4.

## **REGULAR AGENDA**

31. Consider and take appropriate action in support of the Williamson County District Courts' application to the Texas Office of Court Administration for a grant to fund the Williamson County District Court Backlog Action Plan.
32. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Williamson County Municipal Utility District No. 19F and the County of Williamson, Texas.
33. Discuss, consider, and take appropriate action on awarding Wrecker Management and Dispatch Services to AutoReturn US, LLC under RFP #22RFP80 and authorizing the execution of the agreement.
34. Discuss, consider and take appropriate action on awarding RFP #22RFP62 Inmate Telephones, Video Visitation, and Digital Mail Service to the highest scoring proposer, NCIC Communications, Inc., and authorize execution of the agreement.
35. Hear update, conduct deliberations, and take any appropriate action relating to potential organizational restructuring, personnel movement, management structure, budget implications and/or adjustment of business and operating processes relating to Law Enforcement Emergency Communications and Fire & EMS Emergency Communications for Williamson County.
36. Discuss, consider, and take appropriate action on awarding a Professional Services Agreement through RFQ #21RFSQ2 for Design and Engineering Services to renovate the hot water and exhaust system at the existing South Jail Facility to Talex Inc., Engineers in the amount of \$264,000.00, and authorize execution of the agreement.
37. Discuss, consider, and take appropriate action on awarding IFB #22IFB102 Contract Mowing for County Right of Way to the lowest and best bidder, RHB Construction, Inc., in the amount of \$233,752.60.

38. Discuss, consider, and take appropriate action on approving the quote between Blades Group, LLC and Williamson County for RA-BLK Road Rescue Asphalt Repair, in the amount of \$136,400.00, pursuant to BuyBoard Contract# 612-20 and authorizing the purchase.
39. Discuss, consider, and take appropriate action on executing the Professional Service Agreements (PSAs) for RFQ #21RFSQ14 Design and Engineering Services for Small Drainage and Small Roadway Projects for Williamson County and Road and Bridge Division with the recommended firms: Gray Engineering, K. Friese & Associates, KC Engineering, Inc., B2Z Engineering, LLC and Lockwood, Andrews & Newman (LAN), Inc., on an on-call basis.
40. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission required as part of the Due Diligence Environmental Investigations on the Ronald Reagan Extension Project, a Road Bond Project in Commissioner Pct. 3 and Pct. 4 - Project Number P238.
41. Discuss, consider and take appropriate action on approving a 2019 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to transfer \$300,000.00 from P399 (2019 Road Bond Non-Departmental) to P374 (Thrall Street) in the amount of \$100,000.00 and P392 (Southeast Loop Segment 2) in the amount of \$200,000.00.
42. Discuss, consider and take appropriate action on a Resolution of No Objection to an application for federal tax credits for the development of the Preserve at Mustang Creek.
43. Discuss, consider and take appropriate action on a real estate contract with Stephen T. Walker and Candice M. Walker for right of way needed on the SE Loop Segment 2 project (Parcel 48). Funding Source: TANS- ROW P588
44. Discuss, consider and take appropriate action on a development agreement with LSBDD Round Rock 118, LLC for a proposed affordable multifamily development project at 1425 CR 118

#### **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)."***

45. 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 332
    - 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 Bud Stockton Extension.
    - g) Discuss the acquisition of real property for CR 305/307.
    - 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 right-of-way for Hero Way.
- 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 right of way for Corridor E.
- v) Discuss acquisition of right of way for County Road 245.
- w) Discuss acquisition of right of way for CR 401/404.
- x) Discuss acquisition of right of way for Liberty Hill Bypass.

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
- g) Discuss the sale of 106 Dana Drive, Hutto, Texas
- h) Discuss the sale of property located adjacent to the existing Williamson County EMS Bay/SO and MOT building at 1801 E. Settlers Boulevard, Round Rock, Texas

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.

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

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

- a) Project Red Hot Chili Pepper
- b) Project Flex Power
- c) Project Pearson Ranch
- d) Project Fittipaldi
- e) Project Venture
- f) Project 007
- g) Project Acropolis
- h) Project Crystal Lagoon
- i) Project Phantom
- j) Project World

47. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per Section 551.071, Texas Government Code, "Consultation with Attorney"), including the following:

**a. General:**

1. Litigation or claims or potential litigation or claims against the County or by the County
2. Status Update-Pending Cases or Claims
3. Employee/personnel related matters
4. 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.

**b. Litigation:**

1. 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
2. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al.; In the District Court of Williamson County, Texas
3. Civil Action No. 1:20-cv-00842; SonWest Co. v. J. Terron Evertson, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division
4. 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
5. 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
6. 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
7. 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
8. 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
9. 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
10. Civil Action No. 1:21-00481-LY; 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
11. 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
12. 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
13. Civil Action No. 5:21-cv-1223-FB; Isabel Longoria and Cathy Morgan v. Warren K. Paxton et al.; In the United States District Court for the Western District of Texas, San Antonio Division
14. Cause No. 22-0159-C395; Gary Watsky v. Williamson County Sheriff Mike Gleason et al.; In the 395<sup>th</sup> District Court of Williamson County, Texas
15. Cause No. 2022CI0574; Chris Noel Carlin v. Jacquelyn F. Callanen, et al.; 408th District Court, Bexar County, Texas
16. Cause No. 22-0372-C425; Ryan Gallagher, Contestant v. Bill Gravell, In his official capacity as Williamson County Judge; 425th Judicial District Court, Williamson County, Texas
17. Cause Number: 3SC-22-0044; James M. Martin and Rebecca S. Martin v. Williamson County Regional Animal Shelter; In The Justice Court Precinct Three of Williamson County, Texas
18. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division

**c. EEOC/TWC matters:**

1. EEOC Charge #451-2021-00812 – S.H.
2. EEOC Charge #451-2021-00920 – K.B.
3. EEOC Charge #451-2021-01357 – J.G.
4. EEOC Charge #451-2021-01145 – G.H.

5. EEOC Charge #451-2021-01742 – J.R.

**d. Claims:**

1. Property damage claim by Erica Walls

**e. Other:**

1. 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.
2. Legal matters pertaining to the Emergency Communications Department.
3. Legal matters pertaining to the GardaWorld contract.
4. Legal matters pertaining to Solara at Highland Horizon Condominium Project
5. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders

48. 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).

49. 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)

50. Discuss and take appropriate action concerning economic development.

51. Discuss and take appropriate action concerning real estate.

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

**a. General:**

1. Litigation or claims or potential litigation or claims against the County or by the County
2. Status Update-Pending Cases or Claims
3. Employee/personnel related matters
4. 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.

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Division

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4. EEOC Charge #451-2021-01145 – G.H.
5. EEOC Charge #451-2021-01742 – J.R.

**d. Claims:**

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**e. Other:**

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4. Legal matters pertaining to Solara at Highland Horizon Condominium Project
5. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders

53. 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.
54. Comments from Commissioners.

- 55.** 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 27th day of May 2022 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:** 05/31/2022

Line Item Transfer

**Submitted For:** Bill Gravell

**Submitted By:** Andrea Schiele, County Judge

**Department:** County Judge

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for Non-Departmental.

**Background**

This line item is used to pay the fees for our third party administrator to handle liability claims for the County.

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**Fiscal Impact**

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From	0100-0409-004998	Contingencies	\$15,000.00
To	0100-0409-004015	Admin/Service Fees	\$15,000.00

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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

Budget Office

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 05/26/2022

**Reviewed By**

Saira Hernandez

Becky Pruitt

**Date**

05/26/2022 11:43 AM

05/26/2022 11:45 AM

Started On: 05/24/2022 11:34 AM

**Commissioners Court - Regular Session**

4.

**Meeting Date:** 05/31/2022

Line Item Transfer

**Submitted For:** Bill Gravell

**Submitted By:** Andrea Schiele, County Judge

**Department:** County Judge

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for Non-Departmental.

**Background**

Additional funds are needed to pay for new properties to be added to the County policy.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100-0409-004998	Contingencies	\$25,000.00
To	0100-0409-004419	Property Insurance	\$25,000.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

Budget Office

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 05/26/2022

**Reviewed By**

Saira Hernandez

Becky Pruitt

**Date**

05/26/2022 11:43 AM

05/26/2022 11:45 AM

Started On: 05/24/2022 11:39 AM

**Commissioners Court - Regular Session**

5.

**Meeting Date:** 05/31/2022

Vehicle Repair LIT

**Submitted By:** Michael Knipstein, EMS

**Department:** EMS

**Agenda Category:** Consent

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**Information**

**Agenda Item**

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

**Background**

Line item transfer to cover cost of vehicle repairs for remainder of fiscal year due to increased supply costs.

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**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100-0540-005700	Vehicles > \$5,000	\$60,000.00
To	0100-0540-004541	Vehicle Repairs & Maintenance	\$60,000.00

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**Attachments**

*No file(s) attached.*

---

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Michael Knipstein

Final Approval Date: 05/26/2022

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

05/25/2022 02:58 PM

05/26/2022 07:46 AM

Started On: 05/25/2022 02:15 PM

**Commissioners Court - Regular Session**

6.

**Meeting Date:** 05/31/2022

Pedi Dosing Program LIT

**Submitted By:** Michael Knipstein, EMS

**Department:** EMS

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

Line item transfer to cover increased cost of renewal for Handtevy Pediatric Dosing Calculator application utilized by EMS to calculate drug dosages.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0540-005000	Capital Outlay > \$5,000	\$2,500.00
From	0100-0540-004211	Telephone Services	\$2,000.00
From	0100-0540-004350	Printed Materials	\$1,400.00
From	0100-0540-005700	Vehicles > \$5,000	\$2,500.00
From	0100-0540-003011	Computer Software	\$3,500.00
To	0100-0540-005741	Computer Software >\$5,000	\$11,900.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Michael Knipstein

Final Approval Date: 05/26/2022

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

05/25/2022 03:00 PM

05/26/2022 07:46 AM

Started On: 05/25/2022 02:21 PM

**Commissioners Court - Regular Session**

7.

**Meeting Date:** 05/31/2022

Line Item Transfer

**Submitted For:** D. Hobbs

**Submitted By:** Stephanie Lloyd, County Attorney

**Department:** County Attorney

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for the County Attorney's Office.

**Background**

We are requesting this transfer to cover trial expenses in the County Attorney's office. We have seen an increase in complex cases which are resulting in trials and this transfer is needed to cover those costs.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0475-003010	Computer Equipment	\$2,500.00
To	0100-0475-004932	Trial Expenses	\$2,500.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Stephanie Lloyd

Final Approval Date: 05/26/2022

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

05/26/2022 10:31 AM

05/26/2022 11:37 AM

Started On: 05/26/2022 10:22 AM

**Commissioners Court - Regular Session**

8.

**Meeting Date:** 05/31/2022

Line Item Transfer - Corrections

**Submitted For:** Mike Gleason**Submitted By:** Peggy Braun, Sheriff**Department:** Sheriff**Agenda Category:** Consent**Information****Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for the Corrections Department.

**Background**

This transfer provides required funding for inmate pharmaceutical expenditures. The Sheriff and his team recently met with the contracted jail medical physicians to discuss formulary management and care delivery. The result of this meeting was that the formulary will be reviewed and revised as clinically indicated while being cognizant of costs.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0570.003316	Medical/Hospital	\$112,000.00
To	0100.0570.003307	Pharmaceuticals	\$112,000.00

**Attachments**

*No file(s) attached.*

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Peggy Braun

Final Approval Date: 05/25/2022

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

05/25/2022 11:37 AM

05/25/2022 11:57 AM

Started On: 05/25/2022 11:19 AM

**Commissioners Court - Regular Session**

**9.**

**Meeting Date:** 05/31/2022

Budget line item transfer

**Submitted For:** Larry Gaddes

**Submitted By:** Judy Kocian, County Tax Assessor  
Collector

**Department:** County Tax Assessor Collector

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the Tax Assessor/Collector's Office.

**Background**

The line item transfer is from line item 003120 Printer Supplies to line item 003011 Computer Software. This budget transfer is requested to cover the fee for using the Truth-In-Taxation Service hosted by BIS Consulting. This software allows the property tax personnel to enter the tax rates for various taxing entities with which the Tax Assessor/Collector has a tax collection agreement. The software cost has increased more than we had anticipated in our fiscal budget numbers.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0499-003120	Printer Supplies	\$2,000.00
To	0100-0499-003011	Computer Software	\$2,000.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 05/26/2022

**Reviewed By**

Becky Pruitt

**Date**

05/26/2022 12:00 PM

Started On: 05/26/2022 11:51 AM

**Commissioners Court - Regular Session**

10.

**Meeting Date:** 05/31/2022

Compensation Items

**Submitted By:** Kayla Marek, Human Resources

**Department:** Human Resources

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

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

**Background**

See attached documentation for details.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Merit Report

Merit LIT

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**Form Review**

**Inbox**

Human Resources (Originator)  
County Judge Exec Asst.  
Form Started By: Kayla Marek  
Final Approval Date: 05/26/2022

**Reviewed By**

Rebecca Clemons  
Becky Pruitt

**Date**

05/26/2022 08:42 AM  
05/26/2022 08:46 AM  
Started On: 05/26/2022 08:11 AM



Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
Benefits	HR Analyst.1623.001100.	15754	\$53,819.74	\$1,076.40	2.00	\$54,896.14	-	MERIT	10-Jun-22
Commissioners Court	Communications Specialist.1677.001100.	15962	\$57,073.38	\$1,141.40	2.00	\$58,214.78	-	MERIT	10-Jun-22

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0885	0886	001100	1,076.40	
01	0885	0886	001130		1,076.40
01	0100	0401	001100	1,141.40	
01	0100	0401	002010	87.32	
01	0100	0401	002020	184.68	
01	0100	8001	001130		1,141.40
01	0100	8001	002010		87.32
01	0100	8001	002020		184.68

**Commissioners Court - Regular Session**

11.

**Meeting Date:** 05/31/2022

Establish new change fund for Recording Division of County Clerk's office

**Submitted For:** Nancy Rister

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

**Department:** County Clerk

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss and take appropriate action to establish an additional \$100 cash drawer for Recording Division of the County Clerk's office.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Nancy Rister

Final Approval Date: 05/24/2022

**Reviewed By**

Becky Pruitt

**Date**

05/24/2022 04:09 PM

Started On: 05/24/2022 04:04 PM

**Commissioners Court - Regular Session**

**12.**

**Meeting Date:** 05/31/2022

Property Tax Refunds – Over 2500 – Thru 05/26/2022

**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 05/26/2022 for the Williamson County Tax Assessor/Collector.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

042922-052622 Refunds Over 2500

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 05/26/2022

**Reviewed By**

Becky Pruitt

**Date**

05/26/2022 11:08 AM

Started On: 05/26/2022 11:05 AM



Date: May 26, 2022

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

Larry Gaddes PCAC, C T A  
Tax Assessor/Collector

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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](http://www.wilco.org/tax)

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

**Annex Locations:**

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

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

11:01 AM  
05/26/22

**Property Tax**  
**Account QuickReport**  
As of May 26, 2022

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<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
<b>Refunds Payable - Taxpayers</b>					
Check	05/26/2022	85653	CORELOGIC	R562384 - Erroneous payment	-5,732.91
Total Refunds Payable - Taxpayers					-5,732.91
<b>TOTAL</b>					<b>-5,732.91</b>

**Commissioners Court - Regular Session**

13.

**Meeting Date:** 05/31/2022

Capital Asset for Auction 5.31.22

**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) Fujitsu fi-6770 PA03576-B005 printer/scanner, pursuant to Tx. Local Gov't Code 263.152.

**Background**

Please see the attachment for details.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Capital Asset for Auction Purchasing 5.31.22

**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 05/26/2022

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

05/26/2022 10:12 AM

05/26/2022 10:29 AM

Started On: 05/24/2022 04:20 PM

# Asset Status Change

Title:	i:0#.f membership khancock@wilco.org - 23-05-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Capital Asset (greater than \$5000)
1. Quantity (Mandatory):	1
1. Description:	Fujitsu fi-6770 PA03576-B005
1. Manufacturer ID #:	S/N 007862
1. Oracle Asset #:	57242
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
Transferring Dept.:	Purchasing
Transferring Dept. Contact Person	Kerstin Hancock
Transferring Dept. Contact Ph#:	5129431546
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Kerstin N Hancock 5/23/2022 9:41 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:	6/7/2022

Asset Status Change



**Commissioners Court - Regular Session**

14.

**Meeting Date:** 05/31/2022

V/E Assets for Auction 5.31.22

**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) assets through Auction including one (1) 2012 Chevy Tahoe Vin #4014, one (1) 2014 Chevy Tahoe VIN# 4463 and one (1) 2003 Ford F-450 VIN# 9408, pursuant to Tx. Local Gov't Code 263.152.

**Background**

Please see the attached list for details. Currently, the County is going through the vehicle status change process as noted here. The Fleet Department will offline these vehicles and hold them in our auction area until our position of no-vehicle auctions changes.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

V/E Assets for Auction 5.31.22

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 05/26/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

05/26/2022 11:47 AM  
05/26/2022 11:48 AM  
Started On: 05/24/2022 04:12 PM

# Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	540 - EMS
County VIN/Serial Number	1GNLC2E0XCR204014
Equipment/Door Number	EB1216
License Plate	1136982
Year	2012
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	127,563
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Mike Knipstein 6/15/2021 10:43 AM
Receiving Department Signature2	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 9/29/2021 7:29 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 6/16/2021 9:03 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Nancy Schiller 5/19/2022 12:05 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 5/19/2022 1:09 PM

**Vehicle Status Change**

# Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	540 - EMS
County VIN/Serial Number	1GNLC2E05ER194463
Equipment/Door Number	EB1471
License Plate	1175616
Year	2014
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	129,126
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Mike Knipstein 6/15/2021 10:44 AM
Receiving Department Signature2	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 9/29/2021 7:31 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 6/16/2021 9:04 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Nancy Schiller 5/19/2022 12:04 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 5/19/2022 1:06 PM

**Vehicle Status Change**

# Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	1FDXF46PX3EB99408
Equipment/Door Number	UDT0304
License Plate	1110304
Year	2003
Make	FORD
Model	F450
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Jeff Ivey 6/4/2021 7:20 AM
Receiving Department Signature2	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 6/7/2021 9:51 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 6/3/2021 9:39 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 7/8/2021 10:15 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 5/19/2022 11:44 AM

**Vehicle Status Change**

**Commissioners Court - Regular Session**

15.

**Meeting Date:** 05/31/2022

Justice of The Peace 1 April 2022 Monthly Report

**Submitted For:** KT Musselman

**Submitted By:** Geneva Salazar, J.P. Pct. #1

**Department:** J.P. Pct. #1

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action to approve Justice of The Peace, Pct. 1, April 2022 Monthly Report, in compliance with Code of Crim Proc.§103.005.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

APRIL\_2022\_EOM\_REPORT\_JP1

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Geneva Salazar

Final Approval Date: 05/20/2022

**Reviewed By**

Becky Pruitt

**Date**

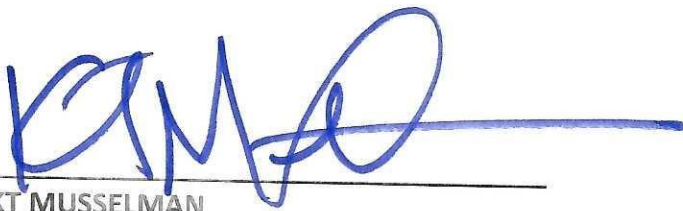
05/20/2022 03:10 PM

Started On: 05/20/2022 10:07 AM

IN COMPLIANCE WITH ARTICLE 103  
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared KT Musselman, Justice of The Peace, Precinct 1, Williamson County, who, on his oath, stated that the attached report of money collected is true and correct report for the month of April, 2022.

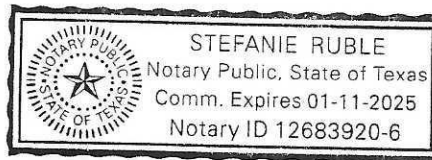


KT MUSSELMAN  
JUSTICE OF THE PEACE  
PRECINCT ONE

On this 16 day of May 2022 to certify which witness my hand and seal of office.



NOTARY PUBLIC  
in and for the State of Texas



OFFICE OF COURT ADMINISTRATION  
TEXAS JUDICIAL COUNCIL



OFFICIAL JUSTICE COURT MONTHLY REPORT

Month April Year 2022  
County Williamson Pct. 1 Place \_\_\_\_\_  
Judge KT Musselman  
If new, date assumed office \_\_\_\_\_  
Court Mailing Address 1801 East Old Settlers Blvd, Suite 100  
City Round Rock, TX Zip 78664  
Phone Number 512.244.8622  
Fax Number 512.244.8602  
Court's Public Email jp1@wilco.org  
Court's Website https://www.wilco.org/jp1

THE ATTACHED IS A TRUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT.

Prepared by Geneva P. Salazar  
Date 5/13/2022 Phone Number 512.244.8691

PLEASE RETURN THIS FORM NO LATER THAN 20 DAYS FOLLOWING THE END OF THE MONTH REPORTED TO:

OFFICE OF COURT ADMINISTRATION  
P O BOX 12066  
AUSTIN, TX  
78711-2066

PHONE: (512) 463-1625  
FAX: (512) 936-2423

## CRIMINAL SECTION

Court JP1		Traffic Misdemeanors			Non-Traffic Misdemeanors				
Month	April	Year	2022	Non-Parking	Parking	County Ordinance	Penal Code	Other State Law	County Ordinance
<b>1. Total Cases Pending First of Month:</b>				2228	47	0	104	93	3
a. Active Cases				1966	47	0	103	76	3
b. Inactive Cases				262	0	0	1	17	0
<b>2. New Cases Filed</b>				100	0	0	3	4	0
<b>3. Cases Reactivated</b>				0	0	0	0	0	0
<b>4. All Other Cases Added</b>				0	0	0	0	0	0
<b>5. Total Cases on Docket</b> <i>(Sum of Lines 1a, 2, 3 &amp; 4)</i>				2066	47	0	106	80	3
<b>6. Dispositions Prior to Court Appearance or Trial:</b>									
a. Uncontested Dispositions <i>(Disposed without appearance before a judge (CCP Art. 27.14))</i>				41	1	0	2	2	0
b. Dismissed by Prosecution				4	0	0	0	1	0
<b>7. Dispositions at Trial:</b>									
a. Convictions									
1) Guilty Plea or Nolo Contendere				0	0	0	0	0	0
2) By the Court				0	0	0	0	0	0
3) By the Jury				0	0	0	0	0	0
b. Acquittals									
1) By the Court				0	0	0	0	0	0
2) By the Jury				0	0	0	0	0	0
c. Dismissed by Prosecution				7	1	0	0	0	0
<b>8. Compliance Dismissals:</b>									
a. After Driver Safety Course <i>(CCP, Art. 45.0511)</i>				17					
b. After Deferred Disposition <i>(CCP, Art. 45.051)</i>				5	0	0	0	1	0
c. After Teen Court <i>(CCP, Art. 45.052)</i>				0	0	0	0	0	0
d. After Tobacco Awareness Course <i>(HSC, Sec. 161.253)</i>								0	
e. After Treatment for Chemical Dependency <i>(CCP, Art. 45.053)</i>							0	0	
f. After Proof of Financial Responsibility <i>(TC, Sec. 601.193)</i>				1					
g. All Other Transportation Code Dismissals				4	0	0	0	0	0
<b>9. All Other Dispositions</b>				0	0	0	0	0	0
<b>10. Total Cases Disposed</b>				79	2	0	2	4	0
<b>11. Cases Placed on Inactive Status</b>				1	0	0	0	0	0
<b>12. Total Cases Pending End of Month:</b>				2249	45	0	105	93	3
a. Active Cases <i>(Equals Line 5 minus the sum of Lines 10 &amp; 11)</i>				1986	45	0	104	76	3
b. Inactive Cases <i>(Equals Line 1b minus Line 3 plus Line 11)</i>				263	0	0	1	17	0
<b>13. Show Cause Hearings Held</b>				0	0	0	0	0	0
<b>14. Cases Appealed</b>									
a. After Trial				0	0	0	0	0	0
b. Without Trial				0	0	0	0	0	0



## CIVIL SECTION

Court JP1				Debt Claim	Landlord/Tenant	Small Claims
Month	April	Year	2022			
<b>1. Total Cases Pending First of Month:</b>				952	83	240
a. Active Cases				951	82 <del>83</del>	240
b. Inactive Cases				1	0	0
<b>2. New Cases Filed</b>				107	139	27
<b>3. Cases Reactivated</b>				0	0	0
<b>4. All Other Cases Added</b>				0	0	0
<b>5. Total Cases on Docket</b> <i>(Sum of Lines 1a, 2, 3 &amp; 4)</i>				1058	221 <del>222</del>	267
<b>DISPOSITIONS</b>						
<b>6. Default Judgments</b>				23	0	0
<b>7. Agreed Judgments</b>				3	0	0
<b>8. Trial/Hearing by Judge/Hearing Officer</b>				5	60	12
<b>9. Trial by Jury</b>				0	0	0
<b>10. Dismissed for Want of Prosecution</b>				1	4	1
<b>11. Non-suited or Dismissed by Plaintiff</b>				53	47	5
<b>12. All Other Dispositions</b>				0	0	0
<b>13. Total Cases Disposed</b> <i>(Sum of Lines 6 through 12)</i>				85	111	18
<b>14. Cases Placed on Inactive Status</b>				0	0	0
<b>15. Total Cases Pending End of Month:</b>				974	111	249
a. Active Cases <i>(Equals Line 5 minus the sum of Lines 13 &amp; 14)</i>				973	111	249
b. Inactive Cases <i>(Equals Line 1b minus Line 3 plus Line 14)</i>				1	0	0
<b>16. Cases Appealed:</b>						
a. After Trial				0	6	0
b. Without Trial				0	0	0

## JUVENILE/MINOR ACTIVITY

Court	JP1			Total
Month	April	Year	2022	
<b>1. Transportation Code Cases Filed</b>				2
<b>2. Non-Driving Alcoholic Beverage Code Cases Filed</b>				0
<b>3. Driving Under the Influence of Alcohol Cases Filed</b>				0
<b>4. Drug Paraphernalia Cases Filed</b> (HSC, Ch. 481)				0
<b>5. Tobacco Cases Filed</b> (HSC, Sec. 161.252)				0
<b>6. Truancy Conduct Cases Filed</b> (Family Code, Sec. 65.003(a))				2
<b>7. Education Code (Except Failure to Attend) Cases Filed</b>				0
<b>8. Violation of Local Daytime Curfew Ordinance Cases Filed</b> (Local Govt. Code, Sec. 341.905)				0
<b>9. All Other Non-Traffic Fine-Only Cases Filed</b>				0
<b>10. Transfer to Juvenile Court:</b>				
a. Mandatory Transfer (Fam. Code, Sec. 51.08(b)(1))				0
b. Discretionary Transfer (Fam. Code, Sec. 51.08(b)(2))				0
<b>11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct)</b> (CCP, Art. 45.050(c)(1))				0
<b>12. Held in Contempt by Criminal Court (Fined and/or Denied Driving Privileges)</b> (CCP, Art. 45.050(c)(2))				0
<b>13. Juvenile Statement Magistrate Warning:</b>				
a. Warnings Administered				0
b. Statements Certified (Fam. Code, Sec. 51.095)				0
<b>14. Detention Hearings Held</b> (Fam. Code, Sec. 54.01)				0
<b>15. Orders for Non-Secure Custody Issued</b>				0
<b>16. Parent Contributing to Nonattendance Cases Filed</b> (Ed. Code, Sec. 25.093)				1

### ADDITIONAL ACTIVITY

Court JP1				NUMBER GIVEN	NUMBER REQUESTS FOR COUNSEL
Month	April	Year	2022		
<b>1. Magistrate Warnings:</b>					
a. Class C Misdemeanors				0	
b. Class A and B Misdemeanors				0	0
c. Felonies				0	0
					<b>TOTAL</b>
<b>2. Arrest Warrants Issued:</b>					
a. Class C Misdemeanors					1
b. Class A and B Misdemeanors					0
c. Felonies					0
<b>3. Capiases Pro Fine Issued</b>					0
<b>4. Search Warrants Issued</b>					0
<b>5. Warrants for Fire, Health and Code Inspections Filed</b> (CCP, Art. 18.05)					0
<b>6. Examining Trials Conducted</b>					0
<b>7. Emergency Mental Health Hearings Held</b>					0
<b>8. Magistrate's Orders for Emergency Protection Issued</b>					0
<b>9. Magistrate's Orders for Ignition Interlock Device Issued</b> (CCP, Art. 17.441)					0
<b>10. All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond</b>					0
<b>11. Driver's License Denial, Revocation or Suspension Hearings Held</b> (TC, Sec. 521.300)					0
<b>12. Handgun License Denial, Revocation or Suspension Hearings Held</b> (Govt. Code, Sec. 411.180)					0
<b>13. Disposition of Stolen Property Hearings Held</b> (CCP, Ch. 47)					0
<b>14. Peace Bond Hearings Held</b>					0
<b>15. Inquests Conducted</b>					19 <del>75</del>
<b>16. Cases in Which Fine and Court Costs Satisfied by Community Service:</b>					
a. Partial Satisfaction					0
b. Full Satisfaction					1
<b>17. Cases in Which Fine and Court Costs Satisfied by Jail Credit</b>					4
<b>18. Cases in Which Fine and Court Costs Waived for Indigency</b>					1
<b>19. Amount of Fines and Court Costs Waived for Indigency</b>					\$124
<b>20. Fines, Court Costs and Other Amounts Collected:</b>					
a. Kept by County					\$39337
b. Remitted to State					\$7817
c. Total					\$47204

Inquest count due to on  
call calendar



# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 04/01/2022 - 04/30/2022 Case Categories: Civil; Criminal; Family; Probate or Mental Health  
 Locations: JP1

G/L Account	G/L Account Number	Fee Totals
<b>0100 - General Fund</b>		
01-0100-0000-207017 - Collections Agency Fee	L-004-1-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	235.81
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-1-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	50.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-1-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	34.78
01-0100-0000-341801 - FEES OF OFFICE, JP PCT-1	L-004-1-01-0100-0000-341801: 01-0100-0000-341801 - FEES OF OFFICE, JP PCT #1	7,940.06
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT #1	19,550.00
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	79.31
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-1-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	174.94
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	8,278.25
01-0100-0000-365103 Language Access Fund	L-004-1-01-0100-0000-365103: Language Access Fund	834.00
01-0100-0000-370500 - Miscellaneous Revenue	L-004-1-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	26.70
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-001-99999999999999: Liability Place Holder	798.73
<b>0100 - General Fund Total:</b>		<b>38,002.58</b>
<b>0360 - Courthouse Security Fund</b>		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-004-1-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees	20.87
<b>0360 - Courthouse Security Fund Total:</b>		<b>20.87</b>
<b>0361 - JP Security Fund</b>		
01-0361-0000-341151 - JP 1 SECURITY FEES	L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES	6.96
<b>0361 - JP Security Fund Total:</b>		<b>6.96</b>
<b>0365 - Child Safety Fund</b>		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-1-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	107.40
<b>0365 - Child Safety Fund Total:</b>		<b>107.40</b>
<b>0370 - Alternate Dispute Resolution Fund</b>		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-1-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,390.00
<b>0370 - Alternate Dispute Resolution Fund Total:</b>		<b>1,390.00</b>
<b>0372 - Justice Court Technology Fund</b>		
01-0372-0000-341141 - JP 1 TECHNOLOGY FEES	L-004-1-01-0372-0000-341141: 01-0372-0000-341141 - JP #1 TECHNOLOGY FEES	27.82
<b>0372 - Justice Court Technology Fund Total:</b>		<b>27.82</b>



# Payment Report - G/L and Fund Summary

Transaction Date: 04/01/2022 - 04/30/2022      Case Categories: Civil; Criminal; Family; Probate or Mental Health  
 Locations: JP1

G/L Account	G/L Account Number	Fee Totals
<b>0373 - JP-1 Truancy Program Fund</b>		
01-0373-0000-341917 - JP1 Truant Conduct (HB 2398)	L-004-1-01-0373-0000-341917: 01-0373-0000-341917 - JP1 Truant Conduct (HB 2398)	50.00
01-0373-0000-370000 - JP-1 Truancy Program Fees	L-004-1-01-0373-0000-370000: 01-0373-0000-370000 - JP-1 Truancy Program	34.78
<b>0373 - JP-1 Truancy Program Fund Total:</b>		<b>84.78</b>
<b>0399 - State Agency Fund</b>		
01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	L-004-1-01-0399-0000-208031: 01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	11.92
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-1-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	238.18
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-1-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	3,537.21
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	672.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-1-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	23.82
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-1-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	35.74
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-1-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	26.68
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-1-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.24
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-1-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	79.08
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-1-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	1,348.49
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-1-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	11.91
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-1-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	1,802.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-1-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	39.45
<b>0399 - State Agency Fund Total:</b>		<b>7,826.72</b>
<b>JP BOND</b>		
01-0100-0000-207019 - JP1 Bond Liability Account	L-004-1-02-00002: JP1 Registry Bond Account Liability	100.00
<b>JP BOND Total:</b>		<b>100.00</b>
<b>Fee Totals for All Funds:</b>		<b>47,567.13</b>



# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 04/01/2022 - 04/30/2022 Case Categories: Civil; Criminal; Family; Probate or Mental Health  
 Locations: JP1

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFAPD	Arrest Fee - Austin PD 102.011(a)(1), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1), 102.011(e)	79.31	19	0.00	0	0.00	0	79.31	19
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	26.68	6	0.00	0	0.00	0	26.68	6
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	169.29	41	0.00	0	0.00	0	169.29	41
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	3,537.21	68	0.00	0	0.00	0	3,537.21	68
2020CDF	Compliance Dismissal Fine	40.00	4	0.00	0	0.00	0	40.00	4
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	62.96	8	0.00	0	0.00	0	62.96	8
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	798.73	68	0.00	0	0.00	0	798.73	68
2020LTF	Local Traffic Fine (TC 542.403)	78.50	31	0.00	0	0.00	0	78.50	31
2020STF	State Traffic Fine (TC 542.4031)	1,308.52	31	0.00	0	0.00	0	1,308.52	31
2020TPF	Time Payment Fee CCP 102.030	167.05	17	0.00	0	0.00	0	167.05	17
AB	Abstract	40.00	3	0.00	0	0.00	0	40.00	3
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	34.78	8	0.00	0	0.00	0	34.78	8
CB	Cash Bond	100.00	1	0.00	0	0.00	0	100.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	238.18	7	0.00	0	0.00	0	238.18	7
CCOP	Civil Copies	3.00	3	0.00	0	0.00	0	3.00	3
CERT	Certified Copy	10.00	4	0.00	0	0.00	0	10.00	4
CFINE	County Fine	8,278.25	51	0.00	0	0.00	0	8,278.25	51
CHS	Courthouse Security Fee (CCP 102.017)	20.87	8	0.00	0	0.00	0	20.87	8
CHSJC	JP Security Fee (CCP 102.017)	6.96	8	0.00	0	0.00	0	6.96	8
COLLFEE	Collection Agency Fee	235.81	5	0.00	0	0.00	0	235.81	5
CONT1	Constable Service Fee Pct #1	14,000.00	157	0.00	0	0.00	0	14,000.00	157
CSFF	Child Safety Fee (CCP 102.014(d))	20.00	1	0.00	0	0.00	0	20.00	1
CSSF	Child Safety School Fee (CCP 102.014(c))	107.40	6	0.00	0	0.00	0	107.40	6
DDF	Deferred Disposition Fee	356.00	9	0.00	0	0.00	0	356.00	9
IDF	Indigent Defense Fee (LGC 133.107)	11.91	7	0.00	0	0.00	0	11.91	7
JCTF	Justice Court Technology Fee (CCP 102.0173)	27.82	8	0.00	0	0.00	0	27.82	8
JFR	Jury Reimbursement Fee (CCP 102.0045)	23.82	7	0.00	0	0.00	0	23.82	7
JTP	Juvenile Truancy Program (CCP 102.0174)	34.78	8	0.00	0	0.00	0	34.78	8



# Payment Report - Fee Code Summary

Transaction Date: 04/01/2022 - 04/30/2022 Case Categories: Civil; Criminal; Family; Probate or Mental Health  
Locations: JP1

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	5.96	7	0.00	0	0.00	0	5.96	7
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	5.96	7	0.00	0	0.00	0	5.96	7
JUSFC	Judicial Support Fund - County (LGC 133.105)	3.57	7	0.00	0	0.00	0	3.57	7
JUSFS	Judicial Support Fund - State (LGC 133.105)	32.17	7	0.00	0	0.00	0	32.17	7
MISC	Miscellaneous Fee	26.70	1	0.00	0	0.00	0	26.70	1
MVF	Moving Violation Fee (CCP 102.022)	0.24	3	0.00	0	0.00	0	0.24	3
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,390.00	280	0.00	0	0.00	0	1,390.00	280
SB41JCSF	Justice Court Support Fund	6,950.00	280	0.00	0	0.00	0	6,950.00	280
SB41LAF	Language Access Fund - LGC 135.155	834.00	280	0.00	0	0.00	0	834.00	280
SB41SCF	State Consolidated Fee	672.00	35	0.00	0	0.00	0	672.00	35
SCH	School District Fine	50.00	1	0.00	0	0.00	0	50.00	1
SFMCWW	State Fine - Motor Carrier Weight Violation	1,802.00	3	0.00	0	0.00	0	1,802.00	3
STF	State Traffic Fee (TC 542.4031)	79.08	3	0.00	0	0.00	0	79.08	3
STFS	State Traffic Fine Due To State (HB2048)	39.97	1	0.00	0	0.00	0	39.97	1
TCC	Truancy Court Cost (HB2398)	50.00	1	0.00	0	0.00	0	50.00	1
TPCC2	Time Payment Fee County 2.50	7.89	4	0.00	0	0.00	0	7.89	4
TPS	Time Payment Fee - State	39.45	4	0.00	0	0.00	0	39.45	4
UFA	Uniform Traffic Act (TC 542.403)	10.31	4	0.00	0	0.00	0	10.31	4
WPOSS	Writ of Possession	200.00	40	0.00	0	(5.00)	1	195.00	41
WSF1	JP1 - Writ Service Fee	5,700.00	38	0.00	0	(150.00)	1	5,550.00	39
<b>Fee Code Summary Totals</b>		<b>Gross</b>		<b>Positive Adjustments</b>		<b>Negative Adjustments</b>		<b>Net</b>	
		<b>Amount</b>	<b>Number</b>	<b>Amount</b>	<b>Number</b>	<b>Amount</b>	<b>Number</b>	<b>Amount</b>	<b>Number</b>
		47,722.13	1,601	0.00	0	(155.00)	2	47,567.13	1,603

**Commissioners Court - Regular Session**

16.

**Meeting Date:** 05/31/2022

Constable Precinct 3 - Evidence of Peace Officer License

**Submitted By:** Patrick Hurley, Constable Pct. #3

**Department:** Constable Pct. #3

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action regarding the evidence provided by Constable Matthew Lindemann showing that he is a licensed peace officer in the State of Texas as required by the Texas Local Government Code, Title 3 (Organization of County Government), Subtitle B (Commissioner's Court and County Officers), Chapter 86 (Constable), Subchapter A (General Provisions), Sec 86.0021. (Qualifications; Removal).

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Tx Gov't Code

TCOLE License - Matthew Lindemann

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Patrick Hurley

Final Approval Date: 05/24/2022

**Reviewed By**

Becky Pruitt

**Date**

05/24/2022 03:52 PM

Started On: 05/24/2022 11:02 AM



LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE.

A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than \$500 or more than \$1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, Sec. 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.  
Amended by Acts 1995, 74th Leg., ch. 683, Sec. 1, eff. Aug. 28, 1995.

Amended by:

Acts 2005, 79th Leg., Ch. 1094 (H.B. [2120](#)), Sec. 18, eff. September 1, 2005.

Sec. 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections [1701.309](#) and [1701.312](#), Occupations Code, and:

(A) has at least an associate's degree conferred by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article [2.122](#)(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section [1701.357](#), Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter [1701](#), Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners

court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

**TEXAS COMMISSION ON LAW ENFORCEMENT**

6330 E HIGHWAY 290 STE 200, AUSTIN, TX 78723

(512) 936-7700

PRINTOUT GENERATED ON: **05/24/2022**

Based upon completion of the minimum licensing standards, **MATTHEW LINDEMANN** is hereby issued the following:

<b>TYPE</b>	<b>TCOLE PID</b>	<b>ISSUE DATE</b>
<b>Peace Officer License</b>	<b>69451</b>	<b>12/12/1984</b>
<b>MATTHEW LINDEMANN</b>		



TEXAS COMMISSION ON LAW ENFORCEMENT  
Issues



**MATTHEW LINDEMANN**  
TCOLE ID: 69451  
PEACE OFFICER LICENSE



ISSUED DATE: 12 / 12 / 1984

Issue Authority Chap. 1701, Texas Occupations Code.

**Commissioners Court - Regular Session**

17.

**Meeting Date:** 05/31/2022

Appointment to Child Welfare Board

**Submitted For:** Bill Gravell

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

**Department:** County Judge

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on appointing Cheryl Williams to the Williamson County Child Welfare Board.

**Background**

If approved, Mrs. Williams will be filling a vacant position whose term expired in September 2021, therefore her initial term would start in May 2022 and run through fiscal year 2024.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Request  
Application

**Form Review**

**Inbox**

County Judge Exec Asst. (Originator)  
Form Started By: Becky Pruitt  
Final Approval Date: 05/24/2022

**Reviewed By**  
Becky Pruitt

**Date**  
05/24/2022 11:04 AM  
Started On: 05/23/2022 10:43 AM



May 20, 2022

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

The Honorable Judge Bill Gravell and Williamson County Commissioners,

I am requesting the Commissioner's Court approve the appointment of a new board member, Cheryl Williams of Round Rock, to the Williamson County Child Welfare Board. If appointed, Mrs. Williams will be filling a vacant position whose term expired in September 2021, therefore her initial term would start in May 2022 and run through fiscal year 2024. I have included her application for your review.

Please place this request for approval of Mrs. Williams to the WCCWB on your agenda at your earliest convenience.

Please do not hesitate to contact me if you have any questions. Thank you for your continued support, enabling the board to partner with Williamson County and Child Protective Services to serve the children in foster care from Williamson County!

Sincerely,  
*Kim*

Kim Gibbons  
WCCWB President  
[kimgibbons@gmail.com](mailto:kimgibbons@gmail.com)  
512-415-9609



## VOLUNTEER APPLICATION

**Purpose:** Use this form to apply to volunteer with the Department of Family and Protective Services (DFPS).  
**Directions:** Complete this form and submit it to your local volunteer coordinator in person or via mail or email.  
**Note:** A Social Security number is required to complete this form.

### VOLUNTEER INFORMATION

Name (last, first, middle): Williams, Cheryl Lynn		Preferred name:	Date of birth: [REDACTED]	Place of birth (city, state): Austin, Texas
Other names or spellings Used (married, maiden, alias, for example): First, middle, last Cheryl Cates Williams, Cheryl Lynn Cates				
<input type="checkbox"/> No Other Names				
Current address (street, city, state, ZIP code): [REDACTED]				County: Williamson
Have you had any other residences in Texas in the past two years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "yes," list them below (street address, city and county, and ZIP code — use an additional sheet if needed):				
Have you lived outside Texas in the past 2 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Driver license, state, and number: Texas [REDACTED]		Social Security number: [REDACTED]
Alternate ID #:		Type of alternate ID: <input type="checkbox"/> Canadian SIN <input type="checkbox"/> Military ID <input type="checkbox"/> Passport <input type="checkbox"/> Permanent residency card <input type="checkbox"/> State photo ID		
Home telephone: [REDACTED]		Mobile telephone: [REDACTED]		Email address: [REDACTED]
Gender: <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female		Race (check all applicable): <input type="checkbox"/> Asian <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Native Hawaiian/Pacific Islander <input type="checkbox"/> Black <input checked="" type="checkbox"/> White <input type="checkbox"/> Unable to determine (or none of the above)		Ethnicity: <input type="checkbox"/> Hispanic <input checked="" type="checkbox"/> Not Hispanic <input type="checkbox"/> Unable to determine
Organization represented (if applicable):			Who referred you to DFPS? Kim Gibbons	
Why do you want to volunteer for DFPS? Always looking for ways to support kids in need. This organization speaks to my heart.				
Applicable skills: Human Resources, state agency leadership, non-profit leadership, volunteer leadership				
Type of volunteer services preferred: Williamson County Child Welfare Board				
Are you willing to receive training for another assignment? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				



**EDUCATION (CHECK HIGHEST LEVEL COMPLETED)**

Elementary school     Middle school     High school     Vocational training  
 Some college     College     Graduate school

Interns:  Some college     Undergraduate     Graduate     Post graduate

University:  
Texas State University (FKA Southwest Texas State University); Austin Community College

Date of undergraduate degree:  
BS Healthcare Administration

Date of graduate degree:  
12/1989

**ADDITIONAL LANGUAGES**

Language	Speak	Read	Write
	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent
	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent

American Sign Language:  Fair     Good     Excellent     N/A

**PREVIOUS VOLUNTEER EXPERIENCE**

Organization	Position	Responsibilities
Round Rock Area Aggie Moms Club	President; Web Mom	Leadership
Round Rock HOA	President; Board member	Leadership

**DATE(S) AND TIME(S) AVAILABLE**

Days per week:

Hours per week:

Comments:

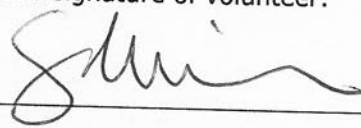
Open





**ELECTRONIC SIGNATURE FOR VOLUNTEER AGREEMENT**

- I understand that I am requesting volunteer placement requiring criminal history and Central Registry checks, and I authorize DFPS to complete these checks.
- I authorize DFPS to run an FBI criminal history check, which requires fingerprinting, if my role will have access to criminal history information.
- I understand that background checks are conducted on annually for DFPS volunteers. I authorize DFPS to conduct a criminal history and Central Registry check each year that I volunteer with DFPS.
- I understand that children in DFPS care have experienced trauma in their lives.
- I understand this trauma may manifest itself in extreme behaviors, which include foul language, outbursts, and physical aggression.
- I understand that my signature on this Electronic Signature Acknowledgement form is equivalent to my handwritten signature and is legally binding. An electronic signature has the same validity and meaning as my handwritten signature. I will not, at any time, repudiate the meaning of my electronic signature or claim that my electronic signature is not legally binding. I acknowledge and warrant the truthfulness of the information provided in this document.

Electronic signature of volunteer: X 	Date signed: 5/3/20
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**Commissioners Court - Regular Session**

18.

**Meeting Date:** 05/31/2022

Approval of Purchase of Ultrasound Machine from BFLY Operations, Inc. DBA Butterfly Network for Animal Shelter

**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 purchase of an ultrasound machine from BFLY Operations, Inc. DBA Butterfly Network in the amount of \$3,444.00, and authorizing execution of the Master Service Agreement.

**Background**

Approval of this item will support the operations of the Williamson County Regional Animal Shelter. Quote and Master Service Agreement are attached. This purchase includes the ultrasound machine as well as a membership license that allows users to store and access studies from mobile/web, customize archives for unlimited storage, and anonymous study sharing. IT, Legal, contract audit, and budget have reviewed this item. This expenditure will be charged to 396P, 396A, Task 2.1. Department contact is Linda Gunter.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Quote

Master Services Agreement

**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Erica Smith

Final Approval Date: 05/26/2022

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

05/26/2022 10:28 AM

05/26/2022 10:30 AM

Started On: 05/25/2022 02:00 PM



# Confidential Quotation

**BFLY Operations Inc. DBA Butterfly Network**  
530 Old Whitfield St  
Guilford, CT 06437  
United States

**Quote #:** [REDACTED]  
**Date:** 4/13/2022, 11:38 AM  
**Expires On:** 6/30/2022  
**Delivery:**  
**Terms:** Net 30  
FOB Origin  
**Billing:** Single Payment

Please send all completed Order Forms and POs to  
**your Butterfly Representative:**  
Taylor Steward  
tsteward@butterflynetinc.com

**Primary Contact**  
Felix Carmona  
felix.carmona@wilco.org  
512-943-3322

**Ship To**  
Williamson County Regional Animal S  
Felix Carmona, DVM  
1855 SE Inner Loop  
Gerogetown, TX 78626  
US

**Bill To**  
Williamson County Regional Animal Shelter  
Williamson County Regional Animal S  
lgunter@wilco.org  
512-943-3322  
Lisa Gunter  
1855 SE Inner Loop  
Gerogetown, TX 78626  
US

Product ship date and subscription start dates are to be determined. Once fully executed, this Price Quotation will be bound by the Master Terms & Conditions.

Butterfly iQ is compatible with select Apple and Android devices and at this time, iQ Vet is only compatible with Apple devices. To avoid additional charges, please visit <https://butterflynetwork.com/specs> to check device compatibility prior to purchase.

Please note that due to hardware requirements, Butterfly TeleGuidance and iQ+ Care are only available on select devices. To view the list of devices compatible, please visit <https://butterflynetwork.com/specs>.

PRODUCT #	QTY	PRODUCT NAME	DESCRIPTION	LIST UNIT PRICE	NET TOTAL
900-20022-01	1	BUTTERFLY IQ+ VET, USB-C		USD 2,999.00	USD 2,999.00

## Subscriptions

PRODUCT #	QTY	PRODUCT NAME	DESCRIPTION	TERM (YEARS)	LIST UNIT PRICE (ANNUAL)	NET TOTAL
SUB-00005-S	1	Individual Membership, vet	Ultrasound for you. Membership allows users to store and access studies from mobile/web. Includes single user license, customized archives for unlimited storage and anonymized study sharing	1.0000	USD 420.00	USD 420.00

Quote Subtotal: USD 3,419.00

\* Shipping & Handling: USD 25.00

\* Estimated Sales Tax:

Quote Total: USD 3,444.00



# Confidential Quotation

**BFLY Operations Inc. DBA Butterfly Network**  
530 Old Whitfield St  
Guilford, CT 06437  
United States

**Quote #:** [REDACTED]  
**Date:** 4/13/2022, 11:38 AM  
**Expires On:** 6/30/2022  
**Delivery:**  
**Terms:** Net 30  
FOB Origin  
**Billing:** Single Payment

*Please send all completed Order Forms and POs to  
**your Butterfly Representative:**  
Taylor Steward  
tsteward@butterflynetinc.com*

**Payment via Check**  
Butterfly Network, Inc.  
P.O. Box 7410211  
Chicago, IL 60674  
United States  
Reference: Please include your Quote number: [REDACTED]

### Quote Acceptance

By signing this Quote, I hereby agree to the Master Terms and Conditions located at <https://store.butterflynetwork.com/terms-of-service/2019-12-06.html>.

**Signature:** \_\_\_\_\_ **Effective Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_  
**Name (Print):** \_\_\_\_\_

\* Shipping & handling as well as any applicable sales taxes are the responsibility of the ordering party. Applicable sales taxes are based on the tax rates in effect for your state on the date of shipment and will be reflected on your invoice. Tax exempt customers, please indicate your tax exempt status in the signature block of this quotation.

THANK YOU FOR HELPING TO DEMOCRATIZE ULTRASOUND!  
Questions? Please contact: Taylor Steward at [tsteward@butterflynetinc.com](mailto:tsteward@butterflynetinc.com)

## MASTER TERMS AND CONDITIONS

This Master Terms and Conditions (“Agreement”) is made as of May 23, 2022 (the “Effective Date”), by and between BFLY Operations, Inc., a Delaware Corporation (“Butterfly”), and Williamson County Regional Animal Shelter, located at 1855 SE Innerloop, Georgetown, TX 78626 (“Client”) (each a “Party” and collectively “Parties”).

WHEREAS, Butterfly is a company that provides portable ultrasound imaging probes and a hosted software service for viewing, using and storing the ultrasound images and imaging studies for various medical diagnostic purposes, research and education; and

WHEREAS, Client is a physician or other licensed health care provider, medical practice, medical school or other authorized user; and

WHEREAS, Butterfly desires to sell ultrasound imaging probes and provide the associated services to Client and Client desires to purchase such ultrasound imaging probes and receive the associated services from Butterfly.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### 1. Scope of Services

1.1 Subscription Services. Subject to the terms of this Agreement and payment of the amounts set forth in the Budgetary Quotation (as defined herein), Butterfly will provide Client with access to a specified number of End Users, (as defined herein), to use the Butterfly Subscription Service. The Subscription Service shall mean the hosted, on demand Web-based provision of applications, application programming interfaces, and platform services provided by Butterfly, which is accessed from Client owned and/or controlled computer systems via the Internet, (“Butterfly Cloud”) and the associated mobile application, which is installed on Client or end user owned and/or controlled mobile devices (“Butterfly iQ App”). The Documentation means documentation describing the design, features, use of and functionality of the Subscription Service and Devices (defined below), including any other documentation provided by Butterfly to Client in connection with the Services. The Subscription Service together with Subscription Support Services and any Professional Services (defined below), are collectively, the “Services.” Only a Client that is fully paid up and its designated employees and agents (“End Users”) may access and use the Subscription Service. Client is permitted to terminate and re-designate individual employees and agents as authorized End Users, provided that the total number of End Users does not exceed the number specified in the Budgetary Quotation. Client and End Users are expressly prohibited from authorizing the sharing of login credentials, sharing login credentials with unauthorized individuals, or otherwise making the Subscription Service available to more than the number of End Users specified in the Budgetary Quotation. All use of the Subscription Service by End Users is subject to the restrictions set forth in Exhibit A (End User Agreement). Client shall be responsible for ensuring that End Users execute such End User Agreement prior to such End User receiving access to the Subscription Service and any Devices.

1.2 Devices. Devices means the portable ultrasound imaging probes, which are used by Client and End Users to conduct ultrasound imaging, as more fully described in Exhibit B (Device Description), and which are connected to Client’s or an End User’s smartphone in order to enable the use of the Subscription Service, which includes the ability to immediately view the ultrasound image and any other Client Data (as defined below) and upload such Client Data for viewing, use and storage. Only Client and its designated employees and agents (“End Users”) may access and use the Devices. The following are additional terms that apply to Devices:

1.2.1. Unless otherwise indicated in Exhibit B (Device Description), shipping terms are FOB shipping point.

1.2.2. Title and risk of loss to Devices passes to Client upon delivery to Client based on shipping point.

1.2.3. When feasible, Butterfly reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delivery dates are approximate.

1.2.4. Client shall not have any right to return Devices for a refund after delivery except for Devices shipped in error that are different from the Devices listed on Exhibit B (Device Description) or as otherwise specified in the Budgetary Quotation.

1.3 Subscription Support Services. Butterfly will provide to Client reasonable technical support, maintenance, and generally available updates. Client shall not contract with or otherwise allow a third party to provide assistance or support for the Subscription Services or Devices without the prior written consent of Butterfly.

1.4 Professional Services. From time to time, Client may engage Butterfly to provide certain professional services (“Professional Services”), such as for training, implementation or customization of the Subscription Service. Fees for Professional Services will be based on Butterfly’s then applicable Professional Services rates. Each such engagement of Professional Services will be described in a Statement of Work that must be accepted in writing by an authorized representative of each Party. In the event of a conflict between the terms provided in this Agreement and the terms of any Statement of Work, the terms of this Agreement will prevail, except that the terms of the Statement of Work shall prevail over conflicting terms of this Agreement (but only with respect to such applicable Statement of Work) where the Statement of Work explicitly identifies such conflicting terms and confirms the intent of the Parties to supersede or modify the conflicting term of this Agreement.

1.5 Changes to Subscription Service. Butterfly may modify or delete any features of the Subscription Service in any manner that: (a) does not have an adverse impact on the Subscription Service or (b) may be necessary to meet any applicable legal, regulatory, or industry-standard requirements or demands. Butterfly shall notify Client as promptly as practicable in advance of such changes to the Subscription Service under clause (b) that have an adverse impact on the Subscription Service.

## **2. Fees and Payment**

2.1 Fees. Client shall pay the amounts set forth in the Budgetary Quotation executed between the Parties and incorporated herein by reference, (the “Budgetary Quotation”) for the Devices and Subscription Service. No third party pass-through fees, direct fees, or any other transaction costs, are included; Client is solely responsible for payment of any such fees and costs. In the event of a conflict between the Budgetary Quotation and the terms of this Agreement, the Budgetary Quotation shall govern.

2.2 Invoices. All invoices will be issued with the frequency and terms as specified in the Budgetary Quotation. All payments shall be made in U.S. Dollars by bank wire or other form of transfer. Overdue amounts will be subject to a late payment charge at the lesser of one and one half percent (1%) per month or 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 . Any payment not received from Client by the due date may result in suspension of Client’s ability to access the Services until payment is made. Client shall pay any applicable state, federal, or other sales and use taxes that may be associated with the purchase of the Devices and Services under this Agreement, and Butterfly may collect all applicable sales taxes. If Client claims tax-exempt status, Client will provide Butterfly with documentation of such status. If applicable, all reasonable and customary travel related expenses, such as airfare, hotel, transportation, and

meals will be billed to Client for any on-site work performed under this Agreement. If travel expenses are incurred, Butterfly will make reasonable efforts to keep travel costs to a minimum.

2.3 **Texas Prompt Payment Act Compliance.** Payments for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31<sup>st</sup> 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.

2.4 **Disputes.** If Client has a good faith dispute regarding payment for a particular Device or Service, such dispute shall not entitle Client to withhold payment for any other Device or portion of Service. Client grants Butterfly a purchase money security interest in all Devices listed in Exhibit B (Device Description) until full payment is received, and Client agrees to perform all acts and execute all documents as may be necessary to perfect Butterfly's security interest.

2.5 **Discount Disclosure.** The dollar value of the discounts or other reductions in price pursuant to this Agreement, if any, and any other items and services not paid for by Client and received by Client under this Agreement are "discounts and other reductions in price" under Section 1128B(b)(3)(A) of the Social Security Act (42 U.S.C. § 1320-a-7b(b)(3)(A)), as amended. It is the intent of the parties to comply with the Anti-kickback Law Discount Safe Harbor (42 C.F.R. § 1001.952(h) as amended). The Discount Safe Harbor requires that certain discounts be reported and or passed on to Federal and State health care programs, such as Medicare and Medicaid. Client understands and agrees it must properly disclose the discounts or reductions in price, and reflect such discounts or reductions in price in the costs claimed or charges made, under any Federal or State health care program which provides cost or charge-based reimbursement to Client for the items and services covered by this Agreement. Client shall be solely responsible for determining whether the savings or discounts it receives must be reported or passed on to payors.

### **3. Data Privacy**

3.1 **Obligations.** Client acknowledges and agrees that Butterfly does not require any specific data from Client or End User, that Client and End User controls the content of any Client Data (as defined below) that is inputted, transmitted, uploaded, transferred, submitted, disclosed, processed, collected, stored, replicated or in any other way accessed or used through the use of the Subscription Service, and that Butterfly has no obligation to monitor the content of any Client Data. Client shall be responsible for procuring any necessary consents and making any notifications under applicable Law with respect to the provision of the Client Data to Butterfly through the Subscription Service and the processing of such Client Data by Butterfly through the Subscription Services. Upon request of Butterfly, Client will provide Butterfly with documentation to support such consent.

3.2 **Compliance with Law.** Butterfly acknowledges that in the performance of the Subscription Service, Butterfly may have access to Client Data. Butterfly shall only use and disclose Client Data in accordance with applicable Law, including without limitation HIPAA as amended by the HITECH Act, and the terms of the Business Associate Agreement ("BAA") attached hereto as Exhibit C (Business Associate Agreement). Law means: (a) any national, state, local or other law or statute in any applicable jurisdiction; (b) any rule or regulation issued by a relevant regulatory agency; and (c) any written or authoritative interpretation by such relevant regulatory agency of any such law, statute, rule or regulation.

### **4. Ownership**

4.1 **Butterfly Property.** Butterfly owns all right, title and interest in and to: (a) the Subscription Service and the technology, software, hardware, products, processes, algorithms, user interfaces, documentation, user manuals and know-how related to the Subscription Service; (b) any data and content generated through the use or execution of the Subscription Service to the extent such data or content does not include Protected Health Information (“PHI”) as that term is defined in HIPAA; (c) any and all Butterfly Confidential Information (see Section 12); (d) Anonymized Data (as defined below); (e) the Devices, subject to Section 4.3 (Client Property), and the technology, software, hardware, products, processes, algorithms, user interfaces, documentation, user manuals and know-how related to the Devices; and (f) any and all Intellectual Property Rights embodied in (a)-(e) (collectively the “Butterfly Property”). Intellectual Property Rights means patents, inventions, utility models, trademarks, service marks, trade and service names, copyrights, database rights and design rights (whether or not any of them are registered, and including applications for registration of any of them), rights in know-how, moral rights, trade secrets and rights of confidence and all rights or forms of protection of a similar nature or having similar or equivalent effect to any of them which may exist anywhere in the world. Butterfly shall own any and all developments, inventions and work product created under any Professional Services, including but not limited to training materials, implementation guides and customizations of the Subscription Service. Butterfly shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services and Devices any suggestions, enhancement requests, recommendations or other feedback provided by Client and End Users relating to the Services and Devices. All rights not expressly granted to Client herein are expressly reserved by Butterfly.

4.2 **Client Data.** As between the Parties, the data, images, imaging studies and content that Client or an End User inputs, transmits, uploads, transfers, submits, discloses or otherwise provides to the Subscription Service will remain exclusive property of Client (collectively, the “Client Data”). Notwithstanding anything in this Agreement or in any Business Associate Agreement between the Parties to the contrary, and notwithstanding any termination or expiration of this Agreement, Client Data will not include Anonymized Data, which is defined as Client Data that has been fully and permanently de-identified in accordance with HIPAA.

4.3 **Client Property.** Following receipt of the Devices and payment of the Device fees and implementation fees, as applicable and as set forth in the Budgetary Quotation, Client owns all right, title and interest in and to the Devices. Subject to the aforementioned sentence, Client Data and Devices are, collectively, “Client Property.”

5. **System Monitoring.** Butterfly expressly reserves the right to monitor any and all use of the Subscription Services, including certain performance characteristics of the Device. Butterfly may gather system data for the purpose of optimizing the Subscription Services. This information includes, but is not limited to, data regarding memory usage, connection speed and efficiency, as well as temperature, battery and other Device characteristics. Butterfly shall have no obligation to monitor the Client Data, but reserves the right to monitor the Subscription Services for purposes of verifying compliance with the terms of this Agreement.

## 6. **Client Responsibilities**

6.1 **Medical Diagnosis and Treatment.** Client acknowledges and agrees that all clinical and medical treatment and diagnostic decisions are the responsibility of Client and its professional healthcare providers.

6.2 **Use for Clinical Diagnostic Purposes.** Client acknowledges and agrees that it and its End Users will use the Devices and Services consistent with the Device labeling, the Butterfly Terms of Use and only for clinical diagnostic purposes in the diagnosis or treatment of a disease or condition, for teaching, research or other authorized purposes and not for any entertainment or amusement purposes.

6.3 **Maintenance.** Client is responsible for maintaining the Device in accordance with all



written instructions and labeling, including cleaning and disinfecting the Device.

6.4 Client Equipment. Client is responsible for obtaining and properly maintaining any Client Equipment, defined as: (a) Client's computer hardware, software and network infrastructure used to access the Subscription Service; (b) the smartphones used to connect to the Device; (c) other data storage and viewing platforms and networks including but not limited to Client's internal systems (e.g., EMR and DICOM) for viewing and accessing ultrasound images and imaging studies; and (d) any ancillary services needed to connect to, access or otherwise use the Devices and Subscription Service. Client shall be responsible, and under no circumstances will Butterfly or its Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Client Equipment, including any delays, inaccuracies, errors, malfunctions, security failures or other incident attributable to Client Equipment.

6.5 Restrictions on Use. Client shall not, and shall not allow or assist any End User or other entity to: (a) use the Device in a manner inconsistent with its labeling; (b) rent, lease, sublicense, assign, distribute, transfer, copy, reproduce, download, display, modify or timeshare or otherwise make the Butterfly Property or any portion thereof available to any third party other than End Users as contemplated by this Agreement; (c) use the Devices or Services to send or store infringing or unlawful material or material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (d) modify, copy or create derivative works based on the Butterfly Property, provided that Client may print, annotate or export, Client Data contained in certain reporting/reviewing/viewing functions but only to the extent expressly permitted in the Documentation and only for purposes of providing medical care to the individual patient associated with such Client Data; (e) translate, reverse engineer, decompile, disassemble, or otherwise attempt to discover any source code or underlying ideas of any Butterfly Property, or modify any Butterfly Property, except to the extent (but only to such extent) that applicable Law prohibits such restrictions; (f) access or use the Butterfly Property to develop or create competing products or services or copy any features or user interface of the Butterfly Property or otherwise use such Butterfly Property as a component of or a base for products or services prepared for commercial sale, sublicense, lease, access or distribution; (g) attempt to repair the Butterfly Property; (h) disable any security devices or codes on the Butterfly Property; (i) alter, remove, or obscure any proprietary rights notices on the Butterfly Property or related Documentation; (j) create Internet "links" to or from the Subscription Service, or "frame" or "mirror" any content forming part of the Subscription Service except that Client may create links for sharing images and imaging studies consistent with the Documentation; and (k) use the Subscription Service, for purposes of benchmarking or other comparative analysis intended for publication without Butterfly's prior written consent.

6.6 Liability for Content. Client shall be responsible for, and under no circumstances will Butterfly or its Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Client Data, including any mistakes or inaccuracies contained in the Client Data, the use (or misuse or misappropriation) or subject matter of the Client Data, or Client Data while it resides in or is stored on Client Equipment. Client is solely responsible for uploading Client Data for storage in accordance with the Documentation and for any loss of Client Data resulting from Client's failure to so upload as further described in Section 6.9.

6.7 Security of Account. Client agrees to maintain all security regarding its and its End Users' account ID, password, and connectivity, including its computer networks. If Client's or its End Users' account ID or password are stolen, or otherwise compromised, Client is obligated to immediately change the password and inform Butterfly of the compromise. Client shall be responsible, and under no circumstances will Butterfly or its Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any compromise of Client's and its End Users' access credentials, Client Equipment and/or computer networks.

6.8 Location of Use. Client agrees and acknowledges that all use of the Subscription Service and Devices by it and its End Users will occur in the United States.

6.9 Client Data Not Uploaded to Subscription Service. Client agrees and acknowledges that the Client must be logged into the Subscription Service in order to use the Device. All Client Data generated through use of the Device may be transferred to the Subscription Service or Client's internal system/network for storage and subsequent use, provided that if Client or End User logs out of the Subscription Service without selecting an option to upload such Client Data for storage and subsequent use purposes, the Client Data will be deleted and will be unrecoverable through use of the Subscription Service.

6.10 Security Requirements. Client agrees and acknowledges that it will: (a) establish and maintain industry standard information, physical and administrative security protocols, including virus protection, for all Client Equipment; (b) establish and maintain backup and disaster recovery plans for any Client Data not uploaded to the Subscription Service; and (c) prevent unauthorized access to the Subscription Service and Devices and interception of transmission of Client Data from the Device to the smartphone.

7. **Hosted Security.** Butterfly maintains, and will continue to maintain throughout the Term of this Agreement, security measures to protect Client Data and prevent unauthorized access in accordance with applicable Law.

8. **Audit.** During the Term of this Agreement and for a period of one (1) year thereafter, Butterfly shall have the right (at its own expense, upon reasonable notice, and no more frequently than once per calendar year unless good cause exists) to conduct or have a third party auditor conduct an inspection of the compliance by Client (including any other persons or entities that are permitted to use or access the Services and Devices) of this Agreement. Client will, and shall cause its Affiliates, employees, subcontractors, agents, representatives and consultants, to cooperate in good faith with such audit activities. In the event that any such audit reveals an underpayment by the Client hereunder, and such underpayment is confirmed, Client shall promptly reimburse Butterfly for the amount of such underpayment. In the event an audit uncovers a breach of this Agreement, Client agrees to pay Butterfly the costs of such audit within ten (10) days of receipt of notice of the results of such audit and the costs therefor. Butterfly agrees that customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Butterfly which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

## 9. **Representations and Warranties; Disclaimer of Warranties**

9.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party as of the Effective Date that: (a) it has the full right, power and authority to enter into this Agreement, to perform its obligations hereunder and (b) this Agreement has been duly executed by it and is legally binding upon it, enforceable in accordance with its terms, and does not conflict with any agreement, instrument or understanding, oral or written, to which it is a Party or by which it may be bound, nor violate any material Law having jurisdiction over it.

### 9.2 Butterfly Representations and Warranties.

9.2.1. Butterfly warrants that the Subscription Service, when properly used for the purpose and in the manner specifically authorized by this Agreement and in accordance with the Documentation, will perform materially in accordance with the Documentation. The foregoing warranty shall be effective for so long as Client is a subscriber in good standing to the Subscription Service. The warranty in this Section 9.2.1 shall not apply to the Subscription Service to the extent that the Subscription Service has been modified by any party, other than Butterfly. Butterfly shall have no obligation to Client under the

warranty, or otherwise, if: (a) the failure of the Subscription Service to meet the warranty or conform materially to the Documentation can be attributable to Client Equipment, third party software or hardware or Client Data or (b) the failure of the Subscription Service to meet the warranty or conform substantially to the Documentation can be attributable to causes that are not the responsibility of Butterfly. Butterfly represents and warrants that any Professional Services will be performed by trained individuals in a professional and workperson-like manner.

9.2.2. Unless otherwise specified in the Budgetary Quotation, Butterfly warrants that for twelve (12) months from acceptance of the Device that: (a) the Device will be free from defects in title, material and workmanship under normal use and service and (b) the Device will perform substantially in accordance with the Documentation. Butterfly shall not have any obligation to Client hereunder if the warranty claim results from or arises out of: (i) the use of the Device in combination with any software, tools, hardware, equipment, supplies, accessories or any other materials or services not furnished by Butterfly or recommended in writing by Butterfly or using or combining the Device with any item or data that does not properly and unambiguously exchange data with the Device in accordance with the Documentation; (ii) the use of the Device in a manner or environment, or for any purpose, for which Butterfly did not design or license it, or in violation of Butterfly's recommendations or instructions on use; (iii) any alteration, modification or enhancement of the Device by Client or any third party not authorized or approved in writing by Butterfly; (iv) any defect or deficiency (including failure to conform to Documentation) that results, in whole or in part, from any improper storage or handling, failure to maintain the Device in the manner described in the Documentation, inadequate back-up or virus protection or any cause external to the Device or beyond Butterfly's reasonable control, including, but not limited to, power failure and failure to keep the Device clean and free of dust, sand and other particles or debris; or (v) any use or maintenance, or any extraordinary use, repair or service of the Device, by anyone other than Butterfly or its authorized representatives. In addition, this warranty does not cover the Device to the extent it is used in any country other than the country to which Butterfly ships the Device.

9.2.3. Client will promptly notify Butterfly of any Device defect subject to the warranty in 9.2.3 above and return the Device as set forth herein at Butterfly's expense. Client will follow the cleaning and disinfection procedures set forth in the Documentation and any other instructions from Butterfly regarding Device return, and will package the Device in order to protect it from damage during return shipping. Upon receipt, Butterfly will promptly evaluate the Device. If Butterfly confirms that the Device is defective and subject the warranty in 9.2.3, Butterfly will promptly replace the defective Device with either a new or refurbished Device. If Butterfly determines that the damage resulted from any of the causes set forth in 9.2.3 (i) – (v), Butterfly will so notify Client and Client will have the option of purchasing a replacement Device.

**9.3** Exclusive Remedy. Butterfly's sole obligation and Client's sole remedy for breaches of the warranty in Section 9.2.1 and 9.2.3 is for Butterfly to use commercially reasonable efforts to provide services to correct the failure of the Subscription Service or Devices to operate in accordance with the Documentation. **THE FOREGOING REMEDY IS EXCLUSIVE, IS SUBJECT TO THE LIMITATIONS SET FORTH HEREIN AND SHALL BE CLIENT'S SOLE REMEDY WITH RESPECT TO ANY CLAIM OF BREACH OF WARRANTY ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

9.4 Client Representations and Warranties. Client represents and warrants that it will, and will ensure that its End Users, use the Services and Devices only in accordance with all applicable Laws (including but not limited to HIPAA).

9.5 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 9, BUTTERFLY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, OR NON-INFRINGEMENT. BUTTERFLY DOES NOT WARRANT, REPRESENT, OR GUARANTEE THAT THE SERVICES SHALL BE UNINTERRUPTED, ERROR-FREE, OR THAT THE SERVICES OR DEVICES WILL PROVIDE ANY SPECIFIC RESULTS FOR CLIENT, OR PROVIDE ANY RESULTS AT ALL. FURTHER, CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT THE SERVICES MAY BE CONTINGENT ON THIRD PARTY PERFORMANCE AND BUTTERFLY CANNOT GUARANTEE AND IS NOT LIABLE FOR THE SAME. THE SERVICES AND DEVICES, AND DELIVERABLES, IF APPLICABLE, PROVIDED HEREUNDER ARE NOT INTENDED TO SUBSTITUTE FOR, OR TO REPLACE THE SKILL, KNOWLEDGE, AND EXPERIENCE OF CLIENT, END USER OR OTHER LICENSED PHYSICIANS OR OTHER CARE PROVIDERS. BUTTERFLY ASSUMES NO RESPONSIBILITY FOR PATIENT CARE AND IS NOT PROVIDING THE DEVICES OR ANY SERVICE HEREUNDER TO THE CLIENT AS A SUBSTITUTE OR REPLACEMENT FOR THE MEDICAL JUDGMENT OF THE CLIENT'S PHYSICIANS, END USERS OR OTHER CARE PROVIDERS. BUTTERFLY HAS NO, AND DISCLAIMS ANY RESPONSIBILITY WHATSOEVER FOR, AND CLIENT RELEASES BUTTERFLY FROM, ANY CLAIMS ARISING FROM OR RELATED TO THE CONDUCT OF THE CLIENT'S BUSINESS OR FOR ACTS OR OMISSIONS OF CLIENT AND END USERS IN THE PROVISION OF PATIENT CARE, AND THAT ANY RELIANCE UPON THE BUTTERFLY PROPERTY OR SERVICES HEREUNDER SHALL NOT DIMINISH THE CLIENT'S RESPONSIBILITY FOR PATIENT CARE. Further, Butterfly does not and cannot control the performance of Internet or cellular services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Client's connections to the Internet or cellular service (or portions thereof). Although Butterfly will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Butterfly cannot guarantee that such events will not occur. BUTTERFLY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES WHICH ARE NOT BUTTERFLY'S SUBCONTRACTORS.

9.6 Warranties to Client Only. The warranties stated in this Section are made only to Client and Butterfly shall have no liability to any third party, including any End User, with respect to the Services or Devices as a result of the warranties contained herein.

## **10. Limitation of Liability**

10.1 Liability Limitation. in no event shall either party or Butterfly's third party suppliers have liability arising out of or pertaining to this agreement to the other party or any other third party for any special, incidental, exemplary, consequential, punitive, or indirect damages of any kind based on any claim or legal theory, including but not limited to, damages for loss of data, lost opportunity, lost savings, lost profits, loss of use, business interruption or cost of substitute services or technology, even if informed of the possibility of any such damages in advance. additionally, except for claims arising from gross negligence or willful misconduct, or either party's indemnification obligations as set forth in section 11, neither party's nor butterfly's suppliers' or licensors' aggregate liability to the other party and any affiliates and their respective officers, directors, employees, and end users for any claims arising under this agreement or otherwise arising from the transactions contemplated herein and therein regardless of the form of action (including, but not limited to, actions for breach of contract, negligence, strict liability, rescission and breach of warranty) shall exceed the fees client paid in the twelve (12) months preceding the event giving rise to the claim. client hereby releases butterfly from all obligations, liability, claims or demands in excess of this limitation. this limitation of liability shall apply to the maximum extent permitted by applicable LAWS AND NOTWITHSTANDING THE FAILURE OF ANY LIMITED REMEDY. All indemnification

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

10.2 Transmission of Data. Butterfly is not responsible for loss or alteration of Client Data in transmission (including in transmission from the Device to the smartphone and from the smartphone to the Subscription Service or Client's internal system/network), due to improper transmission by Client or an End User, or failure by Client, an End User or any third party to act on any communication transmission to or by Client or an End User through the Subscription Service or through use of a Device. Butterfly is not responsible for any Client Data generated through use of the Device but not uploaded to the Subscription Service.

## 11. Indemnity

11.1 Butterfly's Indemnification Obligations. Butterfly shall defend, indemnify, and hold harmless Client and its Affiliates, and their respective directors, officers, and employees against any and all actions, claims or assertions brought against them by a third party ("Claims"), that the Subscription Service or Devices, when used within the scope of and in accordance with this Agreement and the Documentation, infringes a United States patent or copyright and will pay resulting costs, damages, and attorney fees finally awarded. In the event that the Subscription Service and/or Device in the opinion of Butterfly, is likely to or does become the subject of a claim of infringement, Butterfly shall have the right at its sole option and expense to: (a) modify the Subscription Service and/or Device to be non-infringing provided that such modification does not fundamentally change the functionality of the Subscription Service and/or Device; (b) obtain for Client a license to continue using the Subscription Service and/or Device at no additional charge to Client; or (c) if neither (a) nor (b) are reasonably practicable, terminate the Agreement and refund to Client the pro rata portion of fees paid to Butterfly for such portion of the Subscription Service and/or Device thereof that cannot be utilized due to such infringement.

11.2 Butterfly shall have no liability under this Section 11 for any such claim based upon: (a) any component of software provided by Client or any third party; (b) any modification by a party other than Butterfly, unless such modification was at the direction of Butterfly; (c) the combination, operation or use of the Subscription Service and/or Device with a software program(s) or data not part of Subscription Service and/or Device if the claim would have been avoided had such combination, operation or use not occurred; (d) the Subscription Service and/or Device being used in a manner not authorized by this Agreement; and (e) continued use of the Subscription Service and/or Device from the date of written notice wherein Butterfly informs Client that such continued use may lead to a claim. This Section 11.1 sets forth Butterfly's sole and exclusive obligation and liability, and Client's sole and exclusive remedy, for any infringement or misappropriation of intellectual property rights of any kind.

11.3 Client's Indemnification Obligations. Client shall indemnify and defend Butterfly and its Affiliates, licensors, and suppliers, and their respective directors, officers, shareholders, employees, contractors and agents from and against any and all Claims and all liabilities, awards, damages, settlements, fees, penalties, costs and expenses (including reasonable attorney's fees) owing to third parties (including for avoidance of doubt, government and regulatory agencies) in connection therewith (collectively, "Losses"), arising from: (a) any gross negligence or willful misconduct by Client; (b) any failure by Client to procure appropriate consents or authorizations, including from patients; (c) any failure to comply with the End User Agreement attached hereto; (d) breach of Section 6 (Client Responsibilities); (e) Client's and its End Users' use or misuse of the Services and/or Devices; (f) Client Data (whether properly or improperly obtained and/or transmitted); (g) Client Equipment, including, without limitation, any failure or malfunction caused by the smartphone connected to the Device; (h) Client's and/or its End Users' failure to comply with any applicable Law to which it may be subject in the use of the Services; (i) the consequences of Client's or End Users' utilization of the Services and/or Devices in respect of any third party; and (j) any allegation that the Client Property infringes the Intellectual Property Rights of a third party. All indemnification 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

11.4 **Indemnification Procedure.** The Party having the benefit of the indemnification obligation under this Section 11 (the "Indemnitee") shall: (a) give the Party having the indemnification obligation (the "Indemnitor") prompt notice of any claim; (b) allow the Indemnitor to have sole control over the defense and settlement of the claim, provided, however, that the Indemnitee shall have the option, at its sole discretion, to participate in the defense of any such claim using attorneys selected by it, the costs and expenses of which shall be the responsibility of Indemnitee; and (c) provide all assistance reasonably requested by Indemnitor, at Indemnitor's expense, in the defense and settlement of the claim. The Indemnitor will not consent to the entry of any judgment or enter into any settlement with respect to a Claim without the Indemnitee's prior written consent (not to be unreasonably withheld or delayed) unless: (i) the judgment or proposed settlement involves only the payment of monetary damages by the Indemnitor, and does not impose injunctive or other equitable relief upon or otherwise adversely affect the Indemnitee; (ii) there are no additional Claims pending against the Indemnitee, and no adverse impact on existing Claims, as a result of the judgment or proposed settlement; and (iii) the Indemnitee will have no liability with respect to such judgment or proposed settlement and will not otherwise be materially and adversely affected by the terms of such settlement.

12. **Confidentiality.** "Confidential Information" means any confidential and proprietary information related to a Party's business belonging to one Party ("Discloser"), and disclosed to the other Party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including information concerning research, development, design details and specifications (including beta versions of functionality), financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information and marketing plans, internal business processes, product designs, the terms and conditions of this Agreement (including pricing and other terms reflected in Exhibits hereto or other order forms), and any additional information that any End User or other third party has disclosed to Discloser in confidence and that Discloser is permitted to disclose to Recipient under the terms and conditions of this Agreement. Any information related to the Services, Devices or other Butterfly Property shall be deemed to be the Confidential Information of Butterfly, and any Client Data shall be deemed to be the Confidential Information of Client. Recipient shall only use Confidential Information of the Discloser for the purposes of this Agreement and shall keep such information in strict confidence. Recipient shall restrict disclosure of Confidential Information solely to its employees, attorneys, accountants, contractors and other representatives with a need to know, not disclose it to any third parties, except End Users as permitted hereunder, and use no less than reasonable care in its obligations. Except as expressly set forth elsewhere in this Agreement, all Confidential Information shall remain the property of the respective Discloser. Information will not be deemed "Confidential Information" if such information: (a) is generally available to the public (other than through breach of this Agreement); (b) is received from a third party lawfully empowered to disclose such information without being subject to an obligation of confidentiality; or (c) was rightfully in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient. Notwithstanding the above, the Recipient will not be in violation of this Section 12 with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Recipient provides the Discloser with prompt written notice of such disclosure where reasonably possible in order to permit the Discloser to seek confidential treatment of such information.

13. **Governing Law.** This Agreement shall be governed by the laws of the state of Texas without giving effect to any conflict of law principles. The Parties hereby waive any objection to the exclusive jurisdiction and venue of the state and courts in Williamson County, Texas. Term and Termination.

14. **Term.** The Agreement shall commence on the Effective Date and shall continue in effect for the term specified in the Budgetary Quotation (the “Initial Term”). Following the Initial Term, the Agreement will automatically renew for subsequent terms of the same length as the Initial Term, and in any event, at least twelve (12) months, (each, a “Renewal Term”). Either Party may terminate this Agreement by giving written notice of non-renewal within sixty (60) days prior to the end of the Initial Term or Renewal Term as applicable.

14.1 Termination for Breach. This Agreement may be terminated by either Party for material breach if such breach has not been cured by the other Party within thirty (30) days' receipt of written notice of such breach by such other Party. If the Agreement is terminated by Butterfly as a result of a material breach by Client, Client shall remain liable for the payment for the entire Subscription Service Fee, as applicable, for the then current Term, as the case may be, and any unpaid amounts still due and owing for Devices.Suspension. Butterfly may suspend the provision of the Subscription Service to Client under this Agreement effective immediately upon notice if: (a) Client fails to pay any portion of the fees due under the Budgetary Quotation within thirty (30) days after receiving written notice from Butterfly that payment is past due; (b) if Client or an End User breaches Section 6 (Client Responsibilities); or (c) if Client's or an End User's use of the Subscription Service: (i) poses a security risk to the Services or any other third party or (ii) may adversely impact Butterfly's systems, networks, any Butterfly Property or the data of any other Butterfly client. During any such suspension, or in the event that the Subscription Service is unavailable for any reason, Client is solely responsible for continuity of patient care, including, identifying alternate means of accessing diagnostic images, imaging studies and Patient Data.

14.2 Effects of Termination. All subscriptions extend for a mandatory minimum period of one (1) year. Users choosing to discontinue after this first year will maintain the ability to scan with the Butterfly iQ and access their existing studies in the cloud but will no longer be able to archive new studies. Upon expiration or termination of this Agreement under this Section 14, Butterfly shall immediately terminate Client and any End Users' ability to archive new studies. In accordance with the Business Associate Agreement executed between the parties, upon client's request, Butterfly will return or destroy using a non-recoverable method, Client Data, excluding Anonymized Data. Butterfly will be permitted to retain Client's Confidential Information if such retention is strictly necessary to meet Butterfly's legal compliance obligations, is done pursuant to Butterfly's records management program, and is limited to the minimum Client Confidential Information and minimum retention period needed to meet these obligations. Client shall immediately pay to Butterfly all amounts due and payable prior to the date of such expiration or termination and, except in the event of termination by Client due to breach by Butterfly, all unpaid Subscription Fees that would become due under the then-current Subscription period if such termination did not occur.

14.3 Survival. Sections 2 (Fees and Payment), 3 (Data Privacy), 4 (Ownership), 6.6 (Liability for Content), 6.7 (Security of Account), 8 (Audit), 9.3 (Exclusive Remedy), 9.5 (Disclaimer of Warranties), 9.6 (Warranties to Client Only), 10 (Limitation of Liability), 11 (Indemnity), 12 (Confidentiality), 13 (Governing Law), 14 (Term and Termination), 15.4 (Entire Agreement), 15.5 (Notices), 15.8 (Severability), 15.9 (Waiver; Modification), and 15.10 (Counterparts).

## 15. General

15.1 Independent Contractors. The Parties are independent contractors. Nothing in this Agreement shall be construed to create a joint venture, partnership, franchise, or an agency relationship between the Parties.

15.2 Insurance. The Parties, at their own expense, shall procure and maintain policies of insurance required by Law and at such levels as are appropriate and customary for each industry, and the scope of activities and operations and a Party's obligations hereunder. Upon reasonable request, each Party shall furnish to the other a Certificate of Insurance evidencing such coverage.

15.3 Assignment. This Agreement may not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld; provided however, Butterfly may freely assign this Agreement without the consent of the other Party, in whole or in part, in connection with a merger, consolidation, reorganization or transfer of all or substantially all of Butterfly's assets or stock to a successor. Any attempted assignment in violation of this Section 15.3 shall be void. This Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.



15.4 **No Waiver of Sovereign Immunity or Powers.** Nothing in this quote/agreement will be deemed to constitute a waiver of sovereign immunity or powers of customer, the Williamson County Commissioners Court, or the Williamson County.

15.5 **Entire Agreement.** This Agreement as executed by the Parties constitutes the complete and exclusive agreement and understanding between the Parties and terminates and supersedes any prior agreement or understanding relating to the subject matter hereof between Butterfly and Client. None of the provisions of this Agreement can be waived or modified except in a writing signed by both Parties. There are no representations, discussions, proposals, promises, agreements, warranties, covenants or undertakings, whether oral or written, other than those contained herein.

15.6 **Notices.** Notices must be in writing; delivered: (a) personally; (b) by certified mail return receipt requested; (c) by facsimile transmission with a confirming copy sent the same day by first class mail; or (d) by a nationally recognized overnight courier service; and addressed to the addresses set forth below. Each notice shall be deemed given upon receipt of such notice by the other Party. All notices shall be sent to the Parties at the following addresses:

To Business Associate:

Butterfly Network, Inc.  
11 Madison Square North, 7<sup>th</sup> Floor  
New York, NY 10010

To Client:

Williamson County Regional Animal Shelter  
1855 SE Innerloop  
Georgetown, TX 78626

15.7 **Force Majeure.** Neither Party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, or any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delays in transportation or communications, internet or telecommunications failures, cyberattacks or any act or failure to act by the other Party, its employees, agents or contractors. The Parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a substantial delay in the performance of this Agreement.

15.8 **Publicity.** Butterfly may issue one (1) press release within thirty (30) days of the Effective Date of this Agreement announcing the existence of this Agreement and generally describing the terms hereof or as otherwise mutually agreed by the Parties. During the Term of this Agreement, Butterfly may use Client's name and logo on the Butterfly web site and in Butterfly's collateral marketing materials, provided that Client has approved in writing the form of any such use, such approval not to be unreasonably withheld.

15.9 **Severability.** If one or more provisions of this Agreement are held to be unenforceable under Applicable Laws, the Parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each Party as closely as possible to that under the provision rendered unenforceable. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then: (a) such provision shall be excluded from this Agreement; (b) the balance of the Agreement shall be interpreted as if such provision were so excluded; and (c) the balance of the Agreement

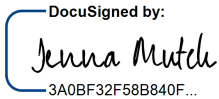
shall be enforceable in accordance with its terms.

15.10 Waiver; Modification. If a Party waives any term or provision or the other Party's breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by the Party against whom such waiver is asserted. No waiver by a Party of a breach of this Agreement by the other Party shall constitute a waiver of any other or subsequent breach by such other Party. This Agreement may be modified only if authorized representatives of both Parties consent in writing.

15.11 Counterparts. This Agreement may be executed in counterparts.

**BFLY Operations, Inc.**

**Williamson County Regional Animal Shelter**

By:    
3A0BF32F58B840F...

By:

Name: Jenna Mutch

Name:

Title: Sr director, veterinary

Title:

Date: 5/23/2022

Date:

**Exhibit A****End User License Agreement**

The Butterfly Network, Inc. platform (Butterfly iQ) is a cloud-based ultrasound image acquisition and sharing platform for patient care, research, education or other authorized use. The examination and associated patient information that you will store, send, and/or receive through Butterfly iQ will be transferred and stored in accordance with HIPAA standards. By clicking the accept button, you acknowledge and agree to the following:

- You have the authority and the right to use the login credentials that you are using, and to access, use, transmit, and share the imaging examination and protected health information (PHI) of the associated patients.
- You will not share your login credentials or otherwise permit unauthorized individuals to access Butterfly iQ.
- You are a licensed physician in good standing or otherwise qualified to use Butterfly iQ.
- You have obtained any required consents, authorizations, or other permissions necessary to share the image and associated patient information and have otherwise taken steps to ensure that the transmission complies with applicable law.
- You are not purporting to be anyone other than yourself (or a person for whom you have legal authority to act).
- You are adhering to all international, national and/or state laws/regulations that govern the exam and associated PHI.
- You will only use Butterfly iQ in accordance with the Terms of Use and the Device labeling.
- You are sharing this imaging examination and associated PHI for purposes of research, education or continuity of care and not for any illegal or malicious purpose.
- You will only transfer Protected Health Information (PHI) from the Butterfly Cloud using an encrypted connection.
- Butterfly Network, Inc. is not the intended recipient of any imaging examination, rather, Butterfly Network, Inc., provides a platform for the storage and transfer of imaging examinations from one health care provider to another.
- Butterfly Network, Inc., is not a healthcare provider and is not responsible for the medical care or treatment of any patient.
- Butterfly Network, Inc., will not be responsible for the content, results, diagnoses (or lack thereof) in the data provided and/or transmitted and will not review, verify, or provide any opinion or consultation regarding same.
- You agree to hold Butterfly Network, Inc., harmless from any costs or damages arising from your use, misuse or reliance on this system, except to the extent that such costs or damages are caused by Butterfly Network, Inc.'s gross negligence or intentional misconduct.

**Exhibit B****Device Description**

Butterfly iQ is a general-purpose diagnostic ultrasound imaging system for use by a qualified and trained healthcare professional enabling diagnostic imaging and measurement of anatomical structures and fluid.

Butterfly iQ is indicated for use by qualified and trained healthcare professionals to enable diagnostic ultrasound imaging and measurement of anatomical structures and fluids of adult and pediatric patients for clinical applications, including the following:

- Peripheral Vessel (including carotid and arterial studies)
- Procedural Guidance
- Small Organs (including thyroid)
- Cardiac
- Abdominal
- Urology
- Fetal/Obstetric
- Gynecological
- Musculoskeletal (conventional)
- Musculoskeletal (superficial)

The product can be used in a variety of settings such as clinics, hospitals, and clinical point of care centers for M-mode, B-mode, and Color Doppler functions.

**Exhibit C****HIPAA Business Associate Addendum**

**THIS HIPAA BUSINESS ASSOCIATE AGREEMENT** (the “Agreement”) supplements and is made a part of the Master Terms and Conditions (the “Underlying Agreement”) by and between Client, (referred to herein as “Covered Entity”) and BFLY Operations, Inc., (referred to herein as “Business Associate”) and is effective as of the effective date of the Underlying Agreement (the “Effective Date”). Covered Entity and Business Associate may each be referred to herein as a “Party” and collectively as the “Parties.”

**WITNESSETH:**

WHEREAS, in connection with the Underlying Agreement, Covered Entity may disclose certain information to Business Associate constituting Protected Health Information (“PHI”);

WHEREAS, the Parties intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Underlying Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Health Information Technology for Economic and Clinical Health Act (collectively, “HIPAA”) and privacy and security regulations promulgated thereunder as amended from time to time (the “HIPAA Regulations”) and other applicable laws; and

WHEREAS, the purpose of this Agreement is to set forth the requirements necessary to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

A. Definitions. Unless otherwise specified in this Agreement or the Underlying Agreement, all capitalized terms used herein shall have the meanings ascribed to them in the HIPAA Regulations.

B. Stated Purpose for which Business Associate May Use or Disclose PHI. The Parties hereby agree that except as otherwise limited in this Agreement, Business Associate shall be permitted to use or disclose PHI provided or made available from Covered Entity to perform any function, activity or service for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the HIPAA Regulations if done by Covered Entity.

C. Business Associate Obligations. Business Associate covenants and agrees that it shall:

(1) Not use or further disclose PHI other than as permitted or required under this Agreement or as required by applicable law or regulation.

(2) Implement the administrative, physical and technical safeguards set forth in 45 C.F.R § 164.302-318 and otherwise reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity and to use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted under this Agreement.

(3) Use appropriate safeguards to maintain the security of and prevent unauthorized access to Covered Entity's PHI. Such safeguards will include a written information security program.

(4) Require any of its agents or subcontractors, or other third parties with which Business Associate does business that are provided PHI or electronic PHI on behalf of Covered Entity, to agree, in writing, to adhere to substantially similar restrictions and conditions on the use and disclosure of PHI that apply to Business Associate under this Agreement.

(5) To the extent Business Associate maintains PHI in a Designated Record Set, make available to Covered Entity upon written request from Covered Entity, such information as is necessary to fulfill Covered Entity's obligations to provide PHI: (a) pursuant to an Individual's right to obtain a copy of his or her PHI under 45 C.F.R. § 164.524(a); or (b) that may be related to an Individual's right to amend his or her PHI under 45 C.F.R. § 164.526. Business associate will track disclosures of PHI as necessary to provide an accounting of disclosures pursuant to 45 C.F.R. § 164.528. In the event of a request by an individual directly to Business Associate for an accounting, Business Associate will inform Covered Entity and cooperate with Covered Entity so that Covered Entity may provide such an accounting in accordance with regulations and standards adopted by the Secretary of the U.S. Department of Health and Human Services (the "Secretary"). Business Associate shall also, as directed by Covered Entity, incorporate any amendments to PHI into copies of such PHI maintained by Business Associate.

(6) Make available to the Secretary all internal practices, books and records relating to the use and disclosure of PHI received from, or created by, Business Associate on behalf of Covered Entity, for purposes of determining Covered Entity's or Business Associate's compliance with the HIPAA Regulations. The Parties' respective rights and obligations under this Section C(6) shall survive termination of the Underlying Agreement.

(7) During the term of the Underlying Agreement, notify Covered Entity of any suspected or actual Breach of Unsecured PHI, Security Incident, or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Notice may be supplemented as facts become available and will include, to the extent known, the identification of each individual whose Unsecured PHI has been or is reasonably believed by Business Associate to have been accessed, acquired or disclosed during such Breach and other information necessary for Covered Entity to fulfill any Breach notification obligations. This Section C- (7) constitutes notice to Covered Entity of unsuccessful Security Incidents, such as port scans, firewall pings and failed login attempts provided that such unsuccessful Security Incidents do not result in the unauthorized use or disclosure of PHI. Notice to Covered Entity otherwise will be provided in accordance with the Notice provisions of the Underlying Agreement.

(8) Disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary, in Business Associate's judgment, to perform or fulfill a specific function required or permitted by this Agreement.

D. Permitted Uses and Disclosures. Business Associate agrees that it shall not use or disclose PHI in any manner, form, or in any means that is contrary to its obligations under the Underlying Agreement or this Agreement. Notwithstanding the foregoing, the Parties agree that, pursuant to federal law, Business Associate may:

(1) Use PHI in its possession for its proper management and administration and to fulfill any of its present or future legal responsibilities provided that such uses are permitted under state and federal confidentiality laws.

(2) Disclose PHI in its possession to third parties for the purpose of its proper management and administration or to fulfill any of its present or future legal responsibilities provided that (i) the disclosures are required by law, as provided for in 45 C.F.R. § 164.501, or (ii) Business Associate has received from the third party written assurances that the PHI will be held confidentially, that the PHI will only be used or further disclosed as required by law or for the purpose for which it was disclosed to the third party, and that the third party will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached, as required under 45 C.F.R. § 164.504(e)(4).

(3) Use PHI in its possession to provide data aggregation services relating to the health care operations of the Covered Entity.

(4) Use PHI in its possession to create de-identified data in accordance with the HIPAA Regulations. Business Associate may use such de-identified data for quality assurance, product improvement and other business purposes.

E. Termination. Notwithstanding any other provision under the Underlying Agreement and pursuant to federal law, Business Associate agrees that the Underlying Agreement may be terminated by Covered Entity should Covered Entity determine that Business Associate has violated a material term of this Agreement.

F. Return or Destruction of PHI. Upon termination, cancellation, or expiration of the Underlying Agreement, if feasible, and upon the request of Covered Entity, Business Associate shall return to Covered Entity or destroy in accordance with standards promulgated by the Secretary, any and all PHI received from, or created by, Business Associate on behalf of Covered Entity that is maintained by Business Associate in any form. Should the return or destruction of the PHI be determined by Business Associate, in its sole discretion, to be infeasible, the Parties agree that the terms of this Agreement shall extend to the PHI until otherwise indicated by Covered Entity, and any further use or disclosure of the PHI by Business Associate shall be limited to that purpose which renders the return or destruction of the PHI infeasible.

G. Amendment to Comply with Law. The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Specifically, HITECH, as implemented by the HIPAA Omnibus Rule (78 Fed. Reg. 5566 (January 25, 2013)), imposes new requirements on business associates and covered entities with respect to privacy, security and breach notification. Applicable HIPAA and HITECH provisions, together with any guidance issued by the Secretary, and any applicable amendments to federal and state privacy law, are hereby incorporated by reference and will become part of this Agreement as if set forth in their entirety, effective as of the applicable effective date/s.

H. No Third Party Beneficiaries. Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.



Confidential

I. Term. This Agreement shall become effective on the Agreement Effective Date and shall expire when all of the PHI provided by Covered Entity to Business Associate is destroyed or returned to Covered Entity pursuant to Section F. The Parties agree that Sections B, C, and D of the Agreement shall survive the termination or expiration of the Underlying Agreement.

**Commissioners Court - Regular Session**

19.

**Meeting Date:** 05/31/2022

Approval of License Agreement for Indigent Claims Processing Software with Indigent Healthcare Solutions, LTD for the Health District

**Submitted By:** Kerstin Hancock, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving purchase of Indigent Claims Processing Software from Indigent Healthcare Solutions, LTD in the amount of \$4,715.00 per month, and exempting the procurement of such services from the competitive bidding requirements pursuant to Texas Local Government Code Discretionary Exemption 262.024(a)(2) - an item necessary to preserve the health and safety of the residents of Williamson County, and authorizing the execution of the agreement.

**Background**

This software will process indigent health claims and will replace the current third party administrator the Williamson County Health District utilizes. The term of this agreement will be May 31, 2022, through August 31, 2023. Following the initial term, this agreement shall automatically renew for one (1) year terms commencing on September 1st of each year and continuing thereafter until the following August 31st, unless otherwise terminated pursuant to the provisions hereof. Funding Source: 630 Health District Indigent Health Funding. IT has reviewed this purchase. Department point of contact is Julie Kiley.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Agreement

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Kerstin Hancock  
Final Approval Date: 05/26/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

05/26/2022 11:55 AM  
05/26/2022 11:57 AM  
Started On: 05/26/2022 11:06 AM

## NON-EXCLUSIVE LICENSE AGREEMENT

This Non-Exclusive License Agreement (“Agreement”) is by and between Indigent Healthcare Solutions, LTD (“Company”), a Texas limited partnership, with offices at 2040 N. Loop 336 W. Ste. 304, Conroe, Texas 77304, and Williamson County, Texas (“Licensee” or “County”), a political subdivision of the State of Texas, with offices at 710 S. Main Street, Ste. 101, Georgetown, TX 78626. The Parties enter into this Agreement for designated Licensee’s Departments’ access to and use of Company software programs and related materials (“Programs”) for a designated data processing system of the Licensee (“System”) by specified Users, and for designated services to be provided by Company, according to the terms and conditions specified in this Agreement.

### 1.0 DEFINITIONS

- 1.01 “**Programs**” include each software program identified in **Exhibit 1** (“Departments, Programs, and Users”) to this Agreement and associated documents, including but not limited to executable modules and subroutines, and user manuals and related documentation, in machine readable or printed form; and all enhancements, modifications, patches, upgrades, releases, developments, adaptations, and derivative works related thereto, no matter by whom developed.
- 1.02 “**Licensee**” means the Licensee governmental entity, including but not limited to the individual Licensee Departments specifically identified in **Exhibit 1** (“Departments and Users”) that are authorized by this Agreement to use one or more of the Programs and receive Company services.
- 1.03 “**Department**” means a particular specifically identifiable sub-unit of the Licensee governmental entity, for example, a distinct department, division, or physical office of the Licensee; or an independently elected official, or a distinct department, division or physical office operating under that elected official and subject to that elected official’s supervision or authority.
- 1.04 “**Department Program**” means the specific Program(s) that a particular Licensee Department is authorized to use or access under this Agreement. A Department may be authorized to use more than one Program, as specified in **Exhibit 1**.
- 1.05 “**User**” means a particular individual person that is authorized to use or access a particular Department Program under this Agreement. “**User Number**” shall mean, if specified in **Exhibit 1**, the total number of authorized Users for which Licensee has the right to permit access and use of a particular Department Program, not to exceed the permitted number of Concurrent Users authorized. Licensee shall assign a unique User Identification Number and User Password to each authorized User and provide a list of all authorized User Identification Numbers and User Passwords to Company, updated from time to time as

necessary to keep Company advised of all authorized Users and their assigned User Identification Numbers and User Passwords.

- 1.06 “**Concurrent User**” means a User who is accessing and using a particular Department Program at the same time as one or more other Users authorized to access and use an authorized Department Program. “**Concurrent User Number**” means the maximum number of Users authorized to access and use a particular Department Program at any given time. The authorized Concurrent User Number for each Department Program is stated in **Exhibit 1**.
- 1.07 “**Public Records Law**” means any applicable public open records law, or, as applicable, the Federal Freedom of Information Act (“FOIA”), 5 U.S.C. § 552, and the Texas Public Information Act, chapter 552 of the Texas Government Code.
- 1.08 “**Services**” means those services provided by Company to Licensee hereunder, including, for example, the License for access to and use of the Programs and related materials; remote (cloud-based) hosting; data backup, if any; Special Services; maintenance, support, training, and orientation; and any other services provided by Company under this Agreement.

## 2.0 LICENSE

### 2.01 Grant of License

Company hereby grants Licensee a non-exclusive, non-transferable, limited, revocable license to use the Programs identified in **Exhibit 1**, subject to timely payment of all fees and charges specified. Each Licensee Department identified in **Exhibit 1** may use the Program modules authorized in **Exhibit 1** specifically for that Department, and none other; by no more than the number of Users authorized in **Exhibit 1** specifically for that Department for that Department Program; by no more at any given time than the number of Concurrent Users authorized in **Exhibit 1** specifically for that Program and that Department; and for the number of Access Points identified in **Exhibit 1** specific to that Department for that Department Program. Each Licensee Department must use its identified Department Program(s) and related materials only in the regular course of its lawful business, within its usual governmental capacity without abuse, only at the sites and only on the networks and workstations or other equipment authorized, and in the manner contemplated by, and under the terms and conditions of, this Agreement.

### 2.02 Users, Concurrent Users

Licensee has the right to permit access and use of the Program(s) by authorized Licensee Department employees who have been identified to Company as authorized Users, up to the User Number specified in **Exhibit 1** for the applicable Program; *provided*, that no more than the authorized Concurrent User Number of Users may access or use the particular

Program(s) at any given time. Licensee shall assign a unique User Identification Number and User Password to each authorized User and shall provide to Company a list of authorized Users and their User Identification Numbers and User Passwords. Licensee has a continuing duty to update this information.

**2.03 Ownership of Programs and related materials**

All right, title, and interest in and to the Programs and related materials are and shall remain vested in, and shall vest solely with, Company. This Agreement does not create or transfer any right, title, or interest in or to the Programs or any related materials in favor of Licensee or any third party.

**2.04 No alterations or derivative works without consent of Company**

This Agreement does not grant Licensee the right to make derivative works or otherwise alter, modify, or adapt the Programs or related materials. Licensee may not itself, or by the actions of any third party, volunteer, or contractor (hereinafter referred to as Licensee's Designee), inspect, work on, improve, reverse engineer, enhance, adapt, develop, or otherwise use or exploit any of the Programs (collectively "Alterations") in any manner whatsoever not authorized expressly by this Agreement, without express written permission from Company. Licensee shall not make any replacements or substitutions to the Programs and related materials without the written consent of Company. Any such replacements or substitutions, or any derivative works, in whole (or part if incomplete), shall become the exclusive property of Company as of the time of their creation and be subject to this Agreement unless Company otherwise agrees in writing. If Licensee or anyone acting on Licensee's behalf, directly or indirectly, modifies the Programs or related materials without Company's written consent, Company's obligation to provide maintenance and provide support, at Company's option, will terminate; and any warranty of functionality will be voided.

**2.05 Ownership of alterations including derivative works**

If Company consents to Alterations to its intellectual property, including but not limited to Alterations that constitute copyrightable or patentable derivative works, by Licensee or any Licensee's Designee, Licensee agrees that all right, title, and interest in and to any and all Alterations developed by Licensee or by Licensee's Designee, whether such Alterations are completed or only partially completed, (i) shall be works made for hire for Company if they are of a character that may be recognized as such under applicable law; or (ii) if not of such character, that all right, title, and interest in and to such Alterations shall be and hereby are transferred and assigned by Licensee to Company; or (iii) if such present transfer and assignment is not recognized under applicable law, shall be transferred and assigned by Licensee to Company when applicable law recognizes the effectiveness of such transfer and assignment; and (iv) that Licensee shall execute suitable transfer and assignment documents upon request by Company, and (v) otherwise provide all reasonable assistance to Company or its designee in effecting the registration or recordation of such Alterations.



Licensee shall ensure that Licensee's Designee performing such work shall transfer and assign all right, title, and interest in and to the Alterations to Company, including all proprietary and descriptive information related to the Programs and the Alterations that is developed by Licensee's Designee. Licensee agrees and warrants that it will be responsible for ensuring that appropriate contractual, work made for hire, and transfer and assignment documents are executed by it and by Licensee's Designee.

#### 2.06 **No removal of proprietary legends or notices**

Licensee agrees not to remove or destroy any proprietary or confidential legends or markings (including but not limited to copyright or trademark notices) placed upon or contained within the Programs and related materials.

#### 2.07 **Licensee data**

Licensee retains all rights in and to its data. At the termination of this Agreement, or at any other time upon request by Licensee and as a Special Service, the data will be exported by Company to Licensee in a symbol-delimited ASCII format with an accompanying record layout, or in such other format appropriate for Licensee and which Company is practically capable of producing and to which Company agrees; provided, that use of such non-ASCII format does not infringe any rights of Company or any third party; and provided, further, that if programming or data conversion or reformatting by Company, or other data manipulation or processing, is required for production in such other format, Licensee agrees it will pay for such programming, conversion, reformatting, manipulation, or other processing at Company's then-prevailing time and materials rates, including reasonable travel costs and per diem expenses.

If requesting conversion of Licensee data to a non-ASCII format, Licensee must specify in writing to Company what data records Licensee desires to be converted, the format requested, and the media on which the converted data is requested to be written or recorded. This request is subject to Company's agreement. NOTE: A symbol- or tab-delimited ASCII file would be provided upon normal termination without charge, but there would be a charge for any other format, or if any reformatting, processing, or other manipulation of such a file were requested by Licensee or Licensee's new provider.

If this Agreement has been terminated under Section 8 ("Necessity of Funding Appropriation") on the basis that funds have not been appropriated, Company will have no obligation under this section or otherwise to provide any transferal or conversion assistance to Licensee unless and until Licensee (i) certifies in writing that funds are available for such services from current funding sources and (ii) Licensee commits in writing to pay Company for such services from such current funding sources.

Licensee will be solely responsible for obtaining, and for the costs of, any applicable third-party licenses or consents, or for the costs of any additional equipment or software required

by Company, that may be needed to accomplish or permit the conversion to the agreed export format and using the agreed media.

**2.08 No access by unauthorized persons or entities**

Licensee will not permit, and warrants to Company it will not permit, the Programs or related materials to be used, accessed, inspected, reviewed, or viewed either directly or indirectly by any unauthorized person or entity. Licensee will not provide copies of any reports or other output by the Programs to any person or entity not authorized to receive them under this Agreement, or to which Licensee is not otherwise required by applicable law to provide. This is a material condition of this Agreement.

**2.09 No sublicenses or unauthorized extensions of license**

Licensee may not grant or extend, and warrants to Company it will not grant or extend, sublicenses or other rights in or to the Programs to others not authorized by this Agreement to receive them, including but not limited to Departments not expressly authorized in **Exhibit 1** to use the specific Program; or assign or transfer the License in whole or part, or any rights in or to the Programs, to any unauthorized third party or to unauthorized Licensee Department or person. This is a material condition of this Agreement.

**2.10 Confidentiality; protection and non-disclosure**

Licensee recognizes the Programs are protected in part by three United States patents (US 9,558,163 B1 - US 9,558,288 B1 - US 9,514,107. B1); and recognizes and agrees that the Programs and related materials and information related to them are: (i) considered by Company to be trade secrets, (ii) provided to Licensee in confidence; and (iii) the exclusive and proprietary property and information of Company. **Licensee represents and warrants** that it will not disclose Programs or any related materials or any other Company confidential or proprietary information to any unauthorized person or entity, including but not limited to third parties or Departments or Users not expressly authorized by this Agreement, directly or indirectly, without express written authorization from Company. In the event a request is made for Licensee to disclose Programs or any related materials or information to a third party, Licensee promptly shall give written notice to Company identifying the requesting persons or entities. Company will determine in its sole discretion whether the requested disclosures should be made, and if not, what action Company will take; provided, that requests made under an applicable Public Records Law are subject to the provisions of Section 6.04 of this Agreement.

**2.11 Company right to terminate**

Company shall have the right to suspend or terminate this License and this Agreement at its sole discretion provided a written notice of at least ninety (90) days provided to Licensee, without penalty, cost, or liability to Company, and without further obligation of Company to Licensee thereafter under this Agreement, should Licensee violate any of its

provisions. Such suspension or termination shall be effective upon Company's giving notice to Licensee; such notice may be given orally if followed by a writing (including but not limited to fax or email).

### **3.0 LICENSEE FEES; INITIAL MIGRATION OF DATA**

#### **3.01 Fees.**

The fees for this Agreement shall be the amounts specified in **Exhibit 1** ("Departments, Programs, and Users"), to be paid over the term of this Agreement or otherwise as specified in **Exhibit 1**. Addition of (i) Users or Concurrent Users within a Department, (ii) Departments, (iii) Department Programs, or (iv) increases in User Numbers or Concurrent User Numbers specific to a particular Department Program, must be agreed in writing by both Parties, and may result in additional fees, including fees for additional installations or authorizations, and increases in any annual or monthly fees, as specified by Company.

#### **3.02 Services**

Subject to payment of stated fees by Licensee as specified in **Exhibit 1**, Company will provide the Department Programs and other services specified in **Exhibit 1** and **Exhibit 2** ("Term and Scope of Services"), as those Exhibits may be amended in writing from time to time.

#### **3.03 Initial migration of Licensee data to Company systems.**

(a) Licensee is responsible, at its own cost, for providing Company with Licensee's existing data and any other data for which Company services will be provided, in a format acceptable to Company and which Company is readily able to import into and use with Company Programs and databases ("Acceptable Data Migration Format"). An Acceptable Data Migration Format includes a corresponding record layout for the data.

(b) If Licensee's data is in the possession of a third party (e.g., a prior service provider other than Company), Licensee is responsible for obtaining Licensee's data from the third party in an Acceptable Data Migration Format. All costs of and charges by the third party to provide Licensee's data in such a format will be borne fully by Licensee.

(c) Licensee's tender of its data to Company for initial installation into Company Programs and databases (the initial migration of Licensee's data), or other additional data tendered for input (including input by Licensee Users) (all being "Tendered Data"), will be Licensee's representation to Company that the Tendered Data is validated by Licensee as being Licensee's data and that it is accurate for the purposes of Company's provision of services under this Agreement.

(d) Company will not be responsible in any way for any errors in the Tendered Data provided by Licensee for initial migration (including but not limited to inaccuracies in the



data themselves and any errors arising from or traceable to formatting errors, failure to properly populate identified fields or to populate in formats other than those specified for the file, or other irregularities or inconsistencies) (“Initial Data Errors”), or in any later-tendered data (“Later Data Errors”), including any errors, inconsistencies, incompleteness, or other deficiencies of data reasonably traceable to such Data Errors or other inadequacies of the Tendered Data or the format in which tendered.

(e) If any Tendered Data file provided by Licensee requires any Company conversion, manipulation, reformatting, verification, or other work or processing required for or convenient to installation of any Tendered Data and to use it in Company Programs, systems, or databases (“Data Conversion”), including but not limited to correcting Initial Data Errors or Later Data Errors, that Data Conversion shall be a Special Service (see **Exhibit 1**, Special Services), for which, in addition to any other fees specified or authorized under this Agreement, Licensee shall pay Company’s reasonable costs and expenses, on a time-and-materials basis at Company’s then-prevailing rates, including reasonable travel costs and per diem expenses. Company shall be entitled to fees for Data Conversion service provided whether Licensee re-tenders Licensee’s data before completion of Data Conversion by Company of previously tendered data.

(f) In practice, the process of successfully (and as accurately as possible) importing Licensee’s data into Company’s systems may take several iterations. E.g., the third party previously storing Licensee’s data (or Licensee, as the case may be) (“Prior Data Holder”) may provide a data output and associated record layout, but an initial data migration test (or full importation attempt) may show that adjustments or manipulations of the Prior Data Holder’s output data file are required for successful importation. The Prior Data Holder’s initial response to Company’s request for assistance, if provided, may or may not resolve the migration issues. If not, the process of attempting to obtain adjusted data files or other assistance from the Prior Data Holder may require multiple iterative attempts of this kind before a readable, usable, reliable import data file is obtained. Even then, Company may be required to perform data import tests, data manipulations, and accuracy testing. Licensee recognizes that such iterations may be required and agrees to bear all costs for obtaining the assistance of the Prior Data Holder. If the Prior Data Holder does not fully cooperate, Licensee will bear the costs incurred by Company to correct any data formatting errors, irregularities, or inaccuracies that must be made by Company to effect successful migration of Licensee’s data. Note that multiple iterations have a benefit, to provide Licensee the opportunity to validate Licensee data for Company.

## 4.0 TERM AND TERMINATION

### 4.01 Term

This Agreement shall come into and be in effect as of the date of the last party’s execution below and shall have the Initial Term specified in **Exhibit 2** (“Term and Scope of Services”), to terminate at 11:59:59 p.m. on August 31, 2023 (“Initial Term Termination Date”), unless terminated sooner as authorized herein. Following the Initial Term, this

Agreement shall automatically renew for one (1) year terms commencing on September 1st of each year and continuing thereafter until the following August 31st, unless otherwise terminated pursuant to the provisions hereof.

#### 4.02 **Post-Expiration Assistance**

Upon termination of this Agreement in part or in full by action of the terms herein, or upon action of the Parties as provided in this Agreement, unless otherwise provided in this Agreement, Company will assist in the transferal of the Licensee's data files in the possession of the Company according to the terms of this Agreement, as specified in Section 2.07 ("Licensee data").

Licensee will be responsible for reasonable Company fees, and for any costs or expenses incurred by Company for such assistance, including but not limited to transferal or reformatting of data, at Company's then-prevailing rates for time and materials, and including any costs and expenses of associated travel, including reasonable per diem expenses subject to the Williamson County Vendor Reimbursement Policy, as amended.

#### 4.03 **Obligations survive**

Upon termination of this License Agreement, all rights and obligations of the Parties shall cease, except that Licensee's obligations regarding (i) confidentiality, including provisions regarding any Public Records Law; (ii) return, and warranty of complete return, of all copies of the Programs and related materials to Company; (iii) assisting Company in protecting its intellectual property and in defending against third party claims of infringement; (iv) venue, consent to suit, and choice of laws; (v) attorney's fees and costs; (vi) payment of license fees, costs, interest and taxes; (vii) limitations of liability; and (viii) indemnity shall survive termination of this License Agreement, as well as any obligations to pay accrued fees or to reimburse costs or expenses to Company.

#### 4.04 **Other bases for termination**

Subject to Section 10.02 ("Default"), Company has the right to terminate this Agreement by giving written notice of termination to Licensee, in the event that Licensee (i) fails timely to pay Company any sums due hereunder when due, (ii) fails to observe any of Licensee's obligations hereunder with respect to proprietary information or confidentiality, (iii) fails to perform or observe any other material term or obligation set forth in this Agreement, or (iv) fails to strictly comply with all terms in Section 2 ("License") or Section 6 ("Confidentiality, Nondisclosure, Security").

#### **4.05 Company's right to terminate for infringement claims**

Company reserves the right to terminate this License Agreement if any claims for copyright or patent infringement, or infringement or misappropriation of any intellectual property rights, or for unfair competition or trade practices or other misuse, relating to the Programs or related materials, or any parts thereof, are asserted against Company, any relevant Company licensor, or Licensee or any of Licensee's employees, officers, agents, representatives, or contractors. Such determination shall be in the sole discretion of Company. Termination on this basis shall be effective on notice in writing to Licensee by Company, stating the reason for such termination. This Section 4.05 is not subject to the notice and cure provisions of Section 10.02 ("Default"). Termination on this basis shall impose no penalty or cost on Company, shall release both Company and Licensee of further obligations of performance under this Agreement except as provided in Section 4.03 (Obligations Survive), and shall not constitute breach of this Agreement by Company.

#### **4.06 Termination cumulative with other rights**

The right of termination under this Section 4.0 shall be in addition to any other right or remedy Company may have at law or in equity.

#### **4.07 Termination for convenience**

After the Initial Term, this Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving sixty (60) 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.

### **5.0 PAYMENTS**

#### **5.01 Payments**

The terms of the Texas Prompt Payment Act shall apply to all invoices submitted. 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.

#### 5.02 **No right to withhold or offset**

Licensee shall make all payments when due and shall not be entitled to withhold any payments or portions thereof in the event of a dispute between Company and Licensee. Except as specifically provided in this Agreement, Licensee's obligation to make timely payments required under this Agreement is absolute and unconditional in all events and is not subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any failure of or alleged deficiencies in the Programs or related materials, or any defects, malfunctions, misfunctions, breakdowns or other infirmities of any kind in the Programs or related materials ("Program Nonperformance"), or relating to the Programs or related materials any defects, malfunctions, misfunctions, breakdowns or other infirmities of any kind in the Programs or related materials, or relating to the Programs or related materials; or any impairment of functionality of, or access to the Programs or Licensee's data caused in whole or part by the action of third parties, including but not limited to viruses, worms, Trojan horses, or other harmful components or agents, or other malware of any kind; or denial of service attacks or similar hacker attacks or other interferences of any kind by third parties. Licensee's sole remedy is to seek refund of fees paid for the period for which Licensee asserts Program Nonperformance.

#### 5.03 **Manner and mode of payment**

All payments due hereunder shall be made in U.S. Dollars, and all payments shall be made to Company at its address stated herein, or at such other address as Company specifies in writing from time to time. Payment may be made by check drawn on a Licensee account, certified check, postal money order, or by wire transfer to an account of Company's designation.

#### 5.04 **Taxes**

In addition to the fees or other amounts due and payable under this Agreement, Licensee is responsible for and shall fully pay any and all local, state or federal sales, use, excise, privilege taxes, or other taxes and duties, tariffs, assessments or levies of any kind, however designated, assessed or levied, resulting from or related to this License Agreement or any activities conducted hereunder, including attorney fees, and any interest, fines or penalties associated with or assessed for non-payment or late payment thereof (all collectively, "Taxes"). If such taxes are payable by or levied on Company, Licensee shall promptly pay such Taxes in full upon notice by Company or promptly reimburse Company in full for any such Taxes Company has paid, upon receipt of an invoice therefor; provided, however, that Licensee shall have no obligation to pay any taxes based on Company's net income or gross receipts.



If Licensee is tax exempt, a copy of the tax-exempt certificate must be provided to Company by Licensee.

#### **5.05 Right to Audit**

Company agrees that Licensee 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 Company which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Company agrees that Licensee shall have access during normal working hours to all necessary Company facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Licensee shall give Company reasonable advance notice of intended audits.

### **6.0 CONFIDENTIALITY, NONDISCLOSURE, SECURITY**

#### **6.01 Duty of nondisclosure**

Licensee must ensure that the Programs and related materials, or any portions thereof, whether written or recorded or stored on magnetic tape, disk, or electronic or magnetic memory, or in any other form or on any other media, are not disclosed or otherwise made available by Licensee or by any of its elected officials, employees, officers, agents, representatives or contractors, to any entities, organizations or individuals not authorized by this Agreement to use, possess, view, review, or otherwise access the Programs or related materials. This is a material provision of this Agreement.

#### **6.02 Proprietary, trade secret character of Programs**

Licensee hereby expressly recognizes the proprietary and trade secret nature of the Programs and related materials, and expressly agrees as follows:

- (a) To use the Programs and related materials solely at the place(s) of installation and Access Points specified in this Agreement, and solely for the lawful business of Licensee.
- (b) To ensure that specific Department Programs and related materials are used solely by the Department(s) expressly authorized to use them, and that no more than the authorized number of Department Users use or have access to the relevant Department Program(s) and, as applicable, that no more than the authorized Concurrent User Number of Users accesses or uses the Department Program(s) at any given time;

- (c) To make no unauthorized copies of the Programs or related materials, or any component or portion thereof, by any means for any purpose whatsoever (except as is required for reasonable archival or security storage purposes), without prior written consent of Company;
- (d) To make no unauthorized dissemination of the Programs and related materials or any parts thereof;
- (e) To instruct Licensee's elected officials employees, officers, agents or representatives, or any others, having access to the Programs or related materials that they may not copy or disseminate the Programs or related materials, in part or in whole, to unauthorized persons or entities, including to unauthorized Licensee Departments and personnel; that they may not provide access to the Programs or related materials to any unauthorized person or entity, including to unauthorized Licensee Departments and personnel; and to require compliance with these instructions as a condition of employment;
- (f) To effect security measures, including adoption of a written policy of confidentiality, adequate to safeguard the Programs and related materials from unauthorized use or access by persons other than Licensee's employees authorized to use the Programs for Licensee's own requirements; and
- (g) To reproduce Company's copyright, trademark, patent notices, or other marks, and any other embedded proprietary or confidentiality notices or marks, on all materials related to or part of the Programs and related materials on which Company displays, or in which are embedded or written, such notices or marks, including on any copies made pursuant to this Agreement.

#### 6.03 **No unauthorized copying, modification, dissemination**

Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer, or distribute the Programs or related materials, or allow any other person to do so in any way or manner, without the prior written authorization of Company.

#### 6.04 **Public Records Law**

(a) Licensee and its Departments shall immediately inform Company in writing (which may include transmission by facsimile or electronic mail) of any request under a Public Records Law for inspection or copying of any of the Programs or related materials, in whole or part. Licensee must take all reasonable steps under the Public Records Act to preserve the right of Company to participate in any process permitted under the applicable Public Records Law for the Company to urge that some or all the requested Company materials or information should not be disclosed; and Licensee must not voluntarily disclose the requested information until compelled by that Law or a lawful order to do so.

(b) In the event that disclosure is ultimately required by a lawful order by a person or tribunal with applicable authority and jurisdiction, Licensee shall provide, along with the required access to or any copies of such disclosed materials, a written notice to the recipient that the materials are owned by Company, or by a third party and licensed from Company, and are protected by the federal Copyright Act and other laws; that recipient is not by virtue of disclosure under the Public Records Law thereby authorized to use, copy, or disseminate the Program or related materials, or develop or use derivative works, without the express written consent of Company; and that any unauthorized use, copying, dissemination or development or use of derivative works may constitute a violation of federal copyright or other laws, and could subject the recipient to civil or criminal penalties.

(c) The 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 initial administrative decision as to what information must be disclosed under Tex. Gov't Code 552.001 et seq. ("Texas Public Information Act"), however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary 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 the Company, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Company.

To the extent, if any, that any provision in this Agreement is in conflict with the Texas 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..

#### 6.05 **Compliance with Privacy Laws including HIPAA**

Licensee is responsible that its networks, databases and other records; its workstations or other computers or equipment of any kind used by Licensee staff or others to access, send, receive, print, write or record, manipulate, store, backup, restore, or otherwise use (collectively hereinafter "Access") individually identifiable personal information ("IPI"), or other protected private information no matter how denoted (e.g., personally identifiable information ("PII"), protected personal information ("PPI"), protected healthcare information records ("PHIR"), protected healthcare information ("PHI"), individually identifiable healthcare information ("IHI"), etc.); its security and security procedures and

controls, and Access and authorization procedures and controls; and any other relevant Licensee functions or procedures concerning such data or Access thereto, are compliant with applicable federal, state and local law, regulatory rules and guidelines regarding the handling, confidentiality or privacy of such information, as those laws and regulations may be amended from time to time including any successor laws or regulations (“Privacy Laws”). This scope of this provision includes, but is not limited to, Licensee compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and all applicable regulatory rules or guidelines implementing HIPAA (“HIPAA Regulations”) (both collectively “HIPAA” unless otherwise stated), as the statute or such regulatory rules or guidelines may be amended from time to time, and including any successor statutes or regulatory rules or guidelines, regarding Licensee’s handling of protected health information (“PHI”, also sometimes referred to as individually identifiable health information (“IIHI”)).

Company is providing the Programs on an “as is” basis with respect to the handling of such confidential Licensee data. If additional equipment, software or other programming beyond the Programs’ “as is” status, or procedures are required so that the data processing services provided by Company hereunder for Licensee may achieve compliance with Privacy Laws, considering Licensee’s network, operating systems, and equipment, and their configuration, deployment and other characteristics, Licensee’s program, applications and data access practices and procedures, staffing, access, and other security rules and procedures, or other relevant factors, comply with applicable Privacy Laws, Licensee shall be responsible for the costs of achieving compliance by Company, on a time and materials basis at Company’ then-prevailing rates, and costs and expenses of any associated Company travel, including reasonable per diem expenses.

Company compliance with written requests by Licensee for reports of any type covered by HIPAA or other Privacy Laws, including their implementing rules and regulations, whether through a Public Records Law or otherwise, shall be considered a Special Service and costs of compliance by Company will be charged to the County on a time and materials basis at Company’ then-prevailing rates,



## 6.06 CONSENT TO INJUNCTION

Licensee acknowledges that Company has gone to considerable time and expense to develop the Programs and related materials and that Company would suffer significant and irreparable harm and damage by unauthorized copying, reproduction or use of the Programs or related materials. Licensee further acknowledges that such unauthorized actions may and likely would cause significant commercial damages that would be difficult to quantify. Therefore, Licensee agrees that, in addition to any other legal or equitable remedy available, Company shall be entitled to equitable relief including but not limited to temporary restraining orders, and temporary and permanent injunctions, to protect the integrity of Company's intellectual property and other proprietary or confidential information and trade secrets, and to prevent disclosure (or continuing disclosure) thereof.

## 7.0 LIMITED LIABILITY; DISCLAIMER OF WARRANTIES; FORCE MAJEURE; INDEMNITY

7.01 **LIMITATION OF LIABILITY TO THE EXTENT AUTHORIZED UNDER TEXAS LAW**, COMPANY'S LIABILITY FOR DAMAGES TO LICENSEE FOR ANY CAUSE WHATSOEVER RELATED TO THIS AGREEMENT OR ANY ACTIVITIES ARISING IN OR RELATED TO ITS PERFORMANCE, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, SHALL BE STRICTLY AND UNCONDITIONALLY LIMITED TO, AND NOT TO EXCEED, THE FEES, COSTS, AND EXPENSES PAID OR REIMBURSED TO COMPANY BY LICENSEE UNDER THIS AGREEMENT. IN NO EVENT WILL COMPANY BE LIABLE TO LICENSEE FOR ANY LOST PROFITS OR REVENUES, LOST SAVINGS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION HEREBY, FOR LOSS OR INTERRUPTION OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS ACTIVITIES, OR FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS ANTICIPATED BASED ON USE OF THE PROGRAM(S), OR FOR PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF COMPANY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM ASSERTED AGAINST OR BY ANY OTHER PARTY, IN CONNECTION WITH THE DELIVERY, INSTALLATION, ACCESS TO, TESTING, USE, PERFORMANCE OR NONPERFORMANCE OF THE PROGRAMS OR RELATED MATERIALS, OR THE ACT OR FAILURE TO ACT OF COMPANY, OR OTHERWISE ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO CLAIMS BY THIRD PARTIES AGAINST COMPANY, OR AGAINST LICENSEE FOR USE OF THE PROGRAMS AS PERMITTED BY THIS AGREEMENT, FOR INTELLECTUAL PROPERTY INFRINGEMENT, NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY.

## 7.02 LIMITED WARRANTY

COMPANY PROVIDES THE PROGRAMS, IMPROVEMENTS AND RELATED MATERIALS TO LICENSEE WITH ONLY A LIMITED WARRANTY, NAMELY, THAT THE PROGRAMS WILL HAVE THE FUNCTIONALITY DESCRIBED IN THIS AGREEMENT. BEYOND THAT LIMITED WARRANTY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, COMPANY MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE PROGRAMS, THEIR MERCHANTABILITY, OR THEIR FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, AND EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES. COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROGRAMS OR IMPROVEMENTS WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAMS OR IMPROVEMENTS WILL ALWAYS BE ACCURATE, UNINTERRUPTED, OR ERROR FREE. NO ADVICE OR REPRESENTATIONS BY COMPANY OR COMPANY PERSONNEL SHALL CREATE ANY SUCH WARRANTY. COMPANY DOES NOT MAKE ANY WARRANTY THAT ANY INFORMATION, DATA, SOFTWARE, OR EQUIPMENT USED TO RUN OR ACCESS THE PROGRAMS OR IMPROVEMENTS, OR THE DATA THEY USE OR GENERATE, OR THE REPORTS THEY GENERATE, WILL BE AT ALL TIMES FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. LICENSEE IS SOLELY RESPONSIBLE FOR THE ACCURACY OF ANY AND ALL DATA, AND COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT SUCH DATA OR ANY CALCULATIONS OR REPORTS THAT DEPEND ON OR UTILIZE SUCH DATA. PROVIDED HOWEVER, THAT COMPANY WILL USE ITS BEST EFFORTS TO EVALUATE ANY ISSUES WITH THE PROGRAMS BROUGHT TO ITS ATTENTION BY LICENSEE AND MAKE RECOMMENDATIONS TO LICENSEE WITH RESPECT TO THE RESOLUTION OF SUCH ISSUES.

If a Program does not provide the described functionality, Company will use commercially reasonable efforts to cure the deficiency. If Company is unable to do so, or to provide a replacement module or a satisfactory work-around, Licensee may request a refund of a portion of fees it has paid for the use of that Program module (or submodule, as applicable) corresponding to the period for which Licensee's business has been adversely affected by the defect; any such refund will be based on the relative proportion the defective module (or submodule) bears to the whole of the module or Program, as the case may be, for which the fee is attributed, as measured by comparing the number of lines of code of the applicable module or subroutine that are added, deleted, or changed to remedy the defect, to the total number of lines of code in the applicable module or subroutine before correction to remedy the defect.

7.03 **Infringement Indemnification**

- (a) Company agrees to indemnify and to hold harmless Licensee from any damages finally awarded as a result of any third party claim of infringement of intellectual property asserted against Licensee by reason of Licensee's use of the Programs or related materials as delivered by Company or used by Licensee, where such use by Licensee has complied strictly with the terms and conditions of this Agreement regarding use, dissemination, and copying of the Programs and related materials, access to them, and protection and handling of them, and does not result from the development or use of any derivative work developed by or for County by other than Company or Company-designated contractors.
- (b) Company's obligation to indemnify and hold harmless will apply provided that Company is promptly given notice in writing by Licensee of any such claim and that Company has the right to elect to defend and settle, at its expense, any such claims; and further provided, that Licensee fully cooperates with Company in connection with any defense by Company of such claims or attempt to settle such claims.
- (c) Failure of Licensee to provide such notice or assistance shall be a material breach of this Agreement, for which Company shall have the right to terminate this Agreement.
- (d) Company not obligated to defend such claims but may do so at its election. Licensee may elect to participate in any formal proceedings regarding such claims but shall bear its own costs of such participation and its costs to assist Company.
- (e) Company will have the sole right to determine the defenses of such claims concerning its intellectual property, and the sole right to determine whether to accept any settlement offer or other offer of compromises of such claims.
- (f) This obligation of Company to indemnify Licensee will not apply if the claim of infringement is based in whole or material part on: Licensee's use of a the Program(s) with devices or products not provided or approved by Company; use by a person or entity not authorized under this Agreement to use or access the Program(s); the event giving rise to the claim of infringement is based on use of a version of a Program modified without the consent of Company; Licensee's use constitutes willful infringement, including but not limited to Licensee's continued use of a Program after it has been notified or otherwise being aware there is or is likely to be a claim of infringement concerning that Program or its use by Licensee; Licensee's use of the Program after termination of this Agreement; Licensee uses or applies the Program in ways or for purposes for which it was not designed or for which its use was not contemplated by Company, and Licensee's use or application as intended would not have given rise to the third-party claim; the alleged infringing use was by persons or entities other than as expressly authorized under this Agreement; for onsite installations, Licensee was using a previous version of Company Program(s) and the third-party claim would have been avoided had Licensee been using a more recent version; or, for onsite installations, Licensee has combined use of a Program with devices or

products not provided or approved by Company and the claim would have been avoided but for such combined use.

(g) Company shall have no obligation to indemnify Licensee and hold it harmless as to any damages, costs, or expenses (including attorneys' fees) that are based in whole or part on actions by Licensee that do not strictly comply with the terms and conditions of this Agreement.

(h) To the extent authorized under Texas law, Licensee shall indemnify and hold Company harmless from any damages finally awarded as a result of any third party claim of infringement of intellectual property asserted against Company by reason of Licensee's use or misuse of the Programs or related materials, where such use by Licensee has not complied strictly with the terms and conditions of this Agreement.

(i) Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of Licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

(j) 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.



#### **7.04 Force Majeure**

Company shall not be responsible for performance hereunder, and its obligation to perform hereunder shall be suspended, for the duration of any events of force majeure, including but not limited to: Acts of God, including fire, explosion, storm and other weather events, earthquakes, floods or other natural catastrophes; cable or power outages, cable cuts or other loss of necessary Internet or other connectivity, including failure of networks; failure or loss of any third party supplies, or termination or rescission of any third party licenses necessary for the provision of the Services; terrorism, vandalism, sabotage, theft of components, hacking or other interference with software or operating system or network operations, including worms, viruses, Trojan horses or other malware or harmful agents, denial of service attacks, ransomware attacks, or interference with, alteration, or destruction of Licensee data; any action, law, order, regulation, directive, or request of the United States government or of any state or local government, or of any agency, commission, court, regulatory body, or other instrumentality of such government, or of any civil or military authority, which requires cessation, directly or indirectly, of such performance or any part thereof; war, national emergency or civil insurrection, riot or other civil disorder; strike, work stoppage or lockout; failure of Licensee systems, processes, equipment, facilities, funding, or personnel with the result that Company's performance hereunder is adversely affected in whole or part; or any other event outside the control of Company or its reasonable ability to have avoided or prevented; and such excuse by reason of force majeure shall last until Company by the exercise of reasonable diligence might remove, avoid, or otherwise cure such impediment if it is within Company's ability to cure.

### **8.0 NECESSITY OF FUNDING APPROPRIATION**

#### **8.01 Term subject to appropriation**

Except as provided in this Agreement for earlier termination, this Agreement will continue in force for its stated Initial Term and any Renewal Term as set forth in Section 4.01 ("Term"), subject to the following limitation: The term of this Agreement is subject to annual appropriation by the Licensee in its budget of sufficient funds to make the payments called for herein for the coming contract year, and failure of such appropriation will permit Licensee to terminate this Agreement at the end of the then-current Term or Licensee fiscal year, as applicable; provided, that the required notice of termination is timely given to Company; but provided further, however, that this "funding-out termination" provision shall not be available if Licensee appropriates monies for a substitute or replacement service from a third party that is, in whole or material part, like or similar to the Services provided by Company hereunder, but excludes such appropriation from funding this Agreement or otherwise conditions the use of such appropriation to exclude in whole or part application of such appropriation to this Agreement or to Company.

## 8.02 **Termination for non-appropriation**

In the event funds for this Agreement are or become unavailable due to non-appropriation, this Agreement will terminate without penalty to or further obligation hereunder of either Party as of the last date for which funds have been appropriated; provided, that Licensee will remain responsible for costs and fees accrued hereunder for periods prior to such termination for non-appropriation.

## 8.03 **Licensee certification of funding; Licensee notice of non-appropriation**

(a) By executing this Agreement, Licensee certifies that it has available funds for payment of all fees stated in this Agreement during the initial fiscal year of the Licensee in the Term of this Agreement.

(b) Upon request by Company, Licensee must certify to Company at least thirty (30) days in advance of the beginning of any Renewal Term that Licensee has appropriated and available sufficient funds for payment of all fees called for by this Agreement during the initial Licensee fiscal year of the Renewal Term.

(c) Upon request by Company, Licensee must certify to Company at least thirty (30) days in advance of the beginning of a new Licensee fiscal year during the Initial Term or a Renewal Terms that Licensee has appropriated and available sufficient funds to pay all fees stated in this Agreement during that new fiscal year.

(d) Failure of Licensee timely to give such notices or certifications upon request by Company is a basis for Company to consider that the Agreement will terminate as of the end of the current Licensee fiscal year or then-current Term, as applicable, and to begin any pre-termination winding up procedures or tasks. If, having failed timely to give a required or requested notice of non-renewal or of termination, or failing timely to request renewal, as the case may be, Licensee later provides such notice and wishes the Agreement to continue for the applicable Term or fiscal year, as the case may be, and if Company has begun any pre-termination winding up preparations, the Agreement may continue if Licensee agrees in writing that it will reimburse Company for the costs and expenses incurred by Company for such pre-termination preparation, and any costs and expenses that will be incurred by Licensee to reverse such preparations and permit Services to continue uninterrupted, at Company's then-current rates for time and materials, including any associated travel, and, further, certifies in writing that there are current Licensee funds appropriated and available to reimburse Licensee.

(e) Licensee must notify Company in writing at least ninety (90) days prior to the end of any current Licensee fiscal year if Licensee does not intend to make such appropriation for its next-occurring fiscal year.

## **9.0 REPRESENTATIONS**

### **9.01 Status of Licensee; authority to make agreement; compliance with state law**

Licensee represents, covenants, and warrants to Company that Licensee is a County of the State of Texas; and that as a County of the State it is a public and local governmental body of the State, corporate and politic, and is authorized by the Constitution and other laws of the State to enter the transactions contemplated by this Agreement and to carry out its obligation hereunder. Licensee further represents, covenants, and warrants that it has complied with all procedures required by local or state law so that this License Agreement is enforceable under the laws of the State, including that Licensee has complied with all applicable bidding or other procurement requirements or that this Agreement is within the scope of appropriate exceptions to the competitive or other procurement requirements applicable to Licensee.

### **9.02 Disclaimer of reliance on other understandings or practices**

Each Party represents and warrants to the other Party that, in entering into and performing its obligations under this Agreement, it does not and will not rely on any promise, inducement, or representation allegedly made by or on behalf of the other Party with respect to the subject matter hereof, nor on any prior or current course of dealing or of performance between the Parties concerning or related to other agreements or undertakings, nor on any custom and usage in the trade, except as such promise, inducement, representation, or custom or usage may be expressly set forth herein.

## **10.0 REMEDIES**

### **10.1 Equitable Relief**

Licensee agrees that because of the unique nature of the Programs and related materials, irreparable harm will be caused by a breach by Licensee of its obligations of confidentiality and protection of Company's intellectual property under this Agreement, that monetary damages will be inadequate to compensate Company for such harm, and that injunctive relief is an appropriate remedy to enforce the provisions of the Agreement, including but not limited to as provided in Section 6.06 ("Consent to Injunction").

### **10.2 Default**

Without limitation hereby, the following shall constitute a default by Licensee ("Default"):

- (a) Failure timely to pay when due any payment under this License Agreement or timely to perform any Licensee obligation thereunder;
- (b) Failure by Licensee to comply with or perform any provision of this License Agreement;

- (c) False or misleading representations or warranties as to Licensee's status and the current or next-occurring fiscal year's appropriations of funds for this Agreement made or given by Licensee; or
- (d) Any reduction in the value of the Programs and related materials caused by any act of Licensee in violation of its obligations under this Agreement, or that materially diminishes the prospect of full performance or satisfaction of Licensee's obligations herein.

Except as otherwise specified elsewhere in this Agreement, Company has the right to terminate this License Agreement upon the occurrence of any event of Default as specified above; and upon Licensee's failure to remedy such Default within a period of thirty (30) days after notice of such Default by Company to Licensee, Company shall have the right to pursue any one or more of the following remedies without any further demand or notice to Licensee:

- (i) Terminate this Agreement;
- (ii) Take whatever action at law or in equity Company in its sole judgment may consider to be necessary or desirable to collect the payments then due from Licensee, and/or to enforce performance and observance for any obligation, agreement, or covenant of Licensee under this Agreement and to recover Company's reasonable attorneys' fees and costs associated therewith; and
- (iii) Seek any other relief to which Company may be entitled at law or in equity.



## 11.0 MISCELLANEOUS

### 11.01 Assignment

None of Licensee's rights regarding the Programs and related materials may be assigned, sublicensed, or transferred voluntarily, by operation of law or otherwise, without Company's prior written consent and the execution of a new Agreement. If Company agrees to such assignment, sublicense, or transfer, unless otherwise agreed in writing by Company, Licensee will remain fully responsible for all Licensee obligations hereunder.

### 11.02 Notices

Any notice required to be given hereunder shall be in writing, and shall be deemed delivered (i) three (3) business days after deposit in the U.S. Mail, postage prepaid, sent by registered mail; (ii) one (1) business day after being sent for overnight delivery by a reputable commercial courier capable of tracking shipment and delivery; or (iii) upon hand delivery or receipt of facsimile transmission, to the address or facsimile number designated in this Agreement and to the attention of the person named herein as designated for receipt of notice by the receiving Party, or to such other address, facsimile number or person as the receiving Party may designate in writing to the sending Party from time to time.

**If to Company:**

Robert Baird  
2040 N. Loop 336 W. Ste. 304  
Conroe, Texas 77304

**If to Licensee:**

Williamson County Judge  
710 S. Main Street, Ste. 101  
Georgetown, Texas 78626

With Copy:

Williamson County General Counsel  
710 S. Main Street, Ste. 201  
Georgetown, Texas 78626

### 11.03 Severability

If any provision of this Agreement is determined by a court or other tribunal with appropriate authority and jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the maximum extent permitted by applicable law, to the extent such enforcement still gives effect to the meaning and intent of the Parties as inferred from all the terms of this Agreement.

### 11.04 Entire agreement; modification

This Agreement is the entire agreement between the Parties concerning the licensing and use of the Programs and related materials and supersedes all oral or written proposals or

understandings concerning such licensing. This Agreement may be modified only by a writing duly executed by both Parties. Should Licensee issue a purchase order or any similar document for its own internal purposes, any conflict between the terms and conditions of the purchase order for other document and this Agreement shall be controlled by this Agreement. No purchase order or other document of Licensee or any Licensee Department unilaterally issued or presented without the written agreement of Company to all its terms and conditions shall have the effect of creating a conflict with or a variance of the terms of this Agreement, or of augmenting, modifying, limiting, expanding, or qualifying the terms of this Agreement.

#### **11.05 Actions**

In the event of litigation or other dispute proceedings arising under, concerning, or related to this Agreement, each party will bear its own costs and expenses, including attorneys' fees, regardless of the outcome.

#### **11.06 Governing law**

This Agreement shall be governed by and enforced in accordance with the laws of the State of Texas, without giving effect to its choices of law principles, and federal law, as applicable.

#### **11.07 Confidentiality**

Each Party shall keep strictly confidential the terms of this Agreement and the proprietary or other confidential information of the other Party that may be acquired or provided during performance of this Agreement, to the full extent permitted by applicable law. Each Party shall promptly notify the other in writing of any discovered or required compromise of such confidentiality. Licensee shall use utmost care to ensure that no unauthorized copies of or access to software and other intellectual property provided by Company is accessed, obtained, copied, provided to, or inspected by persons or entities not authorized by this Agreement.

#### **11.08 No waiver of rights**

No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent is in writing signed by the Party against which such waiver or consent is asserted; the terms of this Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either Party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default or future or past similar breach or default.

## 11.09 **Special Services**

(a) Licensee may from time-to-time request that Company provide Special Services, which are services outside the stated scope of the Agreement, but which are related thereto. All requests for Special Services must be made in writing. Special Services include, but are not limited to, special data entry services, including program and test data keypunching, and other data entry; computer runs; industrial or system engineering services; data modeling; or other handling of data to be maintained or utilized by Company under this Agreement, whether such data is provided to Company by Licensee, or on Licensee's behalf by a previous or other third party provider; training by Company after Licensee's go-live date or otherwise in excess of that provided for as part of the relevant license fee(s); unusual or special maintenance tasks, other than as necessary to provide and maintain the functionality and performance of the Program(s); and any other services not explicitly described in this Agreement as included with the stated Program fees.

(b) For custom programming (i.e., any programming not identified in **Exhibit 1**) or any other Special Service requested by Licensee that Company agrees to provide, Company will give Licensee a written estimate of the time and materials, and any other anticipated costs and expenses (such as travel), likely to be required to accomplish the Special Service, based on Company's then-current prevailing rates for work and materials. If Licensee provides a written authorization to proceed with the Special Service, including a certification that adequate current fiscal year funds are available to pay for the Special Service, Company will perform the Special Service. Company will have no obligation to provide, or to begin to provide, any Special Services until such authorization and certification are provided.

(c) Requests for work by Company or products outside the stated functionality of the Programs or services to be provided hereunder by Company (e.g., responding to requests by regulatory or administrative agencies for data or reports not capable of generation by Licensee using the existing functionality of the Programs, or for litigation or other purposes; or responding to open records requests) will constitute a Special Service. Such requests from such third parties must be directed to Licensee, not the Company, which will not respond directly to the third party. Upon written agreement by Licensee that it will compensate Company for the Special Service required to assist Licensee to respond, and will reimburse Company for incurred costs and expenses, and certification that funds exist to pay Company's compensation, costs, and expenses, Company will undertake the Special Service; provided, further, that if the response is to be provided in a short period of time, Company's compensation may include a component reflecting that Company personnel will be required to work more than their ordinary number of hours per day, or to work on weekends or holidays, and be compensated accordingly.

## 11.10 **Mediation**

Before either Party may seek judicial relief regarding any claim or dispute arising under, related to, or concerning this Agreement, except for Company's seeking equitable relief

for Licensee's breach (or alleged breach) of its obligations regarding confidentiality and security of the Programs and related materials, the Parties agree to engage in non-binding mediation in a place and with a mediator acceptable to both Parties; provided, that if the Parties cannot agree on location or mediator, they agree to use the Dispute Resolution Center in Austin, Texas, to provide mediation services. The Parties will share equally the costs and expenses of mediation, except that each Party will bear its own costs of participation and any legal or other representation.

#### **11.11 No arbitration**

Neither Party may be compelled to arbitrate any claim or dispute arising under, related to, or concerning this Agreement without its express written consent.

#### **11.12 Headings and Captions**

Descriptive headings and captions are for convenience only and shall not affect the construction or application of this Agreement. Words having established technical, or trade meanings shall be so construed. Words of any gender are deemed to include any other genders; and use of the singular or plural shall include the other, unless otherwise required or apparent by context. This Agreement shall be construed according to fair meaning and not for or against either Party.

#### **11.13 Designation of materiality not exclusive**

Some provisions of this Agreement bear the explicit designation of being material obligations. Materiality of a provision in this Agreement is not exclusive to such explicitly designated provisions; those designations are made to ensure Licensee is aware that the obligation of Licensee so designated is considered a material obligation under the Agreement.

#### **11.14 Tex. Gov't Code Ch. 2270 verification [In Conflict with the 1<sup>st</sup> Amendment to the United States Constitution; however, this statement is required by the Texas Legislature]**

Company's execution of this Agreement includes written verification that Company does not boycott Israel and will not during the term of this Agreement.

*[End of main body of document.]*


**APPROVALS AND EXECUTION OF AGREEMENT**

Each person signing below represents that he or she has read this License Agreement in its entirety; understands its terms; is duly authorized to execute this License Agreement on behalf of the Party indicated below by his or her name; and agrees on behalf of such Party that such Party will be bound by those terms.

Executed the dates written below, to be effective as of as of the date of the last party's execution below (the "Effective Date").

**Indigent Healthcare Solutions**

**Williamson County, Texas**

By:   
Robert Baird  
President  
05.26 2022

By: \_\_\_\_\_  
Hon. Bill Gravell Jr.  
Williamson County Judge  
XX.XX.22



# Exhibit 1 – Departments, Programs, and Users

## To Non-Exclusive License Agreement Between **Williamson County, Texas** And **Indigent Healthcare Solutions**

The Licensee Departments identified in this Exhibit 1 are authorized to use the specific Department Program(s) stated below. The number of authorized Users and the Concurrent User Number for each such Department and each Program authorized for that Department are specified in this Exhibit. Licensee will assign to each authorized User a unique User identification and unique password, each of which Licensee must report in writing to Company. No more than the authorized Concurrent User Number of Users may access and use the applicable authorized Program at any given time. Monthly fees are not based on the number of authorized Users, but on the authorized Concurrent User Number. The Concurrent User Number may be increased on request of Licensee with the consent of Company, with an approved Addendum to this Exhibit 1 signed by both Parties. Each additional authorized Concurrent User will result in an increased license fee as specified below, per additional authorized Concurrent User, per month. The License fee includes all new releases and versions of the specified Program. Company connections are protected by certified RSA 2048-bit (SHA 256 with RSA) encryption.

### Applications Software – Departments

#### 1. Indigent Health Care

<u>Program</u>	<u>Monthly License Fee</u>	<u>Concurrent User Number</u>	<u>Total</u>
First Concurrent User License	\$945.00	01	\$945.00
Additional Concurrent Users Licenses	\$443.00	08	\$3,544.00
Red Book Drug Codes (\$100.00 per month)	\$100.00	01	\$100.00
CPT and ICD-10 Code	\$14.00	09	\$126.00
<b>Total Monthly Fee</b>			<b>\$4,715.00</b>

#### **Document Scanning Licensing Costs (Optional)**

\$217.00 Per Month, Per Scanner Interfaced into The Indigent Health Care Scanner. **All PC's can access scanned images without cost.**

### Fees

Unless otherwise expressly provided in this Exhibit 1, monthly fees are due and payable in advance of the first day of each month by Licensee at Company's Conroe, Texas, office (or at such other place for payment designated in writing by Company from time to time) by 5:00 p.m. Central Time. Payment must be in U.S. Dollars, by check drawn on Licensee's account, certified check, or wire transfer to an account specified by Company. Payment is deemed made when Company receives payment. Payment is to be made in United States dollars.

## **Additional Departments or Department Programs**

Upon written request of Licensee, additional Departments or Department Programs may be added, subject to consent of Company and mutual agreement regarding any applicable additional fees. Additional fees for deployment of additional or different Programs, or installation, training, or additional data conversion / formatting, and other costs, including but not limited to travel and reasonable per diem expenses, may apply subject to the Williamson County Vendor Reimbursement Policy.

## **Additional Concurrent Users**

Additional Concurrent Users may be added upon request of Licensee with the approval of Company, to be documented in an Addendum to this **Exhibit 1** executed by Licensee and Company, for an increase in the license fee stated for that Department Program equal to \$443.00 per month per additional Concurrent User during the Initial Term, and thereafter at agreed fee rates.

## **Programs**

### **Software Provided Release 14**

- Administrative Menu:
  - Active User List
  - Budget Tracking
  - Change Batch Dates
  - Custom Code Files
  - General Ledger Maintenance
  - Hidden Clients
  - Hidden Vendors
  - Intergovernmental Transfer (IGT) Tracking and Reporting
  - Message Center
  - Posting Check Numbers
  - Pharmacy Benefits Management (PBM) Bill Import
  - Source Code Customization
  - System Setup
  - Voiding Records
- Administrative Reports:
  - Bill Processing Time Report
  - Case Entry Statistics
  - Case Management Detail
  - Case Processing Time Report
  - Client RX List
  - COVID-19 Services Report
  - CPT Usage Reports
  - Dashboard Report

- Diagnosis Class Report
- Diagnosis Detail Report
- Diagnosis Usage Reports
- DRG Usage Reports
- Drug Usage Reports
- Generic RX Lookup
- Productivity Reports
- Trends Reports
- AMA Licensed Updates for CPT Procedure and ICD-9/ICD-10 Diagnosis Terminology
- Appointment Management
- Appointment Reports
- Bill Management
  - Bill Entry and Re-pricing for indigent and inmates
  - Duplicate Invoice Screening
  - Invoice Validation
  - Real-Time Expenditure Tracking and Alerts
- Bill Reports:
  - Amount Paid to Clients
  - Amount Paid to Vendors
  - Client Explanation of Benefits (EOB)
  - Date of Service (DOS) Report
  - GL Totals Report
  - Hospital Utilization Report
  - Daily Invoice List
  - Invoice List by Group / Indigent and Inmates
  - Pre-posting Review
  - Provider Explanation of Benefits (EOB)
  - Referrals Report
  - Single Invoice Print
  - Type of Service Report
  - Vendor Directory
- Bulletin Board with Live User and System Reminders
- Case Renewal Reminders
- Client Management
  - Quick Income Calculator
  - Address Search
  - Phone Number Information Display
  - Duplicate Client Checks
  - Client Grouping Codes
  - Client Household Information and Household Size Determination
  - Extensive Notes Tools
  - Printable Forms History
  - Case Management Tracking of Previous Drugs and Diagnoses
- Client Reports:
  - Active Client List



- Application Report
- Case Management Goals Report
- Case Management Time Report
- Case Notes Query and Report
- Clients by Group Report
- Client Information Report
- Client FY History
- Client YTD Report
- Monthly RX Report
- Power Search List
- Rapid Registration Information
- Referral Authorization Report
- Termination List
- Eligibility Worksheet Report
- Client Support Portal
  - Self-Study Training Videos
  - Training Webinars
  - Written Documentation for Procedures
  - Live Remote Support
- Codes Menu for Custom Software Configuration
- CPT Rates Updated Automatically for Medicaid and Medicare Fee Schedules
- Export Menu; Ability to Query Client, Provider, Worksheet, and Invoice Information and Export to Excel
- Fee Schedule Reference:
  - ASC Locality Codes (Ambulatory Surgical Centers)
  - Clinic Rate Management (Rural Health Clinic/FQHC Rates)
  - CPT Codes (Procedure Codes)
  - Hospital Rate Management (Inpatient/Outpatient Rates)
  - ICD-9/ICD-10 (Diagnosis Codes)
  - Modifier Management (for Procedure Codes)
  - MS-DRG/APR-DRG Codes (Inpatient Grouping Codes)
  - NDC Codes (Drug Codes)
  - Place of Service Codes
- Hospital Notifications Capture and Print
- Inmate Management
  - Duplicate Client Checks
  - Inmate Grouping Codes
  - Inmate Notes
  - Inmate History
- Integration with Prescription Benefit Management companies such as US Script
- Monthly NDC Updates from Redbook
- Monthly Updates for Published Hospital and Clinic Rates
- Provider Management
- Provider Reimbursement Request Form

- Rapid Registration Screening Section
- Referral Authorization Form
- Reimbursement Request Tracking
- State Mandated Bill Forms
  - Health Service Record – Form 3069
  - Monthly Financial Report – Form 3072
  - Claim Processing Notification – Form 3078
  - SSI Reimbursement Form
  - End of Year Report – Form 3086
  - Request for State Assistance Funds – Form 3088
- State Mandated Client Forms
  - Application – Form 3064
  - Inmate Application – Form 100-A
  - Worksheet and Eligibility Calculator – Form 3065
  - Report of Changes – Form 3066
  - Appointment Notice – Form 3067
  - Request for Information – Form 3068
  - Hysterectomy Acknowledgement – Form 107
  - Case Record Information Release – Form 3076
  - Notice of Eligibility – Form 3077
  - Appellant/Provider Assignment – Form 3081
  - Notice of Ineligibility – Form 3082
  - Employment Verification – Form 3084
  - Statement of Self-Employment Income – Form 3085
- System Activity Audit Reports

***[END OF EXHIBIT]***

## Exhibit 2 – Term and Scope of Services

### To Non-Exclusive License Agreement Between **Williamson County, Texas** And **Indigent Healthcare Solutions**

**Williamson County, Texas**

#### Term of Agreement; Renewals

Initial Term:

Start Date      Date of last party's execution of Agreement

End Date      August 31, 2023

Renewals:

Following the Initial Term, this Agreement shall automatically renew for one (1) year terms commencing on September 1st of each year and continuing thereafter until the following August 31st, unless otherwise terminated pursuant to the provisions hereof.

#### **Hosted Programs – Cloud-based computing and data management**

No Programs will be installed on Licensee's site. The Programs will be hosted remotely at Company's facilities located at The Data Foundry 4100 Smith School Road, Austin, Texas. Upon execution of the Agreement, Company will configure its hosting servers and other facilities to provide Licensee access to and use of the authorized Programs and to store Licensee's data.

Licensee is wholly responsible for obtaining and maintaining appropriate workstations and other equipment, and software and operating systems (e.g., Company might specify use of Windows 10 or later); having and maintaining appropriate and secure internal and external networks, including appropriate Internet or other connectivity having sufficient bandwidth and speed to permit suitable working access to and communication with Company's cloud-based servers. Licensee's Internet connectivity must have at least the minimum upload and download rates required by Company. Company is not responsible for failure of or unsatisfactory performance of the Program(s) where Licensee's equipment, networks, or connectivity are not adequate for use with Company's cloud-based hosted Programs.

Licensee is wholly responsible for having, applying, and maintaining security systems and procedures necessary to ensure the integrity of Licensee's operations utilizing the Program(s) and security of Licensee's transmission and receipt of data to and from Company's hosted servers.

Company will not be responsible or liable for any failures of such security that result in interruption of any kind of the access to or use of the Program(s), or loss, corruption, or theft of, or other adverse effects on, Licensee's data arising in whole or part because of inadequacies in Licensee's security systems or procedures.

Licensee is wholly responsible for ensuring that its security is adequate to prevent intrusion into or access by unauthorized third parties of Licensee's equipment, networks, and other systems, including without limitation hereby third party hacking into or other unauthorized access to Licensee or Licensee contractor equipment connected to or through networks or other means of access to Company's facilities or Programs.

### **Maintenance**

Company will provide maintenance during the Term of the Agreement. For cloud-based hosted services, Company will provide maintenance to its hosting servers and other equipment. For onsite installations, after initial installation, access to and maintenance of the Programs by Company will be by remote access.

### **Licensee Requests and Trouble Notices**

Licensee must submit all requests for services of any kinds, including any Special Services ("Service Requests"), and submit all complaints or reports of errors or malfunctions ("Error Reports") in writing to Company. Company is not responsible for responding to Licensee Error Reports or Service Requests that are not timely submitted in writing. Emails properly addressed to Robertb@indigenthealthcaresolutions.com are acceptable; and any period of time required for or stated under this Agreement for response or cure by Company of asserted Errors, or for the provision of requested services, shall not be deemed to have begun until and unless such Error Report or Service Request has been received by Company. The purpose for this procedure is to provide a record of Licensee requests and error reports, with Licensee's own descriptions, as well as to ensure that Licensee's concerns are addressed and not inadvertently overlooked

### **Data conversion and importation**

Company will convert Licensee's data and import it to Company's data storage servers. Licensee must provide its data in a documented format acceptable to Company. See section 3.03 of the Agreement ("Initial migration of licensee data to Company systems").

## **Data Backup**

For remote installation (cloud-hosted service), unless otherwise agreed, Company will be responsible to conduct daily and monthly backup of Licensee data kept on the hosted services server(s), by means consistent with industry standards, or as may be otherwise specifically described. Licensee may request other backup procedures or frequencies, which Company may agree to provide in its sole discretion, and for which there may be additional fees or costs (including possibly treatment as a Special Service).

## **Orientation**

Company will provide training to Licensee when in the opinion of both Parties, it will further the intent of this Agreement and facilitate and expedite the provisions of the services. Initial access to the Programs will occur after the initial orientation of appropriate Licensee personnel by Company, at a time and location to be arranged by and agreed to by Company. Orientation and training shall be at no additional cost to Licensee beyond reasonable expenses of Company as defined in **Exhibit 1**.

Company will provide Licensee with up to 15 days of onsite training at no additional cost other than reimbursable travel and per diem expenses. It is Licensee's responsibility to identify personnel to be trained, and to provide space for, and to schedule training at times agreed by Company, to occur in time for Licensee's personnel to be able to perform their functions without interference with or delay of Licensee business functions dependent on the Programs.

## **Expenses and out-of-pocket costs**

Licensee shall reimburse Company for reasonable costs and expenses incurred by Company other than as included in stated License fees for use of the authorized Programs and related materials. Company will usually ask Licensee to pre-approve all anticipated Company expenses, the costs of which are to be reimbursed by Licensee, except where impracticable because of, for example, the need to respond quickly to an unanticipated situation. Company will submit to Licensee original receipts supporting the costs and expenses requested to be reimbursed by Licensee.

Unless otherwise agreed, Company will be reimbursed

At then-current government rates for the applicable region;

For hotel room categories corresponding to Courtyard by Marriott or Hampton Inn;

For mileage at the current legal reimbursement rate; and

For the then-current daily federal per diem rate for the area, plus applicable tax, plus fifteen percent (15%) meal gratuity per ACA 19-4-925(b).

## **Licensee Input**

Company sends each Licensee an annual survey seeking Licensee comments, to which Company strongly encourages you to respond.

Company also periodically holds a Licensee advisory meeting. All current Licensees are invited and are encouraged to attend. (Attendance is at the client's expense.) Software performance is discussed, new software features and/or enhancements are demonstrated, and clients are asked to identify any improvements, modifications, or enhancements they may desire. Based on the clients' interests and priorities of those in attendance, Company identifies improvements, modifications and/or enhancements it will seek to make to the Company Programs over the next year.

Any improvements, modifications, or enhancements Company makes as a result of the Licensee survey or advisory meeting will be provided in new software releases at no cost to Licensee. Additionally, any software changes / enhancements mandated by state or federal law will be provided at no cost to Licensee.



## BUSINESS ASSOCIATE AGREEMENT

(Intended to be an Amendment or Addendum to an Agreement  
For Services Involving the Use, Creation or Transmission of  
Protected Health Information)

This Business Associate Agreement (“Agreement”) effective as of the date of the last party’s execution below (“Effective Date”) is entered into by and between Indigent Healthcare Solutions (“Business Associate”) and Williamson County, Texas (“Covered Entity”).

### RECITALS

A. The purpose of this Agreement is to comply with the Standards for Privacy of Individually Identifiable Health Information (“protected health information”) published on December 28, 2000 by the Secretary of the U.S. Department of Health and Human Services (“HHS”) to amend 45 C.F.R. Part 160 and Part 164 (the “Privacy Rule”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and to comply with Health Insurance Reform: Security Standards published on February 20, 2003 by the Secretary of HHS to amend 45 C.F.R. Parts 160, 162, and 164 (the “Security Rule”) under HIPAA.

B. The parties have a prior agreement (the “Non-Exclusive License Agreement” or “NELA”) under which the Business Associate regularly uses protected health information (PHI) in its performance of services for the Covered Entity.

C. This Agreement sets forth the terms and conditions pursuant to which protected health information that is provided by, or created or received by, the Business Associate from or on behalf of the Covered Entity will be handled.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

1. Services. The Business Associate provides services for the Covered Entity that involve the use of protected health information. Except as otherwise specified herein, the Business Associate may make all uses of protected health information necessary to perform its obligations under the NELA between the parties provided that such use or disclosure would not violate the Privacy Rule or the Security Rule if done by the Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Additionally, Business Associate may disclose protected health information for the purposes authorized by this Agreement only to its employees, subcontractors, and agents, in accordance with Section 2(b) or (d) as directed by the Covered Entity.

2. Responsibilities of Business Associate. With regard to its use of protected health information, the Business Associate hereby agrees to do the following:

(a) Use the protected health information only as permitted or required by this Agreement or as otherwise required by law;

(b) Report to the designated privacy officer of the Covered Entity, in writing, any use of the protected health information that is not permitted or required by this Agreement, including breaches of unsecured Protected Health Information as required by 45 C.F.R. 164.410, and any security incident of which Business Associate becomes aware within fifteen (15) days of the Business Associate's discovery of such unauthorized use;

(c) Use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information other than as provided by this Agreement;

(d) Require all of its employees, representatives, subcontractors or agents that receive or use or have access to protected health information under this Agreement to agree to adhere to the same restrictions and conditions on the use of protected health information that apply herein, including the obligation to return or destroy the protected health information;

(e) Make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of protected health information to the Secretary of HHS for purposes of determining the Covered Entity's compliance with the Privacy Regulation;

(f) Business Associate agrees to document disclosures of protected health information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 C.F.R §164.528.

(g) Business Associate agrees to make any amendment(s) to protected health information in a designated record set that the Covered Entity directs or agrees to pursuant to 45 C.F.R §164.526 at the request of the Covered Entity or an individual, and in a reasonable time an manner.

(h) Business Associate agrees to provide access, at the request of the Covered Entity, and in a reasonable time and manner, to protected health information in a designated record set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirement under 45 C.F.R §164.524.

(i) Within forty-five (45) days of receiving a written request from the Covered Entity, provide to the Covered Entity such information as is requested by the Covered Entity to permit the Covered Entity to respond to a request by the subject individual for amendment and accounting purposes of the disclosures of the individual's protected health information in accordance with 45 C.F.R. §164.526 and §164.528. Covered Entity shall reimburse Business Associate for reasonable fees associated with providing said information;



(j) Return to the Covered Entity or destroy, as requested by the Covered Entity, within thirty (30) days of the termination of this Agreement, the protected health information in Business Associate's possession and retain no copies. Upon a determination by the Business Associate that return, or destruction of protected health information is infeasible, Business Associate shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such protected health information.

3. Responsibilities of the Covered Entity. With regard to the use of protected health information by the Business Associate, the Covered Entity hereby agrees:

(a) To inform the Business Associate of any changes in the form of notice of privacy practices that the Covered Entity provides to individuals pursuant to 45 C.F.R. §164.520 and provide the Business Associate a copy of the notice currently in use;

(b) To inform the Business Associate of any changes in, or withdrawal of, the consent or authorization provided to the Covered Entity by individuals whose protected health information may be used by Business Associate under this Agreement pursuant to 45 C.F.R. §164.506 or §164.508; and

(c) To notify the Business Associate, in writing and in a timely manner, of any restrictions on the use of protected health information agreed to by the Covered Entity as provided for in 45 C.F.R. §164.522 to the extent such restriction may affect Business Associate's use or disclosure of protected health information.

(d) To notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. §164.520 to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(e) Not to request Business Associate to use or disclose protected health information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

4. Mutual Representation and Warranty. Each party represents and warrants to the other party that all its employees, agents, representatives and members of its work force, who services may be used to fulfill obligations under this Agreement, are or shall be appropriately informed of the terms of this Agreement.

5. Termination. As provided for under 45 C.F.R. §164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement if it determines that the Business Associate has breached a material provision of this Agreement and that cure is not possible. Alternatively, the Covered Entity may choose to: (i) provide the Business Associate with thirty (30) days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to cure in

the manner set forth in this paragraph is grounds for the immediate termination of this Agreement. If termination or cure is not feasible, the Covered Entity shall report the breach to the Secretary of HHS. This Agreement will automatically terminate without any further action of the parties upon the termination or expiration of the NELA.

6. Amendment. This Agreement may not be modified or amended, except in writing as agreed to by each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule, and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

7. Regulatory References. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

8. Survival. The respective rights and obligations of Business Associate under Section 2 (j) of this Agreement shall survive the termination of this Agreement.

9. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and the Security Rule.

10. No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor anything herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.

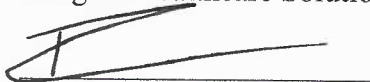
11. Notices. Any notices to be given hereunder shall be made via U.S. mail or express courier, or hand delivery to the other party's address given below as follows:

If to Business Associate:      Robert Baird  
Indigent Healthcare Solutions  
2040 N. Loop 336 W. Ste. 304  
Conroe, Texas 77304

If to Covered Entity:      William County Judge  
710 S. Main Street Ste. 101  
Georgetown, Texas 78626

IN WITNESS WHEREOF, the parties hereto hereby set their hands and seals as of the 1st day of XX.XX.22. IN PRESENCE OF: Business Associate

Indigent Healthcare Solutions



Robert Baird  
President

Williamson County, Texas

\_\_\_\_\_  
Hon. Bill Gravell Jr.  
County Judge

**Commissioners Court - Regular Session**

20.

**Meeting Date:** 05/31/2022

Approval of Consent to Contract Assignment to Stryker Sales LLC for Emergency Medical Services Department

**Submitted For:** Joy Simonton

**Submitted By:** Kim Chappius, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a Consent to Contract Assignment between Stryker Sales Corporation as assignor, and Stryker Sales LLC, as assignee, in relation to a Williamson County contract.

**Background**

Stryker Sales Corporation has changed to Stryker Sales LLC. The Consent to Contract Assignment will complete the transition process by transferring the Williamson County services contract to Stryker Sales LLC. Department Point of Contact is Mike Knipstein.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Agreement

**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kim Chappius

Final Approval Date: 05/26/2022

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

05/26/2022 09:47 AM

05/26/2022 10:28 AM

Started On: 05/23/2022 10:06 AM

# CONSENT TO CONTRACT(S) ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, Stryker Sales Corporation, 2825 Airview Blvd, Kalamazoo, MI 49002 (hereinafter "Assignor") hereby request consent from Williamson County, Texas (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights and obligations to Stryker Sales, LLC 2825 Airview Blvd, Kalamazoo, MI 49002 (hereinafter "Assignee") in the contract(s) described as follows:

Contract(s) existing at the time of assignment by and between County and Assignor, including contract being awarded by County to Assignor on September 28, 2021 via Sole Source Provider, which is incorporated herein by reference for all purposes (hereinafter "Contract").

In consideration of the mutual promises and covenants contained herein, County, Assignor and Assignee hereby agree as follows:

1. Assignor agrees that all rights and obligations of Assignor arising under the Contract(s) or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Consent to Contract Assignment, are hereby included in the Assignment of the Contract(s) to Assignee and Assignee hereby agrees to accept same as if Assignee was an original party to the aforesaid Contract(s).
2. Following the execution of this Consent to Contract(s) Assignment, Assignee shall fully perform all services and/or provide all goods in accordance with terms and condition of the Contract(s) as if Assignee was an original party to the Contract(s).
3. Assignor and Assignee have agreed the assignment of the Contract(s) shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees and legal representatives.

UPON EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT AND IN CONSIDERATION OF COUNTY'S CONSENT TO THE ASSIGNMENT SUBJECT HEREOF, ASSIGNEE HEREBY AGREES THAT ASSIGNEE SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) AND INDEMNIFY COUNTY FOR ANY THIRD PARTY CLAIM OR ACTION BASED ON OR ARISING OUT OF OF A DEFECT IN WORKMANSHIP OR DESIGN OF THE PRODUCTS. THIS INDEMNIFICATION APPLIES ONLY IF THE INSTRUCTIONS OUTLINED IN THE PRODUCT'S LABELING, MANUAL, AND/OR INSTRUCTIONS FOR USE ARE FOLLOWED. THIS INDEMNIFICATION DOES NOT APPLY TO LIABILITY AND/OR DAMAGES ARISING FROM: (I) AN INJURY DUE TO THE NEGLIGENCE OF ANY PERSON OTHER THAN AN EMPLOYEE OR AGENT OF ASSIGNEE; (II) THE FAILURE OF ANY PERSON OTHER THAN AN EMPLOYEE OR AGENT OF ASSIGNEE TO FOLLOW ANY INSTRUCTIONS FOR USE OF THE PRODUCT; OR (III) THE USE OF ANY PRODUCT NOT PURCHASED FROM ASSIGNEE, OR PRODUCT THAT HAS BEEN MODIFIED, ALTERED, REPROCESSED, OR REPAIRED BY ANY PERSON OTHER THAN AN EMPLOYEE OF AGENT OF ASSIGNEE.

4. In consideration of the terms, conditions, agreements and covenants set forth herein, County agrees and does hereby consent to Assignor's assignment of the Contract(s) to Assignee.

5. It is the intention of the parties hereto that in the event a court of competent jurisdiction finds that any provision or portion of this Consent to Contract(s) Assignment is unenforceable for any reason, the balance and remainder of this Consent to Contract(s) Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.
6. Each party to this Consent to Contract(s) Assignment acknowledges that it and its counsel have reviewed this Consent to Contract(s) Assignment and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Consent to Contract(s) Assignment.
7. Each party to this Consent to Contract(s) Assignment hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Consent to Contract(s) Assignment shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Consent to Contract(s) Assignment is governed by the laws of the United States, this Consent to Contract(s) Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
8. This Consent to Contract(s) Assignment represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written relating to the subject matter hereof. This Consent to Contract(s) Assignment may be amended only by written instrument signed by each party.

AGREED, signed, and made effective as of the date of the last party's execution below.

**COUNTY:**

**Williamson County, Texas**

By: \_\_\_\_\_  
Bill Gravell, Jr., County Judge

Date: \_\_, 20\_\_

**ASSIGNOR:**

**Stryker Sales Corporation**

By: Kimberly Plested

Printed Name: Kimberly Plested

Title: Associate Manager, Contracts and Pricing

Date: May 23, 2022

**ASSIGNEE:**

**Stryker Sales, LLC**

By: Jennifer N. Collins

Printed Name: Jennifer N. Collins

Title: Manager, Contracts and Pricing

Date: May 23, 2022



**Commissioners Court - Regular Session**

21.

**Meeting Date:** 05/31/2022

Authorize Issuing RFP #22RFP122 Electronic Patient Care Reporting (ePCR) for Emergency Medical Services Department

**Submitted For:** Joy Simonton

**Submitted By:** Johnny Grimaldo, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Electronic Patient Care Reporting (ePCR) for Emergency Medical Services (EMS), under RFP #22RFP122.

**Background**

Williamson County is seeking suppliers to provide Electronic Patient Care Reporting for EMS. The contract will commence October 01, 2023, with the estimated budgeted amount of \$65,000.00 in FY2023. The funding source: 0100-0540-004210. Department point of contact is Terri King.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Johnny Grimaldo  
Final Approval Date: 05/26/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

05/26/2022 11:44 AM  
05/26/2022 11:46 AM  
Started On: 05/25/2022 12:59 PM

**Commissioners Court - Regular Session**

**22.**

**Meeting Date:** 05/31/2022

Award of RFP #22RFP64 Radio System Enhancement Support to Mission Critical Partners, LLC for Emergency Communications

**Submitted For:** Joy Simonton

**Submitted By:** Johnny Grimaldo, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on awarding Radio System Enhancement Support to the highest scoring respondent, Mission Critical Partners, LLC, to evaluate the status of the radio communications system as well as potential enhancements to improve reliability and interoperability, in the amount of \$29,847.00, under RFP #22RFP64.

**Background**

Williamson County sent out over 1200 notifications, observed 34 document takers, with 6 vendors submitting a response. The evaluation committee met and evaluated the responses with Mission Critical Partners LLC being the highest rated vendor. The vendor's submittal and Request for Proposal (RFP) shall serve as the contract documents. Funding source for FY2022: 01.0507.0507.004100. Department Point of Contact: Thomas Piche.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Vendor Proposal  
Redacted Scoresheet

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Johnny Grimaldo  
Final Approval Date: 05/26/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

05/26/2022 11:01 AM  
05/26/2022 11:02 AM  
Started On: 05/25/2022 12:58 PM



Request for Proposal #22RFP64

# Williamson County Radio Enhancement

February 22, 2022

Williamson County, Texas



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# A. Transmittal

February 22, 2022

Johnny Grimaldo, NIGP-CPP, CPPB, CPC  
Senior Purchasing Coordinator  
Williamson County Purchasing  
Department 100 Wilco Way, Ste P101  
Georgetown, Texas 78626

Re: 22RFP64 - RFP Williamson County Radio Enhancement

Dear Mr. Grimaldo:

Mission Critical Partners, LLC (MCP) appreciates the opportunity to provide this proposal to evaluate the status of the existing paging and 800MHz trunked radio system as well as potential enhancements to the system to improve reliability and interoperability, to meet current and future communications requirements for Williamson County, Texas (County).

The MCP team serves as an independent agent with considerable experience in local government management roles and extensive experience performing public safety consulting services for state, local, and federal government entities.

As preferred, we are submitting this proposal electronically through Bonfire.

## Required Transmittal Information

Company Information	
<b>Name of Business Entity</b>	Mission Critical Partners, LLC
<b>Address of Business Entity</b>	690 Gray's Woods Blvd., Port Matilda, PA 16870 (Corporate Headquarters)
<b>Type of Business Entity</b>	Limited Liability Company
<b>Place of Incorporation</b>	Delaware

## Point of Contact

Mission Critical Partners has identified David F. Jones as the point of contact for this proposal response. His contact information follows:

David F. Jones, Sr. Vice President  
Mission Critical Partners, LLC  
502 N. Carroll Avenue, Suite 120  
Southlake, TX 76092

Cell: 864.809.9911  
Office: 817.213.6919  
Fax: 814.217.6807  
Email: [DavidJones@MissionCriticalPartners.com](mailto:DavidJones@MissionCriticalPartners.com)



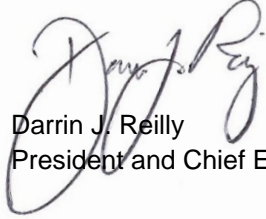
## Authorized Signatory

I am the authorized representative signing and submitting this proposal on the Company's behalf. I may be contacted at 888.862.7911 or [DarrinReilly@MissionCriticalPartners.com](mailto:DarrinReilly@MissionCriticalPartners.com).

On behalf of our entire team, we stand behind Williamson County to serve as your partner and your advocate.

Sincerely,

Mission Critical Partners, LLC



Darrin J. Reilly  
President and Chief Executive Officer

The background is a solid blue color with a pattern of light blue hexagons and small white dots scattered across it. The hexagons are of various sizes and are connected by thin lines, creating a network-like structure. The dots are also scattered, some appearing to be part of the network lines.

# **B. Executive Summary**



*Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.*

**MCP Response:**

MCP is providing the required scope of work as identified in the request for proposal requirements.

*Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project.*

**MCP Response:**

### At MCP, Our Mission Is Simple: To Improve Emergency Response and Justice Outcomes

We are committed to working collaboratively with you to implement successful solutions for your networks, data, and operations. More than just a consultant, we act as trusted advisors to our clients, striving to deliver value, efficiency, and fresh ideas—all while mitigating risk. We are solely focused on the public safety, justice, healthcare and critical communications sectors, and what makes us different is our holistic perspective. A leading provider of data integration, consulting, network and cybersecurity services, our vision is to transform the mission-critical communications and public-sector networks and operations into integrated ecosystems.

More importantly, we stand behind the significance of the work our clients do and how critical their missions are—not just for their organizations, but because their communities are counting on them. While we are proud to have the largest, most experienced team of specialized experts in the industry, our greatest pride comes from applying this expertise to work side by side with our clients to implement the best possible solutions—because the mission matters.

### By the Numbers



Since 2009, MCP has supported 2,200+ projects for 750+ public-sector and critical communications agencies



We serve clients in 48 states and 95% of the nation's largest metropolitan areas



Our staff consists of 150+ subject-matter experts, each with an average of 25 years of experience, dedicated to supporting our clients and their missions



We create significant project cost savings for our clients—often 15%, sometimes more

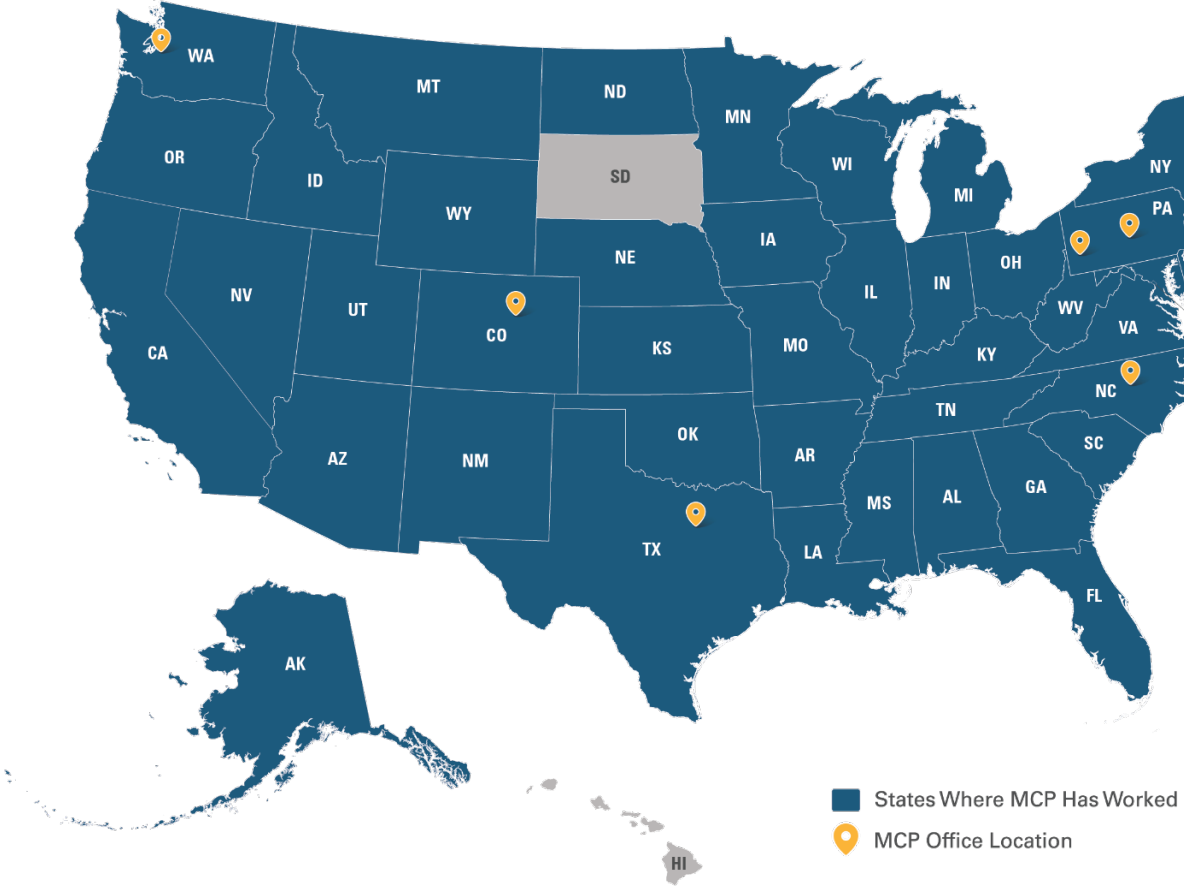


More than 90% of our clients remain with us from project to project

# Nationwide Expertise, Local Insight

## Turning Client Goals into Reality

With satellite offices, subject-matter experts, and project managers located across the country, MCP can deliver the right team, with the right experience and expertise, to every client, anywhere in the country.



## We're Committed to Putting our Clients First

Partnering with a firm that brings an independent, objective perspective to every engagement is a top priority of our clients. We stand behind our commitment to always put the fundamental interests of our clients first.

From our inception, vendor-neutrality is a value that underpins every aspect of what we do. Our goal is to determine the most favorable solution for our clients based on their unique requirements, budget, governance structure, operations, and existing technologies. We provide a holistic perspective regarding the entire mission-critical communications ecosystem, free of bias or favoritism to any specific product or service provider. Our recommendations always are based solely on the value and the benefit provided to the client.

For clients, this approach means more control and greater visibility into the systems they ultimately are responsible for operating and maintaining, and—more importantly—a successful project that improves outcomes.

Board of Directors



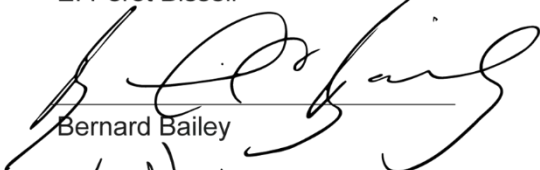
R. Kevin Murray




Robert Chefitz



E. Perot Bissell



Bernard Bailey



Darrin V. Reilly



Nola Joyce

## Financial Stability

MCP is fiscally sound and well prepared to handle the financial requirements to perform the scope of work as identified in the proposal for the duration of the contract. Upon request, MCP can provide a Dun & Bradstreet's Business Information Report (DUNS: 005239265) to the County showing our financial stability in the marketplace.

MCP has the financial and technical resources to support our clients throughout this engagement during the evolving and challenging aspects of the coronavirus disease 2019 (COVID-19) that have had a significant impact on many firms across the country.

## Wireless Communications Services



Our radio experts bring an average of 25 years of experience to every project and have supported large municipal radio system implementations in ten of the top Metropolitan Statistical Areas. One hundred percent of our experts have hands-on experience using two-way radios. MCP's leadership and support for your project means that your new system will boost coverage and capacity, exceed the needs of the user community and create maximum value.

Our team approaches your project with only one task in mind—helping you achieve your goals. This is accomplished through our unique approach that determines your operational requirements and designs a radio network around your needs and budget. Many agencies face constraints because of the design and operation of their radio network. The network should serve public safety users, as well as be another tool to keep our emergency responders and communities safe. The protection of life and property begins with a single dispatch. From there, the radio system is the link that connects and delivers your response and services to your citizens. It is far too important to trust anyone other than your partner, your advocate, and your agent for innovative solutions—because the mission matters. Our professionals work tirelessly to provide the necessary guidance for our clients to evolve to a radio communications system that is capable, reliable and affordable—custom designed for their needs and budgets. Offerings include, but are not limited to, operational and technical assessments, procurement support, Federal Communications Commission (FCC) licensing, performance acceptance testing and First Responder Network Authority (FirstNet) support.

A sample listing of our experience follows:

Client	Assessment	Procurement	Implementation
Albemarle County, VA			✓
Arizona, State of	✓	✓	✓
Armstrong County, PA	✓	✓	✓
Augusta County, VA	✓	✓	✓
Austin, City of, TX	✓	✓	

Client	Assessment	Procurement	Implementation
Baltimore County, MD	✓	✓	✓
Baylor, Scott and White Healthcare, TX	✓		
Broward County, FL	✓	✓	✓
Butler County, PA	✓	✓	✓
Cambria County, PA	✓	✓	✓
CareFlite Medical Transport, TX	✓	✓	
Cass County, IL	✓		
Central Virginia Radio Communications Board	✓	✓	✓
Centre County, PA	✓	✓	✓
Charlotte County, VA			✓
Collin County, TX	✓	✓	✓
CPS Energy, TX	✓	✓	✓
Cumberland County, PA		✓	
Dallas County, TX	✓	✓	✓
Denton, City of, TX	✓	✓	✓
Department of Homeland Security/CSEPP	✓	✓	✓
Fayette County, GA	✓	✓	✓
Fluvanna County, VA	✓	✓	✓
Forsyth County, NC	✓	✓	
Frederick County, VA	✓	✓	
Frisco, City of, TX		✓	✓
Fulton County, PA			✓
Gallatin County, MT	✓	✓	✓
Garland, City of, TX	✓	✓	✓
Great Falls, MT	✓		
Gloucester County, NJ	✓	✓	✓
Greenville, City of, TX	✓	✓	✓
Greene County, VA	✓	✓	✓

Client	Assessment	Procurement	Implementation
Haywood County, NC		✓	
Horry County, SC	✓	✓	✓
Houston, City of, TX	✓	✓	✓
Huntingdon County, PA	✓	✓	✓
Jim Wells County, TX	✓	✓	✓
Lake County, IL	✓	✓	✓
Lawrence County, PA	✓	✓	✓
Louisa County, VA	✓	✓	✓
Madison County, KY		✓	
Madison County, VA	✓	✓	✓
Martinsville, City of, VA	✓		
Massachusetts, Commonwealth of	✓	✓	✓
Memphis, TN	✓	✓	✓
Mercer County, PA		✓	
Midland, City of	✓	✓	✓
Montgomery County, MD	✓	✓	✓
Nash County, NC	✓		
Niagara County, NY	✓		✓
Oakland County, MI	✓	✓	✓
Okaloosa County, FL	✓	✓	✓
Page County, VA	✓	✓	
Penn State Health	✓		
Pennsylvania State Police		✓	
Pennsylvania Turnpike Commission	✓	✓	
Perry County, PA	✓		
Port of Pittsburgh, PA	✓		
Pueblo County, CO	✓	✓	✓
Rock County, WI	✓		

Client	Assessment	Procurement	Implementation
Rockwall County, TX	✓	✓	✓
Shelby County, TN	✓	✓	✓
Shenandoah County, VA	✓	✓	✓
St. Louis County, MO	✓	✓	✓
St. Mary's County, MD	✓	✓	✓
Story County, IA	✓	✓	✓
Terrell, City of, TX	✓	✓	✓
Wake County, NC	✓	✓	✓

## Williamson County Experience

### Dispatch Operations and Technology Assessment (2017-2018)

Williamson County Emergency Communications (WCEC) operates a public safety answering point that provides 911 dispatch services for 22 law enforcement agencies, 12 fire departments, and Williamson County Emergency Medical Service (EMS).

In 2018, the WCEC sought an independent analysis of its organizational structure, operational functions and staffing levels, and technology systems, as well as recommendations that would enhance its operations and accommodate future growth.

MCP delivered a draft of the comprehensive operational assessment to WCEC in June 2018. The report was well received by the County and aligned with their expectations. The final report was delivered, and MCP presented the report findings and recommendations to the Williamson County Commissioners Court in August 2018. The WCEC immediately acted on the recommendations. The Commissioners County approved the funding of seven new call-taking positions in the fiscal year (FY) 2018-2019 budget. WCEC also implemented a reorganization of the management structure and began updating the training curriculum.

### Training Education Program (2019)

MCP delivered the final WCEC operations assessment in August 2018. During that assessment, MCP's review included the training program, which identified a lack of available information and documentation and organization. MCP was retained to develop, deploy and track a comprehensive adult education program in support of the initial and ongoing training and education of the WCEC.

MCP reviewed existing programs, policies, procedures and processes for curriculum development and employment. MCP also reviewed console-based initial education for call taking and radio dispatching for law enforcement, fire and EMS, radio dispatch academy, instructor/educator development and best practices.

Subsequent to MCP's operational assessment, WCEC created and filled the position of Instructional Coordinator. The position is responsible for coordinating the delivery of training to WCEC telecommunicators. The Instructional Coordinator was also tasked with implementing a new training curriculum that includes state-



mandated training, basic telecommunicator academy (classroom) courses, and practical console-based training in call-taking and radio dispatch.

## Texas Experience

MCP has supported more than 175 projects in the State of Texas (State). As a result of work within the State, MCP brings a strong understanding of local and state regulations, standards, and procedures. Listed below are clients we have served for those projects.

Texas Clients		
<ul style="list-style-type: none"> <li>• Allen, City of</li> <li>• Aransas County</li> <li>• Amarillo, City of</li> <li>• Ark-Tex Council of Governments</li> <li>• Arlington, City of</li> <li>• Austin, City of</li> <li>• Baylor Scott &amp; White Health</li> <li>• Bell County</li> <li>• Bexar Metro 9-1-1 Network District</li> <li>• Brazos County 911 District</li> <li>• Brazos Valley Council of Governments (BVCOG)</li> <li>• Burleson, City of</li> <li>• Cameron County</li> <li>• Capital Area Council of Governments (CAPCOG)</li> <li>• Central Texas Council of Governments (CTCOG)</li> <li>• Clark County Emergency Services Agency</li> <li>• Collin County</li> <li>• Commission on State Emergency Communications (CSEC)</li> <li>• Cooke County</li> <li>• CPS Energy</li> <li>• Dallas, City of</li> <li>• Deep East Texas Council of Governments (DETCOG)</li> <li>• Denco Area 9-1-1 District</li> </ul>	<ul style="list-style-type: none"> <li>• Denton, City of</li> <li>• East Harris County Emergency Services</li> <li>• East Texas Council of Governments</li> <li>• Fort Bend County</li> <li>• Fort Worth, City of</li> <li>• Garland, City of</li> <li>• Golden Crescent Planning Committee</li> <li>• Grand Prairie, City of</li> <li>• Greenville, City of</li> <li>• Harris County</li> <li>• Harris Fort Bend Emergency Services District #100</li> <li>• Hays County</li> <li>• Highland Park, City of</li> <li>• Highland Village, City of</li> <li>• Heart of Texas Council of Governments (HOTCOG)</li> <li>• Houston-Galveston Area Council (H-GAC)</li> <li>• Houston Public Works</li> <li>• Jackson County</li> <li>• Jim Wells County</li> <li>• Kaufman County</li> <li>• Klein Independent School District</li> <li>• Lake County</li> <li>• Laredo, City of</li> <li>• Leander, City of</li> </ul>	<ul style="list-style-type: none"> <li>• Liberty, City of</li> <li>• Lubbock County</li> <li>• Mesquite, City of</li> <li>• Midland, City of</li> <li>• Montgomery County</li> <li>• Montgomery County Hospital District</li> <li>• New Braunfels, City of</li> <li>• North Central Texas Emergency Communications District (NCT9 1-1)</li> <li>• North Central Texas Trauma Regional Advisory Council</li> <li>• North Texas Emergency Communications Center (NTECC)</li> <li>• North Texas Tollway Authority</li> <li>• Parker County</li> <li>• Plano, City of</li> <li>• Potter Randall County</li> <li>• Rockwall, City of</li> <li>• San Antonio, City of</li> <li>• Tarrant County</li> <li>• Taylor, City of</li> <li>• TriCOG (BVCOG/CTCOG/HOTCOG)</li> <li>• Terrell, City of</li> <li>• University of Texas, Austin</li> <li>• West Texas Regional Consortium</li> <li>• Williamson County</li> </ul>

## Texas Based Staff

MCP is proposing a team of seven subject matter experts to support this project. **Five of those experts are conveniently located in Texas**, including Chuck Rawlings, who is approximately 55 miles from where work is anticipated to be conducted.

Staff Member	Project Role	Location
David F. Jones, ENP	Client Services	Keller, TX
John Birch	Project Manager	Houston, TX
Chuck Rawlings	Senior Technology Specialist	Paige, TX
Todd Johnson, PE	Senior Technology Specialist/Texas Professional Engineer	Tomball, TX
Tim Driscoll, PMP	Technology Consultant	Joshua, TX

*Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.*

### **MCP Response:**

#### ***Dark Web Scan***

If desired by the County, MCP can provide a Dark Web ID scan free of cost, which detects compromised credentials in real-time on the Dark Web and notifies you immediately when these critical assets are compromised before they can be used for identity theft, data breaches, or other crime. Digital credentials such as usernames and passwords connect you and your employees to critical business applications, as well as online services. Unfortunately, criminals know this—and that's why digital credentials and Personal Identifiable Information (PII) are among the most valuable assets found on the Dark Web. This Dark Web ID scan is generated by domain, and up to 3 domains are included, with each showing up to the most recent 100 compromises.

# **C. Proposal Affidavit**

*CERTIFICATION: The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.*

**MCP Response:** Yes

*NON-COLLUSION: I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person(s) engaged in the same line of business prior to the official opening of this Proposal and that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person(s) to submit a Proposal.*

**MCP Response:** Yes

*COOPERATIVE PURCHASING: PROGRAM Please select Yes or No. By selecting Yes the Respondent is agreeing to offer the quoted prices to all authorized entities during the term of the County's contract. By selecting No the Respondent is stating they will not offer the quoted prices to all authorized entities. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.*

**MCP Response:** Yes



# D. References

## Client References

Agency Name	Contact Person	Phone Number/ E-Mail Address	Service Description
<b>City of Memphis and Shelby County, TN</b>  <i>Radio Assessment, Procurement, and Implementation System Upgrade</i>	<b>Jim Harvey</b> <i>Consultant/ Technology Manager</i>	Memphis Police Department, 901.636.3700, <a href="mailto:Jim.Harvey@memp histn.gov">Jim.Harvey@memp histn.gov</a>	<ul style="list-style-type: none"> <li>Conducted and provided a comprehensive needs assessment report</li> <li>Released an RFP and received vendor proposals to procure the desired APCO P25 Phase II radio system upgrade</li> <li>Reviewed proposals and supported vendor selection</li> <li>Provided additional procurement support for the new radio system</li> <li>MCP is currently supporting the City/ County in the implementation phase of the radio system replacement.</li> </ul>
	<b>Wink Downen</b> <i>Chief Inspector/ Information Systems</i>	Shelby County Sheriff's Office, 901.222.5508, <a href="mailto:wink.downen@shel by-sheriff.org">wink.downen@shel by-sheriff.org</a>	
<b>Broward County, FL</b>  <i>Radio System Assessment, Procurement, and Implementation Upgrade</i>	<b>Brett H. Bayag</b> <i>Office of Regional Communications and Technology</i>	954.594.7774 <a href="mailto:bbayag@broward .org">bbayag@broward .org</a>	<ul style="list-style-type: none"> <li>Completed the evaluation of the radio system and documented the findings.</li> <li>Recommendations and solutions were incorporated into specifications that were used to procure the systems.</li> <li>MCP is actively supporting the implementation of the paging, fire station alerting, and P25 and microwave systems.</li> <li>The estimated value of these projects will be in excess of \$40 million, and the projects will enhance public safety communications for 1.8 million residents of the county and the 14 million tourists that visit each year.</li> </ul>
<b>Gallatin County, MT</b>  <i>Radio Assessment, Procurement, and Implementation</i>	<b>Tim Martindale</b> <i>Gallatin County 911 Director</i>	406.548.5733, <a href="mailto:Tim.Martindale@gallatin.mt.gov">Tim.Martindale@gallatin.mt.gov</a>	<ul style="list-style-type: none"> <li>Delivered a final assessment report highlighting findings and providing recommendations on paths forward.</li> <li>Provided procurement and contract negotiation support.</li> <li>With MCP's assistance, the County issued an RFP to identify a radio communications solution that meets the operational needs of all users in the county for an open standards system.</li> <li>In September 2020, MCP was retained to provide implementation support that complies with P25 digital radio standards and the ability to utilize legacy VHF conventional subscribers in the field.</li> </ul>

Agency Name	Contact Person	Phone Number/ E-Mail Address	Service Description
<b>Story County, IA</b> <i>Radio Assessment, Procurement, and Implementation Support</i>	<b>Amanda Rousch</b> <i>E911 Database Coordinator</i>	515.382.7559, <a href="mailto:aroush@storycountyiowa.gov">aroush@storycountyiowa.gov</a>	<ul style="list-style-type: none"> <li>Delivered a comprehensive radio technology and systems assessment report of the current system to the Board.</li> <li>Presented recommendations for the replacement of the radio and paging systems, with cost savings opportunities</li> <li>Supported the procurement process, including technical specifications and RFP development support; proposal compliance evaluation; and vendor negotiation and contract support</li> <li>The County issued an RFP developed by MCP to support the procurement of a P25 radio network and paging system through a fair and impartial procurement process.</li> <li>MCP is providing oversight and support throughout the implementation of the system.</li> </ul>
<b>Butler County, PA</b> <i>Radio Communications System Assessment, Procurement, and Implementation</i>	<b>Steven Bicehouse</b> <i>Director</i>	724.284.5211, <a href="mailto:Sbicehou@co.butler.pa.us">Sbicehou@co.butler.pa.us</a>	<ul style="list-style-type: none"> <li>Conducted an assessment and delivered a final report with recommendations</li> <li>Provided a functional and performance-based RFP to implement radios, backhaul, and civil construction.</li> <li>Provided system installment and deployment management of multiple vendor processes, deliverables, schedules and conflicts</li> <li>Ensured a smooth cutover to the new P25 Phase 2 radio system by communicating with and aligning all vendors, County stakeholders and field users</li> <li>Develop contractual compliance acceptance test plans for coverage and performance testing</li> <li>Created acceptance test plans for coverage and performance testing</li> <li>Executed test plans and resolved outstanding punch-list and action items</li> </ul>
<b>City of University Park and Town of Highland Park, TX</b> <i>Radio Assessment, Procurement, and Implementation</i>	<b>Paul Sandman</b> <i>Director of Public Safety - Town of Highland Park</i>	214.559.9357 <a href="mailto:psandman@hpdps.org">psandman@hpdps.org</a>	<ul style="list-style-type: none"> <li>Conducted the initial assessment report that included consideration of new systems being deployed in the area</li> <li>Provided procurement support to the Park Cities.</li> <li>Identified recommendations and options for a system capable of supporting long-term interoperability with its neighboring agencies now and in the future.</li> <li>MCP continues to provide implementation support of the new 700 MHz trunked simulcast system.</li> </ul>





## City of Memphis and Shelby County, Tennessee

**Service Provided:** Radio System Upgrade

**Contact:** Jim Harvey, Consultant/Technology Manager, Memphis Police Department, 901.636.3700, [Jim.Harvey@memphistn.gov](mailto:Jim.Harvey@memphistn.gov)

**Contact:** Wink Downen, Chief Inspector/Information Systems, Shelby County Sheriff's Office, 901.222.5508, [wink.downen@shelby-sheriff.org](mailto:wink.downen@shelby-sheriff.org)

**Project Dates:** January 2015 to Present

**Challenge:** The City of Memphis and Shelby County Tennessee Government (County) jointly owned and operated an 800 MHz Motorola SmartZone 4.1 system with two 7-site Simulcast systems and one 5-channel IR (Intellirepeater) site. The County wished to upgrade to an Association of Public-Safety Communications Officials (APCO) P25 Phase II radio system. The upgrade or replacement needed to:

- Reuse any current towers or equipment possible to maximize economies to the owners
- Maximize the benefit to the users and provide growth for future use and enhancements to coverage

**Solution:** Mission Critical Partners was retained to support the radio system upgrade project. The system has a wide range of public safety and public service user groups with a wide range of operational and communications requirements needed to carry out their missions. MCP's approach to the overall project is broken down into phases outlined below:

- Needs assessment and development of recommendations
  - Conducted interviews with the system users to listen to the user groups
  - Identified and gained an understanding of the ongoing needs of each user department.
  - Completed a comprehensive needs analysis report
- Procurement support
  - Supported the release of a radio system upgrade request for proposals (RFP)
  - Evaluated proposals and a preferred vendor was selected
- Implementation and project management
  - The system is currently being implemented and is in the design phases

**Key Result:** Mission Critical Partners has completed the following tasks for Memphis/Shelby County:

- Provided a comprehensive needs assessment report
- Released an RFP and received vendor proposals to procure the desired APCO P25 Phase II radio system upgrade
- Reviewed proposals and supported vendor selection
- Provided additional procurement support for the new radio system

MCP has been contracted to assist the City of Memphis and Shelby County in the implementation phase of the radio system replacement project and is anticipated to be completed by the calendar year 2021.



## Broward County, Florida

**Service Provided:** Radio Communications System Assessment and Design

**Contact:** Brett H. Bayag, Office of Regional Communications and Technology  
954.594.7774 [bbayag@broward.org](mailto:bbayag@broward.org)

**Project Dates:** June 2015 to Present

**Challenge:** Broward County (County) owns and operates an 800 MHz, 28-channel, 10-site Motorola SmartZone 3.0 trunked radio system. The County radio system was rapidly approaching end of life. The County was seeking a consultant to provide an assessment of the current system, which included the land mobile radio (LMR) infrastructure, backhaul transport, tower sites, end users' portable and mobile radios and radio dispatch consoles. Broward County determined that its current system was supported through 2017, but with the County supporting all the public radio users either as primary and/or a backup, a solution needed to be researched and implemented before the equipment's end of life.

**Solution:** Mission Critical Partners was selected to assist Broward County with the assessment, design and procurement of public safety communications technology. The project includes the replacement of the Phase II-compliant radio system, microwave backhaul, fire station alerting system and UHF paging system. To effectively complete the assessment, technical design and user specifications, MCP and Broward County have established a strategic stakeholder communications plan that has engaged the 22-law enforcement and fire rescue agencies, in addition to multiple dispatch centers. MCP has completed coverage, dispatch and communications site analysis. The communications sites included documentation of current infrastructure and identification of modifications that will be required.

**Key Result:** Mission Critical Partners successfully completed the evaluation of the current system and documented the findings for the County. Recommendations and solutions that fit the County's needs for the future were incorporated into specifications that were utilized to procure these systems. MCP is actively supporting the implementation of the paging, fire station alerting, and P25 and microwave systems. The estimated value of these projects will be in excess of \$40 million, and the projects will enhance public safety communications for 1.8 million residents of the county and the 14 million tourists that visit each year.



## Gallatin County, Montana

**Service Provided:** Radio System Assessment, Procurement and Implementation

**Contact:** Tim Martindale, Gallatin County 911 Director, 406.548.5733,  
[Tim.Martindale@gallatin.mt.gov](mailto:Tim.Martindale@gallatin.mt.gov)

**Project Dates:** November 2016 to Present

**Challenge:** Gallatin County (County) identified the need for consultative support for the upgrade and transition of its radio system. The County has experienced higher than normal population growth over several years, a trend that is expected to continue. First responders operated on a VHF conventional system and on the State of Montana's VHF trunking systems with plans to add 800 MHz trunking capability for urban coverage.

**Solution:** Mission Critical Partners was retained by the County to conduct a review of the County's system to develop a forward-looking communications plan that incorporated a more comprehensive plan across the entire county.

The County initially sought a radio frequency (RF) consultation and engineering review for vendor support of the implementation of an 800 MHz site. The project grew into creating a multi-phase plan and engineering support for the current conventional system based on user needs and operational requirements. Upon the successful completion of the user needs document, MCP was retained to perform the procurement and implementation phases of the project. These tasks included:

### Assessment (Completed)

- Determined the user feature needs
- Provided RF consultation and engineering support for:
  - Vendor contract negotiation and support
  - Current migration and upgrade plan
- Provided RF engineering recommendations and design work for current conventional system needs

### Procurement and Contract Negotiation Support (Completed)

- Supported requirements development
- Provided procurement process support
  - Pre-proposal conference facilitation
  - Vendor tracking and vendor questions
  - Addendum and bid opening support
- Supported final vendor contract negotiation

### Implementation (In Progress)

- Project management support and system tagging
- Functional acceptance testing and coverage acceptance testing
- System cutover support
- Punchlist items/location services
- Inter-RF sub-system interface coordination with the State of Montana and the State of Idaho

**Key Result:** MCP has supported Gallatin County with the upgrade of its public safety radio system. MCP delivered a final assessment report highlighting findings and providing recommendations on paths forward. MCP was also tasked with providing procurement and contract negotiation support.

With MCP's assistance, the County issued an RFP to identify a radio communications solution that meets the operational needs of all users in the county for an open standards system. The County required that the 800 MHz aspect of the solution would comply with the Project 25 (P25) digital radio standards and the ability to utilize legacy VHF conventional subscribers in the field. In September 2020, MCP was retained to provide implementation support.



## Story County, Iowa

**Service Provided:** Radio Assessment, Procurement and Implementation Support

**Contact:** Amanda Rousch, E911 Database Coordinator, 515.382.7559,  
[aroush@storycountyiowa.gov](mailto:aroush@storycountyiowa.gov)

**Project Dates:** September 2017 to Present

**Challenge:** The Story County 911 Board (Board) identified several issues that were directly impacting its current radio communications system, including:

- Phase-out of support and parts availability for some components of the system
- System degradation in performance and reliability since narrowbanding
- Desire to see effective alternatives and recommendations to provide an efficient and cost-effective transition to a new system meeting expectations of public safety users

With a current system that was not P25 compliant and no longer supported by the manufacturer, the Board sought a professional consulting firm to recommend a path forward for transitioning to a suitable P25 system.

**Solution:** Mission Critical Partners was retained by the Board to assist Story County (County) with the replacement of the radio and paging systems. In support of the system assessment, MCP provided the following services:

- Reviewed past reports
- Conducted stakeholder and user interviews
- Evaluated frequency bands
- Assessed the existing radio system
- Evaluated user needs regarding the new system
- Assisted in reviewing the condition of the existing countywide paging system and recommendations development
- Recommendations for a new standards-based P25 system to replace the County's existing radio system to improve coverage, capacity, reliability and maintain direct interoperability within the County

**Key Result:** In December 2017, MCP delivered its final, comprehensive radio technology and systems assessment report of the current system to the Board. MCP presented recommendations for the replacement of the radio and paging systems, with cost savings opportunities that will provide improvements in areas of coverage, capacity, reliability, and backhaul capabilities, as well as subscriber radios with standards-based, public safety-grade solutions.

After delivering the report, the County requested MCP's continued support throughout the procurement process, including:

- Technical specifications and RFP development support
- Proposal compliance evaluation
- Vendor negotiation and contract support

In October 2018, the County issued an RFP developed by MCP to support the procurement of a P25 radio network and paging system through a fair and impartial procurement process. Currently, MCP is providing oversight and support throughout the implementation stage of the project.



## Butler County, Pennsylvania

**Service Provided:** Radio Communications System Assessment, Procurement and Implementation

**Contact:** Steven Bicehouse, Director, Butler County Emergency Services, 724.284.5211, [Sbicehou@co.butler.pa.us](mailto:Sbicehou@co.butler.pa.us)

**Project Dates:** March 2015 to Present

**Challenge:** Butler County (County) has an aging communications system with several key components that will reach end of life within the next five years. In addition, the County operates in the UHF T-Band, which must be vacated prior to 2022, as mandated by the Middle Class Tax Relief and Jobs Creation Act of 2012.

**Solution:** Mission Critical Partners was hired to establish a master plan to detail all requirements necessary to support a competitive procurement for the County's desired solution of a multi-county regional radio network sharing a host switch. The process included system user interviews to document current system deficiencies and user requirements. In addition, site surveys were conducted to document conditions at existing radio sites and to determine the feasibility of using them in a new system. Finally, the study included a cost and availability analysis of Part 22 frequencies that might be required to support the options identified in the high-level needs assessment.

**Key Result:** Based on recommendations made by MCP, the County proceeded to implement a P25 Phase 2 radio system. Given the impact that RF sites can have on the County's system coverage and reliability, MCP provided a functional and performance-based request for proposals (RFP) to implement radios, backhaul, and civil construction.

Upon completion of the vendor proposal evaluations, best and final offers (BAFO) and negotiations, the County selected vendor equipment for the new radio system. The total contracted cost is less than the original recommended budget identified in the needs assessment.

The County further retained MCP during implementation to:

- Provide leadership throughout the project by managing all project elements to ensure success, including the project schedule
- Ensure the project is completed on time, on task and within budget
- Provide system installment and deployment management of multiple vendor processes, deliverables, schedules and conflicts
- Ensure a smooth cutover by communicating with and aligning all vendors, County stakeholders and field users
- Develop contractual compliance acceptance test plans for coverage and performance testing
- Create acceptance test plans for coverage and performance testing
- Execute test plans and resolve outstanding punch-list and action items

Cutover to the new radio system began in early November 2019, with MCP continuing to provide implementation support



## City of University Park and Town of Highland Park, Texas

**Service Provided:** Radio Assessment, Procurement, and Implementation

**Contact:** Paul Sandman, Director of Public Safety - Town of Highland Park, 214.559.9357, [psandman@hpdps.org](mailto:psandman@hpdps.org)

**Project Dates:** June 2017 to Present

**Challenge:** The City of University Park and the Town of Highland Park (Park Cities) were seeking professional consulting support in exploring the development and implementation of a new land mobile radio communications system to support current and future needs. Due to the close proximity of the two communities and the high level of radio interoperability required between their public safety agencies, the Park Cities also identified the need to consider the possibility of a shared system.

**Solution:** Mission Critical Partners was selected by the Park Cities to provide a three-phase approach (assessment, procurement and implementation) to support achieving the project's objectives. MCP's support included:

### Radio Assessment

- Reviewed the existing radio infrastructure, tower sites and other existing facilities that could be possibly considered in future system configurations to help reduce system costs.
- Reviewed potential partnering opportunities available to the Park Cities by neighboring agencies such as the City of Dallas, DART, Garland, Mesquite, Rowlett, and Sachse(GMRS), and others or would it better to build their own system.

### System Procurement

- Developed a competitive RFP based upon the needs and requirements identified in the needs assessment.
- Reviewed vendor proposal evaluations, vendor selection, and contract negotiation support with the selected vendor.
- Worked with the Park Cities to develop a "system requirements" document to be provided to the incumbent system provider and will help obtain the most economical solution that meets the Park Cities' identified needs.

### System Implementation

- MCP is currently providing system implementation and system acceptance testing support. This includes:
  - Participation in the detailed design review process
  - Oversight of the system implementation
  - Working with the Park Cities to complete the final acceptance of the new system.

**Key Result:** MCP conducted the initial assessment report and provided procurement support to the Park Cities. MCP's recommendations identified options for a system capable of supporting long-term interoperability with its neighboring agencies now and in the future. The report also took into consideration new systems being deployed in the area. System aspects reviewed included radio system RF coverage, the ability for the solution to meet the interoperability requirements of the different departments, and how the system would meet the functional operating requirements of the Park Cities.

MCP continues to provide implementation support of the new 700 MHz trunked simulcast system.

## Similar Contracts

Agency Name	Contact Person/Title Phone Number/E-Mail Address	Contract Numbers	Dates of Performance
<b>Bexar County TX</b>	<b>Mark Gager, CIO</b> <a href="mailto:mark.gager@bexar.org">mark.gager@bexar.org</a> 210.335.0280	<ul style="list-style-type: none"> <li>• PO #11595485 (2018)</li> <li>• PO #11605726 (2020)</li> <li>• Extension/Amendment 1 (2021)</li> </ul>	December 2018 to Present
<b>Dallas, TX</b>	<b>CJ Holt, Manager, Radio Network, Communications and Information Services</b>  214.670.797 <a href="mailto:Cj.holt@dallascityhall.com">Cj.holt@dallascityhall.com</a>	<ul style="list-style-type: none"> <li>• Contract DSV-2018-00004737</li> <li>• Contract/ Resolution 15 2046 2047 (2015)</li> <li>• Delivery Order 00000700559 (2017)</li> <li>• Delivery Order 00000758403 (2018)</li> <li>• Delivery Order 00000829240 (Council Resolution 17-1911) (2019)</li> <li>• Contact for Engineering</li> <li>• Services for P25 Radio System (2020)</li> </ul>	January 2007 to Present
<b>Washington County, PA</b>	<b>Diana Vaughan, Commissioner</b> 724.228.6721 <a href="mailto:lreyDL@co.washington.pa.us">lreyDL@co.washington.pa.us</a>	<ul style="list-style-type: none"> <li>• RFQ 032421 Radio Consultant – Radio Communications Consulting and Engineering Services Professional Services Agreement (2021)</li> </ul>	June 2021 to Present
<b>Forsyth County, NC</b>	<b>Wesley Hutchens, Interagency Radio System Manager</b>  Winston-Salem / Forsyth County Interagency Communications  336.703.2191 <a href="mailto:hutchewc@forsyth.cc">hutchewc@forsyth.cc</a>	<ul style="list-style-type: none"> <li>• 2020-0081-00 (2019)</li> <li>• 2020-0081-00 2019 Amendment</li> <li>• 2020-0081-00 2021 Amendment</li> <li>• 2020-0081-00 2021 Second Amendment</li> </ul>	January 2020 to Present
<b>Pueblo County, CO</b>	<b>Mark Mears, Emergency Services Bureau Chief</b>  719.583.6201 <a href="mailto:Mears@co.pueblo.co.us">Mears@co.pueblo.co.us</a>	<ul style="list-style-type: none"> <li>• PO 0000000270</li> <li>• PO 0000007075</li> </ul>	May 2010 to Present



## Canceled or Terminated Contracts

Entity Name and Address	Contract Description	Reason for Cancellation	Contact Information
<p>Fort Worth Police Department 350 W Belknap Street Fort Worth, TX 76102</p>	<ul style="list-style-type: none"> <li>Contract Number: N/A</li> <li>Description: NetPulse PSAP Network CAD Monitoring</li> <li>Award Date: September 29, 2017</li> <li>Start Date: January 1, 2020</li> <li>Operation End Date: September 2, 2020</li> <li>Contract Term: January 1, 2020, to December 31, 2020</li> <li>Canceled: July 2, 2020</li> </ul>	<p>MCP/Client Reason: Client funding shortfall due to COVID—closed the project and removed remaining contract value from the books</p>	<p>Name: Michael Munday Title: IT Manager Phone: 817-392-4253 Email: <a href="mailto:michael.munday@fortworthtexas.gov">michael.munday@fortworthtexas.gov</a></p>
<p>Capgemini Americar Inc. 333 Guadalupe Street, Suite 2-212, Austin, Texas, 78701</p>	<ul style="list-style-type: none"> <li>Contract Number: N/A</li> <li>Description: CSEC Digital 9-1-1 Network Project Management &amp; Systems Integration:</li> <li>Award Date: May 8, 2017</li> <li>Start Date: May 11, 2017</li> <li>Operations End Date: April 30, 2018</li> <li>Contract term: March 1, 2017 - February 29, 2024</li> <li>Cancelled: April 30, 2018</li> </ul>	<p>MCP/Client Reason: Priority shift—closed project removed remaining contract value from the books.</p>	<p>Name: Jon Samuelson Title: Senior Manager Phone: 512-796-6640 Email: <a href="mailto:jon.samuelson@capgemini.com">jon.samuelson@capgemini.com</a></p>
<p>City and County of San Francisco Police Department 1235 3<sup>rd</sup> Street San Francisco, CA 94158</p>	<ul style="list-style-type: none"> <li>Contract Number: 1000020698</li> <li>Description: Reporting System Migration Consulting Services</li> <li>Intent to Award Date: July 31, 2020</li> <li>Start Date: January 4, 2021</li> <li>Operations End Date: May 12, 2021</li> <li>Contract term: January 4, 2021, to December 31, 2021</li> <li>Canceled: April 27, 2021</li> </ul>	<p>MCP/Client Reason: Convenience of the City—Article 8—closed project removed remaining contract value from the books</p>	<p>Name: Patrick Leung Title: Chief Financial Officer Phone: 415-837-7213 Email: <a href="mailto:patrick.n.leung@sfgov.org">patrick.n.leung@sfgov.org</a></p>
<p>Phoenix Police Department PO Box 330 114 West 2nd Street Phoenix, OR 97535</p>	<ul style="list-style-type: none"> <li>Contract Number: N/A</li> <li>Description: Monitoring Services for Monitoring Servers and Network Devices</li> <li>Award Date: May 15, 2019</li> <li>Operations Start Date: July 1, 2019</li> <li>Operations End Date: August 31, 2021</li> <li>Contract term: July 1, 2019, to June 30, 2022</li> <li>Canceled: July 13, 2021</li> </ul>	<p>MCP/Client Reason: Client funding shortfall due to the Alameda fire—closed the project and removed remaining contract value from the books</p>	<p>Name: Derek Bowker Contact Title: Chief Phone: 541-535-1113 Email: <a href="mailto:dbowker@pxpd.org">dbowker@pxpd.org</a></p>

# **E. Conflict of Interest Questionnaire**

Place Holder

# F. Proposal Submittal



# Statement of Services

## Project Understanding

Mission Critical Partners, LLC (MCP) appreciates the opportunity to provide this proposal to evaluate the status of the existing paging and 800 megahertz (MHz) trunked radio system as well as potential enhancements to the system to improve reliability and interoperability, with the goal of meeting current and future communications requirements for Williamson County, Texas (County).

## Scope of Work

### *Task 1: Project Initiation*

MCP will conduct a project initiation meeting with the project team and stakeholder representatives to:

- Establish mutual acquaintance
- Clarify roles
- Review and seek alignment on the desired outcomes, deliverables and timeline

MCP's project manager (PM) will facilitate the meeting. Prior to the meeting, MCP will review documentation or materials that can be made available such as:

- Letters, surveys, and contracts
- As-built documentation
- Federal Communications Commission (FCC) documents and licenses
- Presentation materials and other items as determined

The County and MCP will use Task 1 to gain a mutual understanding of your future vision.

MCP has assumed the project initiation meeting and on-site data collection will be combined into a single trip.

### *Task 2: Data Collection*

- Collect and Review Existing Systems Documentation
- Conduct Onsite Meetings and Interviews to Assess Needs,
- Visit all County Radio Sites and Collect Data.

To understand the County's operational needs, MCP will assess the current system equipment and technology using its proprietary assessment tool —Model for Advancing Public Safety<sup>SM</sup> (MAPS<sup>®</sup>) methodology, which is based on a variety of mature, broadly accepted public safety and information technology (IT) standards, formalized accreditation programs, and industry best practices.

An MCP subject-matter expert (SME) will travel to meet with relevant personnel as identified prior to the trip to:

#### MAPS Support

- Walk through the MAPS process
- Evaluate the status of each site
- Produce an assessment report regarding the status of the various system components

#### Initiation Meeting Review

- *Project and task milestones*
- *Schedules and deliverables*
- *Project budget*
- *System technology*
- *Emerging technologies (e.g. FirstNet)*

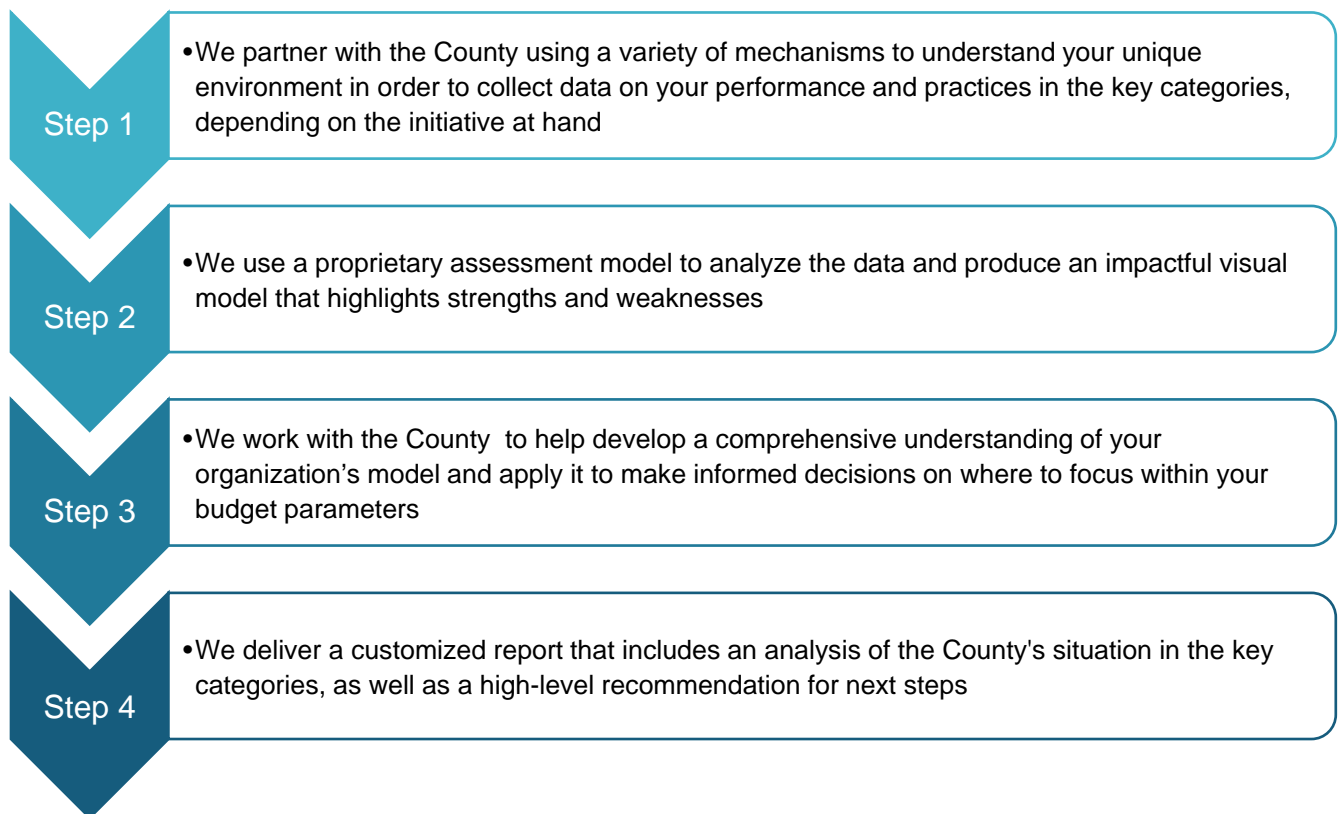
MAPS is designed to help public safety agencies to:

- Redefine risk as an opportunity and migrate their operations closer to the “ideal” state
  - The “ideal” state is defined as public-safety-grade
- Assess an organization, specific system or initiative holistically
- Ensure that the plan fulfills the County’s present needs while preparing to successfully achieve future requirements

*The risk in today’s public safety system is abundant. But it’s also a world full of opportunity. MCP will help Williamson County highlight the risk areas and convert them into opportunity.*

### How MAPS Works

The MAPS methodology provides clients with an intuitive plan that effectively translates complexity into one customized, impactful visual that will help chart a course to accomplish their goals. Using a proprietary assessment model, MCP analyzes an agency’s current situation in key overarching categories, or levels, required to achieve a “best-in-class (i.e., public-safety-grade) operation.



A score is assigned to each category based upon all the information collected during the assessment.



The MCP assessment output allows the County to:

- View a graphic representation of the most significant risk areas in your system(s)
- Make the most informed decisions possible regarding what areas to address, working within your budgetary parameters

The closer a category is rated to the center of the graph, the higher the risk it represents to the overall system.

We understand the “ideal” state is difficult to attain for many agencies for budgetary reasons.

The figure below provides a sample depiction of a MAPS-generated system benchmark:

### Primary Areas of Concern

Coverage

Capacity

Reliability

Interoperability

Maintenance

Lifecycle

Subscribers

Data Capability

## CLIENT NAME MAPS® Blueprint

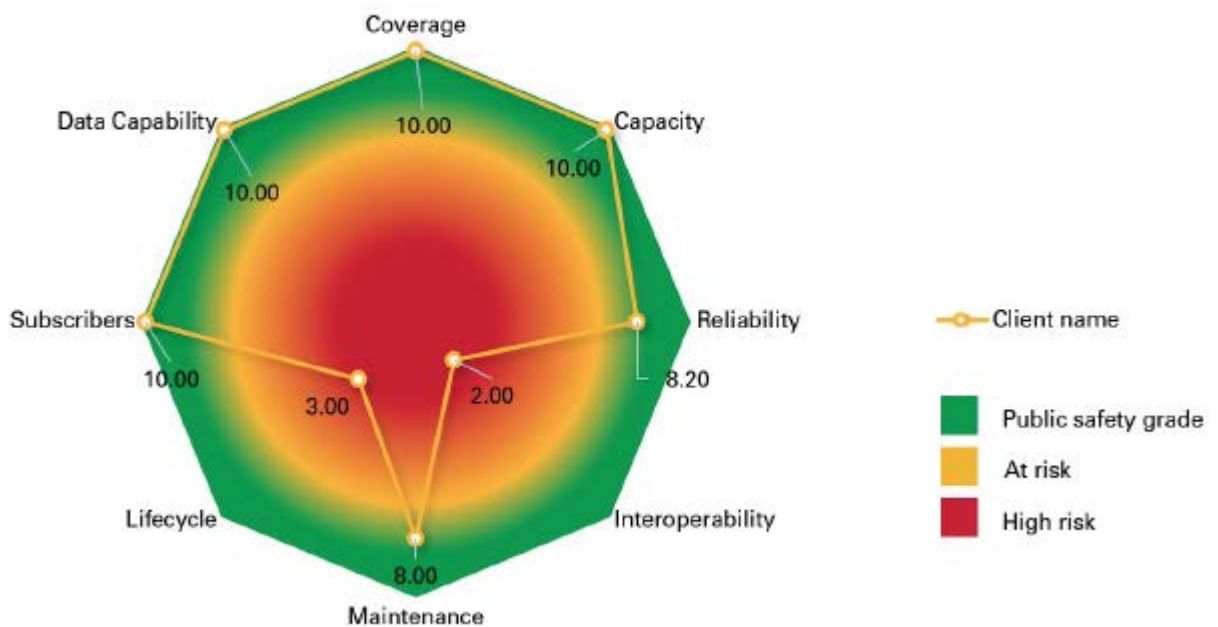


Figure 1 Sample MAPS Diagram for an Existing Network

Task 2 is designed to help the County:

- Work toward the emergency communications ecosystem of today and tomorrow in an accelerated fashion
- Measure the effectiveness of the County’s systems and operations and focus on the most critical aspects

To gain a full understanding of the County’s issues, problem areas and unmet needs regarding the current system, MCP will conduct interviews with stakeholders and focus groups with the County’s assistance.

The interviews are scheduled the same week as the project initiation meeting to realize cost efficiencies for the County and are designed to capture an understanding of the following:

Data Collection	
•	System concerns perceived by users
•	Locations where system coverage capacity is perceived as limited or unavailable
•	Issues regarding talkgroup and talk paths
•	Field unit quality levels, features, and accessories
•	System management and maintenance requirements and capabilities
•	Interoperability requirements and issues
•	Other data-collection elements as determined at project initiation

### Site Visits

MCP will conduct site visits at the following locations:

Site	Location
1. Prime	1058 Rabbit Hill Road Georgetown
2. Cedar Park	1900 Cougar Country Drive Cedar Park
3. Liberty Hill	5251-A County Road 200 Liberty Hill
4. Thrall	7800 County Road 424 Thrall
5. Florence	1000 Fm 970 Florence
6. High Country	2899 High Country Blvd Round Rock
7. Tower Rd	2141 Tower Rd Liberty Hill
8. Granger	5690 Cr 327 Granger
9. Taylor	108 Old Coupland Rd Taylor
10. Cedar Park South	1302 Fire Ln Cedar Park
11. Back Up	151 Carlson Cove Georgetown
12. Lime Creek	11689 Lime Creek Rd Austin

To assist MCP in this endeavor, the County will:

- On the day(s) of the site visits, arrange for access to each site compound and appropriate shelters.
- Provide a list of stakeholder agencies to be interviewed

- Representation of system users who can articulate communications needs and requirements
- Contact information for each agency
- Schedule the stakeholder interviews
  - Secure an appropriate venue
  - Disseminate the meeting invitations

*MCP controls the meeting flow and uses proven facilitation principles to help stakeholders clarify where they stand today and where they want to go. We begin clearly with the meeting's purpose and desired outcomes, helping participants gain understanding, achieve strategic alignment and, if necessary, reach consensus. From the time the invitation and agenda are issued, to the start of the meeting, stakeholders understand their role and level of involvement.*

Interviews with additional stakeholders may take place if deemed necessary by the MCP/County team.

### *Task 3: Perform Coverage Analysis*

- Enhanced County 800 MHz Simulcast Radio System
- County Ultra-High Frequency (UHF) Paging
- Very-High Frequency (VHF)/UHF Conventional Radio System

To characterize the County's coverage levels within the existing system's footprint, MCP will take the data collected and produce propagation maps using our radio frequency (RF)-planning software to determine mobile and portable on-street and portable in-building coverage.

The coverage models will take into consideration varying geographical topology and environmental factors such as foliage and building density.

For the County to fully understand the limits of the existing system and to establish a coverage baseline, MCP will use the collected data and coverage modeling to:

- Identify gap areas confirmed by system representatives as required coverage areas
- Perform further coverage modeling to develop a conceptual system design, as needed, to:
  - Recommend system configuration changes to exceed coverage provided by the existing system
  - Enhance coverage in those areas identified by emergency responders as lacking
- Compare current system configuration and coverage to the actual coverage
  - Provide reasons for any differences
- Identify steps to be taken to bring the system performance up to the desired levels

## Frequency Analysis for Determining System Capacity

*Radio spectrum is a critical component of any wireless system and is a limited resource, often influencing decisions regarding radio technologies because of the availability of suitable channels.*

The number of channels available in the County's system determines the system's amount of capacity.

Prior to decisions being made, a radio spectrum review will be completed to ensure that sufficient channels exist to support upgrade or enhancement recommendations. MCP will:

### Frequency Analysis and System Capacity Support

- Review current FCC licenses and spectrum used or licensed to the County and/or its agencies
- Research additional spectrum availability in currently used and/or potential frequency bands
- Evaluate loading based on user feedback regarding:
  - Current channel configuration
  - System usage statistics from the existing system to the extent possible
  - Industry standards that address the number of users on each channel
- Assess current system loading based on system usage statistics
- Evaluate the potential impact of increased capacity using Erlang C calculations
  - Based on the number of active system users during the busy hour

This analysis will provide the information required to make recommendations regarding the potential need for additional channels to support effective communications for the County's users.

### *Task 4: Develop Recommendations and Projected Costs*

- Enhanced County 800 MHz and UHF Paging
- VHF/UHF Conventional Radio Systems

The evaluated system data and operational and performance requirements identified by stakeholders will be incorporated into MCP's final analysis, and radio needs assessment report, which will include:

### Report Components

- Documentation of the current functional, operational, and performance
  - Coverage
  - Capacity
  - Reliability
  - Interoperability
- Conceptual design of the proposed system

Report Components	
–	Coverage provided by the design or architecture
–	Proposed site connectivity recommendations
–	Potential coverage analysis maps (for both mobiles and portables)
•	Number and location of radio sites including: <ul style="list-style-type: none"> <li>– Potential site recommendations for equipment placement</li> <li>– Ability to address identified user requirements and projected costs</li> </ul>
•	Estimated construction/implementation cost analysis

Based on this documented understanding of needs and priorities, MCP will develop a conceptual design change or upgrade for the County’s consideration that would address these needs.

**Task 5: Draft and Final Reports**

- Submit Draft Report
- Review Report with the County
- Submit Final Recommendation Report and Incorporate Changes

MCP will compile all data collected into a final report, following the development process in the table below:

Table 1: Final Report Process

Item	Description
<b>Draft Report</b>	<ul style="list-style-type: none"> <li>• Compile and review the draft report</li> <li>• Answer questions and clarify recommendations and findings</li> </ul>
<b>Final Report</b>	<ul style="list-style-type: none"> <li>• Provide a draft report to the County for feedback</li> <li>• Incorporate the County’s changes or clarifications into the report</li> <li>• Provide the final version of the report</li> </ul>
<b>Presentation</b>	<ul style="list-style-type: none"> <li>• Make one presentation to the County</li> <li>• Address any final questions or clarifications</li> <li>• Discuss steps for adopting system improvements or upgrade recommendations</li> </ul>

The final report will provide a baseline of the current radio system and recommendations for future action.

## Project Methodology

The Project Management Institute (PMI) framework has been used to develop our response for meeting your needs as defined in your solicitation.

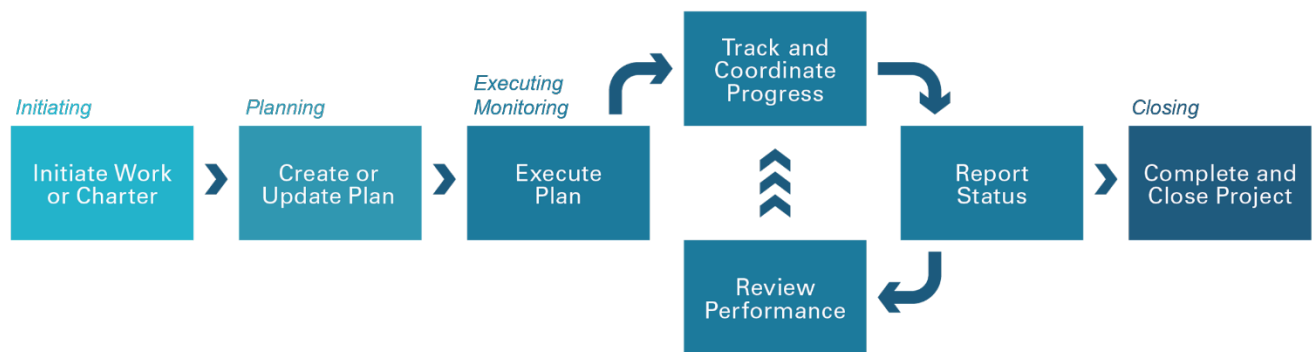


Figure 2: PMI Framework

This industry standard is used by the PM to promote a successful outcome and alignment with the stakeholder expectations through the project lifecycle.

The PMI framework breaks the lifecycle down into four stages: Initiating, Planning, Executing/Monitoring, and Closing. These stages are illustrated in the above graphic.

### *Initiating and Planning*

Upon project initiation, or kickoff, MCP will verify needs and expected outcomes to confirm scope, approach, and timing. After initiating the project and working closely with your team, MCP will develop a customized approach for your agency and stakeholders that drives the project from planning through completion. Depending on project complexity, this approach will be documented in a project work plan; a shorter, smaller plan may be developed based on the accepted scope of work. This scope/work plan will be submitted and reviewed for the County's/ approval prior to project execution. Subsections may include:

- Risk identification and response plan
- Communications plan for status and progress
- Resource needs and allocation plan
- Deliverable acceptance plan

### *Executing and Monitoring*

MCP will execute the scope/work plan as documented and update you on progress, performance, and concerns if any. We will conduct routine project reviews to validate plan alignment for client satisfaction and quality management. The project reviews will focus on:

- Scope (including requirements and quality control)
- Schedule (including planned vs. actual)
- Budget (including planned vs. actual)
- Deliverable and artifact reviews
- Ongoing risk reduction

- Ongoing issue resolution
- Readiness and transition for changes

These reviews and regular project updates will directly impact our continued execution, helping us mitigate potential risks and increase efficiency/performance.

This approach to execution and monitoring results in an opportunity for overall greater success.

### Closing

As the project ends, we will coordinate with your team to ensure agreed-upon deliverables have been submitted and accepted, and that you are ready to take your next step post-project. We also will maintain contact as desired through a designated point of contact if additional services are requested or available in the future.

Additionally, MCP practices two exercises as a form of self-check:

- Internally, we conduct a “Lessons Learned” to revisit and gauge our own performance and project outcomes, giving MCP an opportunity to continuously improve as we continue providing services based on internal observations.
- Externally, we perform “Client Satisfaction Outreach,” which involves directly asking our clients post-closeout to evaluate our performance and their satisfaction. We use this information to reflect on how our clients perceive our work and consider opportunities for improvement we may not have noticed otherwise.

### Tools

In alignment with the complexity of the project, MCP will manage and track project resources, assignments, and costs and will maintain the schedule using a combination of manual and automated industry-recognized tools.

Deltek VantagePoint	Egnyte	Microsoft Project	Online Communications
<ul style="list-style-type: none"> <li>• Integrated, enterprise planning tool</li> <li>• Creates and resource-loads a project plan</li> <li>• Assists with continuity between tasks and tracks project financials</li> </ul>	<ul style="list-style-type: none"> <li>• Secure, cloud-based file-sharing platform</li> <li>• Allows centralized file access based on stakeholder needs</li> </ul>	<ul style="list-style-type: none"> <li>• PMI-based dashboard outlining all project processes</li> <li>• Tailored to meet the goals of individual projects</li> </ul>	<ul style="list-style-type: none"> <li>• Video and instant messaging tool</li> <li>• Improves communication and technology compatibility</li> <li>• Allows access to Platforms including Microsoft Teams, GoToMeeting and Zoom</li> </ul>

Figure 3: MCP's Project Management Tools

Using these tools, the PM will be able to:

- Support efficient use of staff and subject-matter expert resources
- Mitigate against staff being assigned more hours in each period than could be reasonably applied
- Monitor and compare hours planned or needed to complete a task against the hours assigned



This allows the PM to assign time and tasks in a balanced and reasonable fashion to identify pending shortfalls and rebalance staff assignments to accommodate and address the potential shortfall, if needed, and communicate changes in regular project meetings to align with your requirements and expectations.

### *Communications During Limited Travel*

At MCP, we understand on-site meetings, observations, and inspections are important to the accuracy of an assessment or implemented solution—our project approach seeks to provide sufficient time and personnel for on-site deployment as you prefer.

Acknowledging the current health and safety environment the country is facing, as well as the likelihood of your active COVID-19 safety protocols for employees, we have built this project in a hybrid model.

This updated approach assumes that on-site interaction will be limited and supplements the project with remote activities, where warranted, in the best interest of the project. However, if all parties agree in-person interaction is not advisable, you can trust MCP has the experience, capabilities, and technology to successfully complete the work in its entirety remotely.

MCP engages a variety of platforms, including but not limited to GoToMeeting, Zoom, Microsoft Teams and Egnyte, to meet your needs. Through these platforms, project teams can establish break-out rooms, conduct remote tours, and facilitate interactive interviews, focus groups and digital whiteboards to work problems in real-time. Additionally, we leverage online data-discovery tools and secure repositories.

With this approach, MCP will be able to follow current local, state, and federal requirements necessary to keep your staff and our employees protected, all while building trust and instilling confidence that we will deliver on our commitments.

### *Quality Assurance and Quality Control*

Our PM is responsible for the quality assurance and quality control (QA/QC) process for deliverables, including scheduling, formal delivery, and follow-up to meet your expectations.

Table 2: MCP's QA/QC Process

Stage	Description
<b>Peer Review</b>	<ul style="list-style-type: none"> <li>• Validate content (this is reviewed by select project team members and other SMEs relative to the content)</li> <li>• Align the deliverable with the project's scope of work</li> <li>• Leverage industry standards and best practices, the depth of knowledge of the reviewers and information obtained from other similar projects</li> </ul>
<b>Peer Review Edits</b>	<ul style="list-style-type: none"> <li>• Validate the comments received via peer review</li> <li>• Incorporate applicable changes into the deliverable</li> </ul>
<b>/Quality Assurance</b>	<ul style="list-style-type: none"> <li>• Comprehensive deliverable review is conducted by MCP staff with industry knowledge and experience, as well as specific expertise in editorial content review</li> <li>• The objective of QA is to validate that:</li> </ul>

Stage	Description
	<ul style="list-style-type: none"> <li>- Deliverable is comprehensive and thorough</li> <li>- Deliverable meets defined acceptance criteria</li> <li>- Text, tables, and graphics are accurate</li> <li>- Text flows logically and is grammatically correct</li> </ul>
<b>Quality Control</b>	<ul style="list-style-type: none"> <li>• Once QA edits have been reviewed by the PM and incorporated, the deliverable moves into the final stage: QC</li> <li>• During QC, document support specialists further scrutinize the deliverable to validate that: <ul style="list-style-type: none"> <li>- The deliverable is accurate and consistent regarding usage and content flow</li> <li>- The appearance of the deliverable aligns with MCP and client standards</li> </ul> </li> </ul>

Deliverables are vetted thoroughly prior to delivery. In the event a deliverable does not meet your expectations, MCP will meet with you to review any identified deficiencies, then document and, more importantly, correct them to your satisfaction, to the extent they do not contradict or violate established rules, regulations, statutes, standards, or a combination thereof.

# Project Team

With more than 150 staff members, MCP's specialized professionals are integral members of our team:

MCP's Specialized Professionals	
<ul style="list-style-type: none"><li>• Licensed FCC experts</li><li>• Project Management Professionals (PMPs)</li><li>• Professional Engineers (PEs)</li></ul>	<ul style="list-style-type: none"><li>• Emergency Number Professionals (ENPs)</li><li>• Technology, forensic, and policy specialists</li><li>• Former public safety managers</li></ul>

MCP will support this project with 100% internal staff to protect the County from the risk of 1099 staff or subcontractors that could delay project initiation, delivery or create contractual issues over responsibilities. MCP has identified in the figure below the key team members from our staff that we plan to assign to this important project.

## Organizational Chart

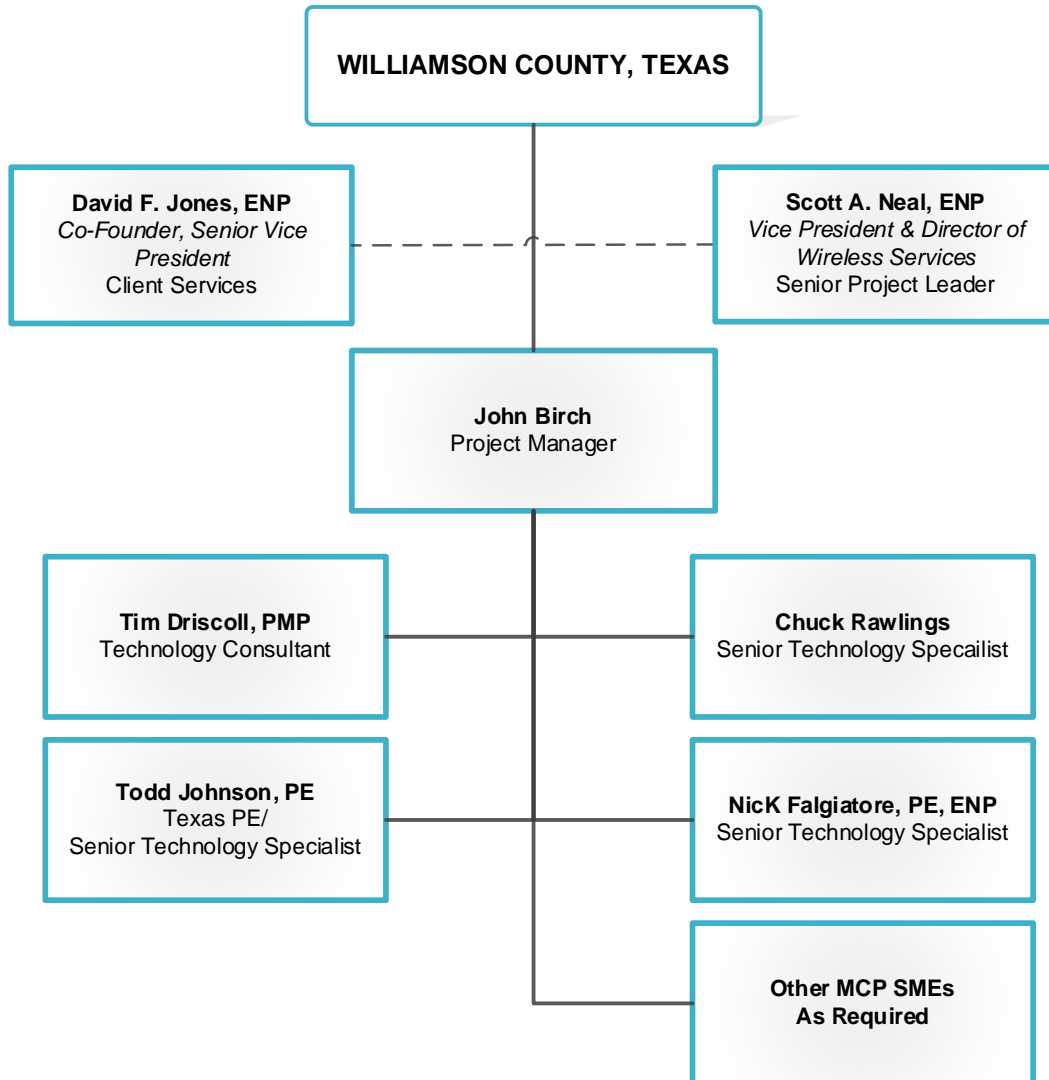


Figure 4: Project Team

Each team member brings a unique skill set and depth of experience. Additional resources and subject-matter experts are also available, as we are a full-service firm focused on all aspects of public safety communications

## Resumes

Resumes highlighting our qualifications and experience are included on the following pages.

## David F. Jones, ENP

Co-Founder, Senior Vice President, Director of Strategic Accounts, Mission Critical Partners

David provides executive-level consultative services and expertise on matters related to NG911, government affairs, public policy, and legislation. He is an internationally known subject matter expert on 911, NG911, and emergency services. He has advocated for emergency services-related issues throughout North America, as well as in Asia, South America, and Europe. While serving as president of NENA, he testified before the United States Senate Commerce Committee on issues pertaining to 911 and next-generation telecommunications networks. David was among the first in the nation to be certified as an ENP and has more than 25 years of experience in the public sector, having administered, directed, managed, and operated emergency service agencies and 911 departments. Areas of specialization include:

- Client management, ensuring client expectations are met for success
- Program management support and executive-level consultative services

### Representative Experience

#### *State/Regional Experience*

- Arizona—FirstNet-related support, NG911 planning and implementation, executive-level support
- Association of Central Oklahoma Governments (ACOG)—NG911 design, acquisition and deployment
- California—Leadership development/NG911 training
- Colorado—911 Resource Center NG911 system review
- Kansas—NG911 support
- Michigan—Public safety broadband
- Minnesota—Statewide 911 implementation, technology support, procurement support
- Nebraska—Public Safety Commission NG911 study, professional general consulting
- New Mexico—NG911 Planning and Implementation support
- Oklahoma—NG911 support
- Tennessee—Emergency Communications Board Technology consulting
- Texas—Commission on State Emergency Communications (CSEC)—ESInet facilitation
- North Central Texas Council of Governments (NCTCOG)—911 master planning, executive mentoring, GIS assessment, NG911 implementation and PSAP feasibility study
- Lower Rio Grande Valley Development Council, TX—NG911 migration support

#### *City/County Experience*

- Horry County, SC—911, NG911 and radio support
- Shelby County, TN—911 District
  - Memphis Police Department—CAD consulting automatic vehicle location (AVL) procurement assistance, and radio procurement
- Charleston County, SC—Public safety system review and ESInet
- Calhoun and Talladega Counties, AL—Radio system governance and related legislation
- Tarrant County, TX—911 District customer premise equipment (CPE) review and implementation and Regional Interoperability Communications Committee (RICC) study
- Dallas, TX—NG911 System Planning/911 CPE replacement
- San Francisco, CA—911 system replacement
- Spartanburg County, SC—Director, Emergency Services – 911, Emergency Management Agency, Fire Marshal, and Emergency Services Training Academy



### Industry Experience

37 years

### Education

B.A., Political Science,  
Wichita State University,  
KS

### Certifications

Emergency Number  
Professional (ENP)

### Associations

National Emergency  
Number Association  
(NENA)

NENA, President, 2005-  
2006; Executive Board,  
2001-2007

Association of Public-  
Safety Communications  
Officials (APCO)

Industry Council for  
Emergency Response  
Technologies (iCERT)  
Executive and Policy  
Committee

### Awards

“Order of the Palmetto,” by  
South Carolina Governor,  
October 2005. Highest  
civilian award in the State  
for “efforts to improve  
emergency services and  
communications”

## Scott A. Neal, ENP

Vice President & Director of Wireless Services, Mission Critical Partners

Scott brings more than three decades of emergency communications experience to MCP. Scott retired after completing a 28-year career with the Pennsylvania State Police (PSP), where he served 25 years in the field up through the rank of Captain and spent his final three years as a Major in charge of the Bureau of Communications and Information Services. In that capacity, he was responsible for the operation and maintenance of the Pennsylvania Statewide Radio Network (PA-STARNet) and the administration of the Commonwealth Law Enforcement Assistance Network (CLEAN) and also led the effort to procure the first ever records management system for PSP. Scott also served as the governor-appointed single point of contact for the Commonwealth of Pennsylvania for the planning efforts of the FirstNet's Nationwide Public Safety Broadband Network (NPSBN) from 2012–2015.

Since joining MCP in 2015, he has served as client manager as well as project manager on multiple projects and was the lead consultant supporting multiple states in the planning effort for the NPSBN. He currently leads a team of more than 20 professional consultants who specialize in supporting our clients' mission-critical wireless networks.

### Representative Experience

#### State/Regional Experience

- Nationwide Public Safety Broadband Network Planning (NPSBN) activities—Served as Project Lead
  - Arizona
  - Michigan
  - Missouri
  - New Hampshire
  - New Jersey
  - Pennsylvania
- Arizona—FirstNet consulting services
  - Data collection/analysis, education and outreach, and conduct of band 14 technology exercise for the planning of the NPSBN
  - Project manager for the development and delivery of an RFP to explore potential public/private partnerships in a FirstNet “opt-out” scenario
- Arizona—Statewide broadband strategic planning, microwave network planning and design; Statewide Radio Request for Information
- Arizona—Northern Microwave Loop upgrade
- Massachusetts—Statewide LMR system (CoMIRS) assessment, conceptual design, RFP development and implementation support for the Massachusetts State Police
- New Hampshire—Radio System assessment, upgrade and RFP development
- Southeastern Pennsylvania Regional Task Force (SEPA-RTF) Automatic License Plate Reader (ALPR) implementation and services—Provided assistance with the CJIS security policies

#### City/County Experience

- Memphis/Shelby County, TN—Radio system assessment and RFP development
- Northumberland County, PA—Radio system upgrade
  - Oversaw the implementation of a countywide P25, trunked VHF radio network
- Gallatin County, MT—Radio system upgrade support

#### Additional Experience

- Performed operation and maintenance of PA-STARNet digital trunked 800 MHz public safety radio system, operating on the OpenSky platform on 1,100 radio sites
- Led the planning effort to transition the PA-STARNet from the current platform to a hybrid VHF/800 MHz P25 Phase II



### Industry Experience

34 years

### Education

107th Administrative Officers' Course (AOC) of the Southern Police Institute, University of Louisville, Kentucky

### Certifications

Emergency Number Professional (ENP)

Incident Command Training (ICS 100/200/300/400/500/700/800)

### Associations

National Emergency Number Association (NENA)

Association of Public-Safety Communications Officials (APCO)

International Association of Chiefs of Police (IACP)

Pennsylvania Chiefs of Police Association

Fraternal Order of Police (FOP)



## John Birch

Client Manager, Mission Critical Partners

John works with state and local public safety agencies on land mobile radio, microwave and supervisory control and data acquisition (SCADA) system upgrades and replacement projects. He performs needs assessments and develops conceptual system designs and budgetary cost estimates for communications systems improvement and replacement. John defines system requirements and specifications for RFPs. He evaluates proposals and assists clients in vendor contract negotiations for system procurement. In addition, he provides system implementation oversight, including site inspections and system performance verification and cutover planning.

### Representative Experience

#### City/County Experience

- Houston-Galveston Area Council (H-GAC), TX—Lead consultant for 13-county Regional Interoperable Communications Plan (RICP) and Gap Analysis
- Dallas County, TX—Lead consultant for radio tower and R56 grounding project for new Dallas County 911 dispatch center and ICC 500 storm shelter
- Montgomery County Hospital District (MCHD), TX—Lead consultant in support of numerous radio communication system projects
  - Led the development, purchase and implementation of a new ten-hop MPLS microwave network
  - Supported the upgrade of Enhanced Digital Access Communications System (EDACS) to a six-site, P25 Phase 2, trunked simulcast system
  - Led the development, purchase and implementation of six new MCHD-owned radio towers within Montgomery County
- Montgomery County Volunteer Fire Department, TX—Lead consultant for the planning, design, procurement and implementation of a new five-site, VHF simulcast, land-mobile radio system for 44 volunteer fire departments and the Woodlands Fire Department
- City of Houston, TX—Needs assessment, planning, procurement and implementation of a citywide P25 Phase 2 time division multiple access (TDMA), 48-site simulcast 700/800 MHz trunked radio system

#### Additional Experience

- Port of Houston, TX—Lead consultant for radio communications system project to evaluate the Port's radio system expansion options to cover multiple locations
  - Conducted user needs assessment, evaluated the existing system and developed conceptual system design alternatives, budgetary costs and coverage analyses for the various options
- Cy-Fair Volunteer Fire Department (CFVFD), TX—Lead consultant for start-to-finish radio system planning, procurement and implementation of new 700 MHz, P25 simulcast trunked radio system
  - Worked with CFVFD and emergency services district (ESD) #9 to complete Phase 1 needs assessment, conceptual system design options and corresponding budgetary cost estimates for new P25 trunked radio system
  - Developed new radio system, dispatch console system and microwave backhaul system technical and functional specifications for an RFP
  - Supported proposal evaluation, system implementation and acceptance testing



#### Industry Experience

36 years

# Timothy John Driscoll, PMP

Client Manager, Mission Critical Partners

Tim is responsible for assisting clients in developing and implementing wireless voice and data communication systems. His experience in the development, implementation and maintenance of more than forty-five 800 MHz trunked radio systems has provided him the skills to complete all projects while exceeding client expectations.

Tim has been responsible for evaluating radio system coverage, capacity and the general state of radio systems used primarily in the public safety arena of operations. He has evaluated and developed improvements of large bi-directional amplifier (BDA) systems such as those used in nuclear power plants and large manufacturing facilities. Tim has worked with many clients in developing radio shop staffing, service provision evaluations, and radio service and equipment repair tracking systems.

## Representative Experience

### City/County Experience

- Cities of Garland and Mesquite, TX
  - Developed, procured and implemented a shared four-city, nine-sites, P25 Phase 2 time-division multiple access (TDMA) trunked radio system with 4,000 radio users
  - Supported needs assessment, development of system alternatives and cost estimates and development of a competitive RFP
  - Evaluated proposals from vendors and assisted the cities' team in vendor selection, contract negotiations and system implementation
  - Evaluated the cities' radio service center and made recommendations for staffing, test equipment and process modifications for servicing the new system internally
- Collin County, TX
  - Implemented shared multi-city, nine-site, P25 Phase 2 TDMA trunked radio system with 2,000 radio users
  - Performed site inspections and provided oversight of punch list resolution
  - Developed and implemented a communication center supporting operations and numerous outside agencies throughout the County
- City of Midland, TX
  - Evaluated two competitive 800 MHz, five-site, simulcast P25 Phase 2 TDMA trunked radio system proposals for replacement of an 800 MHz enhanced digital access communication system (EDACS) trunked radio system
  - Supported vendor oral presentations and best and final offers; worked closely with the proposal evaluation committee to finalize the evaluation process
- North Central Texas Council of Governments (NCTCOG), TX
  - Developed and procured radio interoperability solutions for numerous public safety agencies within the 16-county NCTCOG territory
- Highland Park and University Park, TX (Park Cities)
  - Performed a radio system needs assessment for both Park Cities
  - Modified vendor proposal to meet needs identified in Phase 1
  - Assisted in the development of Interlocal Agreements with the switch owner and between each of the Park Cities
  - Orchestrated implementation of a 700 MHz, three-site simulcast system that included three dispatch sites; provided implementation oversight and participated in system acceptance testing



### Industry Experience

35 years

### Education

B.S., Electrical Engineering, Kennedy-Western University, WY

Associate Degree in Electrical Engineering, National Institute of Technology

### Certifications

Project Management Professional (PMP)

# Charles Rawlings

Senior Technology Specialist, Mission Critical Partners

Charles utilizes his extensive experience to ensure that secure, seamless communications, vital in both day-to-day operations and potential emergencies, are completed and functional. In addition, he has performed calculations for VHF/UHF shots and conducted electromagnetic emissions surveys and R56 audits. Charles has also directed the installation of infrastructure equipment and optimized performance and integration. His well-rounded skills enable him to achieve project success and delight his clients.

## Representative Experience

### Land Mobile Radio Engineer Experience

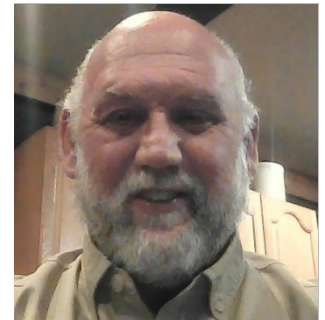
- Spearheaded planning, administration and maintenance of LMR life support system for U.S. Embassy and surrounding consulates
- Delivered unparalleled life safety support by designing an award-winning communications system recognized by the U.S. Department of State and adopted worldwide, integrated LMR into a Big Voice Early Warning system that extended the coverage to personnel and aircraft outside of the U.S. Embassy Compound in Kabul, Afghanistan
- Orchestrated cutover of newly licensed frequencies through full replacement of outdated LMR infrastructure, strengthened communications security by engineering over-the-air rekeying (OTAR) system, overcame extraordinary RF interference challenges due to lack of effective regulation by leveraging expertise in RF spectrum analysis and adapting quickly to frequency spectrum changes

### Senior Land Mobile Radio Engineer Experience

- Directed radio communication and electronic countermeasures operations in Iraq as C4I-CIED product lead
- Oversaw team of 26 personnel charged with maintaining and repairing more than 20K radios, communications jammers, base stations, antennas and LMR infrastructure
- Led installation and upgrades of electronic countermeasure equipment at fixed and mobile sites
- Provided RF spectrum management and built new LMR systems in six different Office of Security Cooperation-Iraq (OSC-I) bases and migrated all OSC-I bases throughout Iraq from UHF to VHF
- Contributed to the safe withdrawal of U.S. military forces from Iraq on short notice by maintaining reliable communications, intelligence and counter-IED solutions throughout the massive transition

### Senior Communications Specialist Experience

- Conducted technical analysis of the statement of work (SOW), designed end-to-end communications system, managed procurement process for IT and communications (ITC) system components, installed and optimized repeaters, base stations, antenna systems and subscriber equipment, installed end-to-end local-area network (LAN) infrastructure including cabling, routers, servers, switches and hubs
- Lead Exploitation Officer, Mobile Security and Communications—Orchestrated high-threat mobile security operations in a hostile environment, planned and executed daily missions, developed signal operating instructions (SOIs), acted as a tactical communications specialist, conducted document, media and cellular exploitation activities, utilized and maintained wide range of digital intelligence collection devices, leveraged Falcon View, Google Earth and other satellite imagery solutions



### Industry Experience

20 years

### Education

B.S., Electronic Engineering Technology, Montana Institute of Technology, University of Montana

### Certifications

Top Secret/Sensitive Compartmentalized Information Clearance

Ordinary Secret Clearance

## Todd B. Johnson, PE

Senior Technology Specialist, Mission Critical Partners

Todd is a licensed Professional Engineer and brings years of experience in public safety wireless communications. He has been responsible for supporting clients from the assessment of their needs through the design and installation of complex customized systems. Todd has provided team leadership, managing multiple teams to ensure the success of projects and services for clients.

### Representative Experience

#### State/City/County Experience

- Missouri—Statewide P25 VHF trunking system site expansion, coverage modeling, in-house network monitoring and vendor management for maintenance activities
- Gallatin County, MT—RF consulting and engineering support on a dual-band, trunking system
- City of Memphis and Shelby County, TN—Public safety radio system and push-to-talk over cellular (PTToC) procurement and implementation
- City of Philadelphia—Review of 20.19 upgrade plan, NICE upgrade, Public Safety Dispatch consolidation and participation in the public safety communications strategy
- Broward County, FL—Technical support for assessment and planning for implementation for P25 trunked radio system
- Fayette County, GA—Engineering lead on the assessment and selection of vendor, including review of the radio system, microwave, consoles, push-to-talk (PTT) and interoperability segments of the county's selection
- Wake County, NC—Radio system replacement and PTToC review
- Pasquotank County, NC—Radio dispatch backup center
- Horry County, SC—Radio and paging system replacement
- Wayne County, PA—Technical support for broadband network planning
- Story County, IA—Review of the radio system, microwave, consoles, PTT and interoperability segments of the county's selection; lead on radio assessment and vendor selection
- City of Houston, TX—Assistant Director
  - Management of a P25 radio system for Police, Fire, EMS and Public Works; lead on the transition from conventional analog to Digital P25 Phase 2; roadmap development for regional radio system and conversion of Public Works from traditional LMR to ESChat's PTToC

#### Additional Experience

- Utility Team Leader
  - Reliant Energy (Centerpoint)—Replacement dispatch center
  - Entex Gas (Centerpoint Gas)—Data solution
  - Cleco (Statewide utility in Louisiana)—Statewide trunking and data solution
  - Progressive Energy—Statewide trunking and data solution for multiple states
  - Energy—Multistate, multizone trunking solution
  - San Antonio Water System—Citywide radio system
  - Austin Electric—Citywide radio system (migrated subsequently to Greater Austin/Travis Regional Radio System [GATTRS])
- Rebanding Experience
  - Assistant Director for City of Houston during rebanding process



### Industry Experience

34 years

### Education

MBA, Business Administration, Louisiana State University

B.S., Electrical Engineering, University of Houston, Texas

### Licenses and Certifications

Professional Engineer (PE), California, Georgia, Iowa and Texas

Amateur Radio Operator KG5HNJ

## Nicholas Falgiatore, PE, ENP

Senior Technology Specialist, Mission Critical Partners

Nick is a professional engineer and wireless specialist who has served more than 50 public safety clients ranging in size from small municipalities to state agencies. His experience encompasses all aspects of public safety communications systems implementation, such as needs assessment studies, system procurements and system implementation engineering support. Nick has supported P25 Phase I and Phase II system implementations from multiple equipment vendors. He is at the forefront of public safety broadband, providing contributions to expert panels and publications on the topic. His expertise includes radio systems design, system acceptance testing, FCC licensing, propagation modeling, interoperability planning, data gathering, P25 subscriber certification, coverage testing and site assessments.

### Areas of Specialization

- Recommend radio system technologies; perform assessments of radio systems and develop conceptual trunked and conventional system designs and cost estimates
- Develop radio system specifications, conduct competitive procurements, and provide support through the implementation of radio and wireless systems
- Develop/update strategic statewide and tactical interoperability communications plans
- Perform propagation studies to model radio system coverage and interference
- Develop radio system VHF, UHF, and 700/800 MHz frequency plans

### Representative Experience

#### Federal Experience

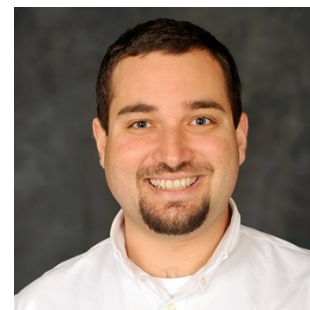
- U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)—Chemical Stockpile Emergency Preparedness Program (CSEPP)—Radio systems needs assessments and coverage modeling

#### State/Regional Experience

- Missouri—Statewide P25 VHF trunking system implementation, FirstNet support in data collection, outreach and education, consultation and the Statewide Communication Interoperability Plan (SCIP) update
- Michigan—National Public Safety Broadband Network (NPSBN) planning activities
- Southeastern Pennsylvania Regional Task Force (SEPA-RTF)—Regional Inter-RF Sub-System Interface (ISSI) and interoperability assessment
- Northern Virginia Emergency Response System (National Capital Region)—ISSI assessment

#### City/County Experience

- Broward County, FL—Radio system needs assessment, procurement, implementation and FCC licensing
- Okaloosa County, FL—Radio system analysis and procurement for P25 Phase II system
- Lawrence County, PA—Radio system needs assessment, FCC licensing procurement and implementation for P25 Phase II system
- Montgomery County, PA—Radio system needs assessment, procurement and FCC licensing support for 30-site P25 Phase II system
- Butler County, PA—Radio system needs assessment, procurement and implementation for P25 Phase II system
- Southwest Florida International Airport—RF system interference analysis and antenna design



### Industry Experience

14 years

### Education

M.S., Electrical Engineering, B.S., Electrical Engineering, Univ. of Central Florida

### Licenses/ Certifications

Professional Engineer, Florida, Tennessee, North Carolina

Emergency Number Professional (ENP)

### Associations

National Emergency Number Association (NENA)

Association of Public-Safety Communications Officials (APCO)

### Awards

2020 IWCE Leader of the Year finalist. Showcases outstanding leadership in critical communications

2017 IWCE Young Professionals Awards list. Showcases leaders in the communications technology industry



# Pricing

Professional services outlined in the above scope of work will be provided for a **fixed fee of \$29,847**, including expenses.

The fee is fully loaded, meaning that expenses are included in the above total amount; MCP will not be submitting expenses for reimbursement to the County. MCP is responsible for all costs related to travel, housing, transportation, communication devices, and computer equipment if/when needed to complete this project as outlined in the scope.

Any additional services contracted in subsequent years will be performed at MCP's then-current fee schedule. Prior to initiating any such additional work, MCP would require a formal letter of authorization from Williamson County.

An invoice shall be submitted each month and include the percentage of work completed relevant to the fee and shall be reviewed and paid within 30 days of receipt.

Based on the current MCP understanding of what is to be accomplished, the pricing identified above represents an estimate of the work anticipated for the project to be successful. MCP's priority is for this project to be successful for Williamson County.

### *Pricing Assumptions*

- MCP assumes the County will provide a contact list of stakeholder representatives for data collection, and the County will secure an appropriate venue for stakeholder meeting(s)
- Up to three revision cycles to the report will be supported at no additional cost.
- MCP's proposal assumes no retainage is being withheld.
- The fees and rates contained herein shall remain valid for 90 days from the submission due date of this proposal.
- MCP's professional fees do not include structural analyses, soil boring (geo-technical) analyses, environmental impact studies, path analyses, or land survey fees.
- Electrical, mechanical, structural, civil, or other design engineering services not specifically indicated in this proposal have not been proposed.
- MCP agrees to negotiate mutually acceptable terms and conditions after award.

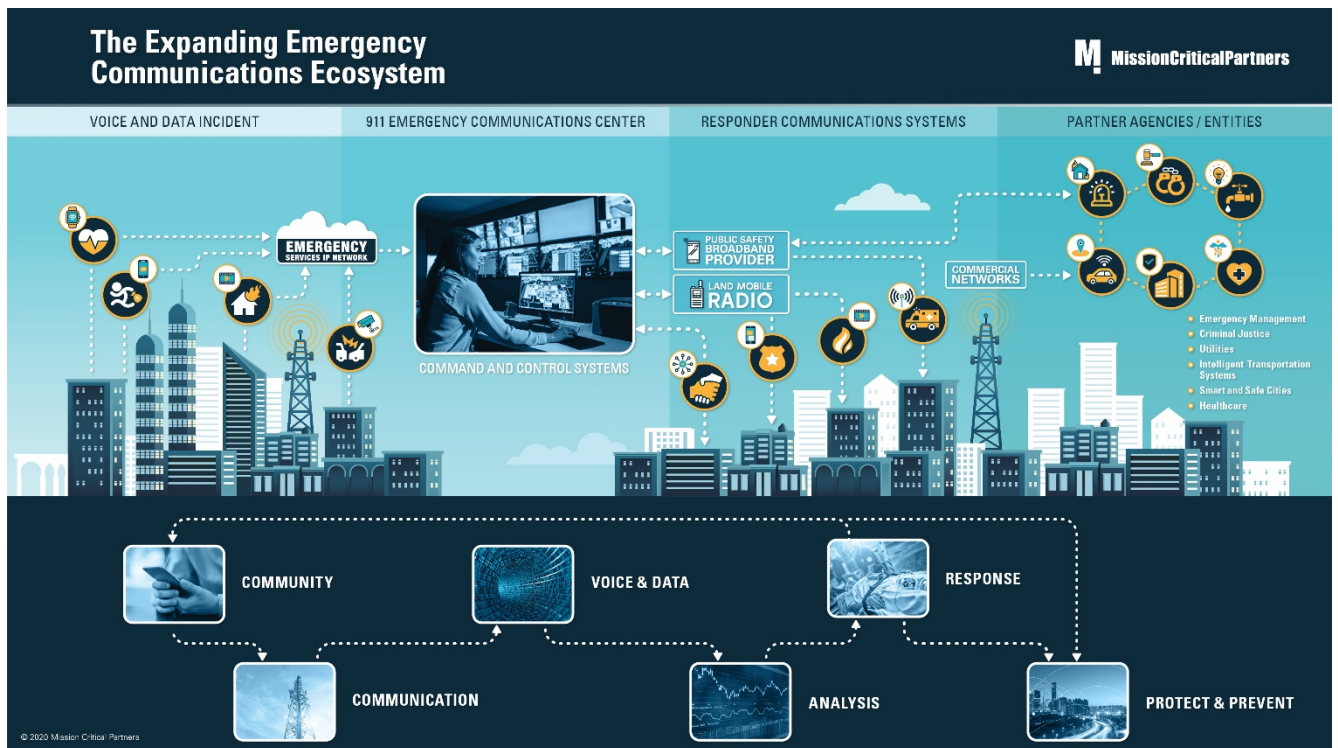


# Appendix A: The Public Safety Ecosystem

Since 911's inception in 1968, public safety officials have continued to leverage technology advancements to make emergency response even more efficient and effective. The counterbalance is these advancements occurred in distinct silos that developed within the emergency communications ecosystem (enhanced 911 service, digital land mobile radio networks, and computer-aided dispatch systems).

Today, we stand on the precipice of another technology transformation like the advent of 911 service. As public safety moves through this transformation over the next several years and beyond, it is critical that the agencies begin thinking of the ecosystem as a holistic network, i.e., a network of networks.

The new public safety ecosystem will interconnect on many levels to enable the smooth flow of critical and relevant data to provide emergency responders with the best information to perform their duties.



MCP can provide the public safety, criminal justice, data integration, network and information technology services required to help agencies start thinking of the ecosystem as a single entity, taking into consideration how each piece will interconnect and interact with the others. With MCP's support, agencies will transition from siloed communication environments to realizing significant improvements in emergency-response outcomes.

## Appendix B: MCP's Areas of Specialization

Mission Critical Partners is a comprehensive professional services firm rather than an organization with a single focus or specialization. Our areas of specialization are driven by subject matter experts in each of their respective fields – in other words, our specialization is in all areas of public safety – from operations to technology.

Our planning, design, and implementation services span all aspects of mission-critical communications.

### Executive Consulting Services



MCP partners with clients to develop customized technical and operational solutions for public safety communications—because the mission matters.

Our staff has extensive experience serving in public sector and public safety management roles. We draw on our real-world experience when advocating for our clients. Through first-hand experience, we have earned the reputation for being accountable, prudent, persistent, progressive and reliable problem solvers and innovators.

We provide services that are initiated at a strategic level. An integral part of our executive-level consulting is providing master planning services. Our team of policy specialists collaborates with clients to create comprehensive plans that help direct decision-making in the public safety sector. When developing a strategic plan, MCP incorporates master planning, organizational structuring, hiring assistance, fiscal planning, operations and technology and policy solutions.

We first seek to gather insights into our client's unique organization. We then apply these insights with our deep industry experience to formulate a strategy designed to serve as a guide to our client's future. We focus on combining a comprehensive yet tactical approach that addresses every element of the client's sphere of influence. Our team directs its collective energy on understanding the full scope of the client's responsibilities and objectives. We uncover the unique challenges that stand in the way of achieving success. Our goal is to mitigate those challenges by leveraging policy, technology, fiscal and human assets to develop a sustainable solution.

Our clients are responsible for delivering reliable service 24 hours a day, seven days a week to emergency responders and the public while operating with limited resources. In recognition of the need to achieve more with less, we aim to put the client in a position to do more with more. This means structuring organizations, programs and projects for available grant funding through policy development, technology and appropriate fiscal planning.

## Network 911 Services



Our professionals have extensive experience with planning, designing, procuring, negotiating and implementing all Next Generation 911 (NG911) call delivery and processing elements. The public safety answering point (PSAP) environment continually will evolve with new technologies, processes and expectations. MCP's goal is to help our clients implement resilient, effective and future-focused solutions that enhance emergency response and result in better outcomes for public safety—because the mission matters.

The MCP approach considers funding models, system lifecycle analysis, objectives, incident processing, network resources and governance opportunities to establish a thorough understanding of a client's unique PSAP environment.

Our NG911 experts have extensive experience with incident processing in the PSAP, as well as incident dispatch and data management. MCP can develop a comprehensive master plan for the agency or region and a conceptual design for NG911 deployment. The master plan assesses all options and ensures timely deployment by incrementally upgrading technology and recommending policy, funding and governance modifications. Our offerings include, but are not limited to, master planning and design and procurement support for a wide variety of communications networks, including Internet Protocol (IP)-based networks, such as Emergency Services IP Networks (ESInets).

## Operations and Facilities Services



When everything you do is considered mission-critical, you require reliable systems to meet the demands of your always-on operation. Our planning, designing and integration services improve the return on your technology investments, while delivering project success. And our project management expertise helps you complete your initiatives on time and on budget.

MCP is passionate about creating environments, processes and systems that enable our clients to experience greater success. We do this by bringing innovative ideas to every project with the end goal of improving your operations. Our applications expertise spans all aspects of public safety communications including emergency services studies, computer-aided dispatch (CAD), logging, records management systems (RMS), geographic information systems (GIS), mobile data and more. We believe that the way in which these applications combine with other systems and your agency's unique organization is fundamental to success. Our specialized team of experts work shoulder to shoulder with our clients to align requirements with their goals to implement the best possible solution.

Our operations and facilities services include operations consulting; technology procurement and implementation; shared services and consolidation; strategic and executive-level consulting; facility planning services; and professional development and mentoring.

## Shared Services and Consolidation



In today's market, everyone is asking, "How can we do more with less?" Communications centers are impacted by this question as budgets become tighter, technology matures, operational demands become more complex and training needs increase. Many are finding that consolidation is a solution to consider. The MCP team has extensive experience with consolidation efforts in past public-sector roles and as consultants.

We recognize that elected and public safety leaders strive to provide the most effective and efficient emergency response system possible. Ultimately, the delivery of quality life-safety services is the achievable objective. We develop a collaborative approach with our clients to assess the opportunity for operational and administrative efficiencies through potential consolidation, colocation or organizational change. Our professionals use an impartial and even-handed approach that has a proven track record of success.

Today's economic realities require a thorough program analysis to define a future path to economizing, while effectively delivering service. Appropriately applied, consolidation or colocation can achieve operational efficiencies through systemic interoperability via staffing, scheduling, technology, training and reduction in system's costs.

We appreciate the necessary balance required of seemingly competing objectives with operations, organizational, technology, fiscal, human resources and governance issues. The variables and constraints associated with each are carefully weighed to develop an approach with a lasting solution. MCP is sensitive to the sense of ownership and loyalty each community and agency has with a local communications center. We honor the history of service while providing an independent view of how the community is best served by advancing to the future. To ensure a comprehensive, yet smooth, transition, we provide migration assistance and help address the challenges inherent in combining organization, facility, technology and operational resources.

## Facility and Technology Design and Integration

MCP is well-versed about the requirements of mission-critical facility architectural and engineering design and we are highly qualified to manage the many complexities that arise with each building project. We also apply our understanding of all elements of the facility construction—including site selection and development, and implementation of electrical, mechanical, structural, security and other technology systems—to coordinate systems installation, acceptance, training and operational transition.

The focus of every project is to optimize the functional use of the space for operational integrity. We work closely with the client to develop technology solutions, migration schedules and a forward-looking operations floor layout that scales as each client's needs grow. Our team has a profound passion for results, an indefatigable work ethic, and a proven record of success; we utilize industry-leading intellectual capital to provide highly responsive, customized, solutions and strategies for our clients.



## Network and IT Support Services



We help our clients increase the reliability of their network and IT environment long after implementation. Our holistic IT and network support solution helps our clients realize significant IT cost-savings, while remaining confident that their systems are running at peak performance, protected by unplanned network outages.

Clients partner with us so that they can focus on the strategic aspects of managing their public safety operations

while we provide expanded continuity, capacity, and capability. We provide solutions that achieve our clients' goals, not their vendors, by applying a technology-independent approach.

With MCP's help maintaining their network environment, our clients have greater confidence that their IT infrastructure and related systems are running smoothly. Our objective is to help our clients drive a greater return from their maintenance investments while reducing their operating expenses. We provide a broad portfolio of assessment, monitoring, and support solutions that improve network reliability and provide agencies with a greater pulse on their IP network and IT enterprise.

IT Network and Support Solutions	Network Management and Monitoring Solutions	Cybersecurity Solutions	Additional Offerings
Mission-Critical NetInform® NetInform Discover discovery and reporting NetInform Assessment enterprise IT network	Mission-Critical NetPulse® NetPulse Essential 24x7 network management NetPulse Advanced 24x7 network monitoring	NetInform Secure security assessments NetPulse Secure security monitoring	On-request services IT helpdesk services Integrated vendor support services

These support solutions can provide a holistic, end-to-end view into an agency's entire network and supporting infrastructure with support available for the following networks and applications:

- CAD Systems
- Call-Handling Equipment (CHE)
- RMS
- Microwave and Fiber Optic Backhaul Systems
- ESInets
- Telephony
- 911 and Administrative Networks
- Environmental Site Networks

## Data Integration Services

In the courts, justice and public safety arena, the business environment includes vendors, suppliers, partners, community, private organizations, and various government agencies. MCP's Data Integration Services team specializes in the planning and implementation of complex data exchange and integration projects for the criminal justice market. Our successes include integration initiatives that span all major entities within the criminal justice community, including:

- Law Enforcement
- Courts
- State Bureaus of Investigation
- Social Services
- Prosecution
- Probation
- Human and Health Services
- Department of Motor Vehicles
- Public Defenders
- Adult/Juvenile Corrections
- Child Support

We've made it our business to help you facilitate, integrate, and improve your ability to work together—by focusing on workflow integration—to achieve real-time accessibility to information that is relevant to the business environment. This event-triggered information sharing has the benefit of reducing paper dependencies, cutting costs and uncovering innovative revenue opportunities that exist in your ecosystem.

MCP has implemented large-scale, multi-year workflow integration projects at the state, county and local level. The benefit to our clients is that our full range of system integration capabilities is augmented with real-world experiences, proven methodologies, industry standards, and best practices that are demonstrated in the breadth, depth, and realism of our strategic planning and implementation efforts.

Our court, justice, and public safety capabilities include, but are not limited to:

Services
<ul style="list-style-type: none"> <li>• Strategic Planning and Governance</li> <li>• Analysis</li> <li>• Exchange Architecture</li> <li>• Integration</li> <li>• Project Management</li> <li>• National Standards</li> <li>• Product Solutions</li> </ul>

MCP uses national standards, modeling tools, and open technologies day in and day out, including:

- Justice Information Exchange Model (JIEM)
- Service-Oriented Architecture (SOA) and Global Reference Architecture (GRA)
- Web Services Standards
- eXtensible Markup Language (XML) Standards and National Information Exchange Model (NIEM)





**Commissioners Court - Regular Session**

**23.**

**Meeting Date:** 05/31/2022

Approval of revised Agreement for Broker of Record for Risk Policies with McGriff Insurance Services, Inc. for Human Resources/Risk Division

**Submitted By:** Kerstin Hancock, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving revised agreement for RFP #22RFP79 Broker of Record for Risk Coverage with McGriff Insurance Services, Inc., originally approved on 05.24.2022 under agenda item #9, and authorizing the execution of the agreement.

**Background**

The agreement that was approved along with the award of RFP #22RFP79 on May 24, 2022, included an incorrect contract term. The term has been corrected to initial contract period starting at 06.01.2022 through 05.31.2025 with two (2) one-year renewal options to follow. Department Point of Contact is Malea Schmitt.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Revised Agreement

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Kerstin Hancock  
Final Approval Date: 05/26/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

05/26/2022 11:22 AM  
05/26/2022 11:26 AM  
Started On: 05/25/2022 09:42 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**Services Contract  
for  
Broker of Record for Risk Coverage**

(McGriff Insurance Services, Inc. - RFP #22RFP79)

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

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **McGriff Insurance Services, Inc.** (hereinafter "Service Provider" or "McGriff"), with mailing address at 10100 Katy Freeway, Suite 400, Houston, TX 77043 (phone 713-877-8975). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

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

## II.

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

- A. **Williamson County RFP #22RFP79 (Broker of Record for Risk Coverage);**
- B. **Service Provider's Response to Williamson County RFP #22RFP79 (dated April 5, 2022); and**
- C. **Any required insurance certificates evidencing required coverages.**

In the event a dispute arises between terms and conditions of: (1) this Services Agreement; (2) Williamson County Request for Proposal #22RFP79; and (3) McGriff's Response to Williamson County Request for Proposal #22RFP79, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) this Services Agreement; (2) terms and conditions of Williamson County Request for Proposal #22RFP79; and (3) McGriff's Response to Williamson County Request for Proposal #22RFP79.

## III.

**No Assignment:** Service Provider may not assign this contract.

## IV.

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

## V.

**Consideration and Compensation:** Service Provider will be compensated based on an annual fee and billed monthly as services are rendered (monthly payments of \$5,816 during months 1 – 11; and \$5,824 for month 12 during The County's fiscal year). **The not-to-exceed amount under this agreement is \$69,800.00, unless amended by a written addendum and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County

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

**VI.**

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

	<b>Type of Coverage</b>	<b>Limits of Liability</b>
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	\$500,000 Ea. Accident
	Bodily Injury by Disease	\$500,000 Ea. Employee
	Bodily Injury by Disease	\$500,000 Policy Limit
c.	Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

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

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

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

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

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

**VII.**

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

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY’S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY’S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE “INDEMNITEES”) FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS’ FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE

WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

## VIII.

**Services:** Services shall comply with The County's RFP #22RFP79 (Broker of Record for Risk Coverage) solicitation document and shall be delivered as detailed in McGriff's Proposal for RFP #22RFP79 (Broker of Record for Risk Coverage). McGriff will provide the following Risk Management Services for The County:

- A. Work with The County to assess The County's risks;
- B. Work with The County to design and develop The County's insurance program;
- C. Keep The County informed of significant changes and/or trends in the insurance marketplace and provide The County with an annual forecast of market conditions;
- D. Meet regularly, on a prescheduled basis with The County's key people designated by The County to discuss strategy and open items;
- E. Work with Client to improve loss control and safety measures;
- F. Provide claim assistance/management for overall insurance program
- G. Executive Risk Program
  - (i) Provide general advice and counsel on all executive risk insurance matters for Client.
  - (ii) Provide executive risk insurance marketing, implementation and ongoing management services.
  - (iii) Continuously update and advise Client on executive risk market issues and trends.

## IX.

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

## X.

**Confidentiality:** Service Provider expressly agrees that it will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose

any information to unauthorized third parties, and will take care to guard the security of the information at all times.

**XI.**

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

**XII.**

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

**XIII.**

**Effective Date and Term:** As set forth in Williamson County Request for Proposal #22RFP79: The term of this contract is June 1, 2022 through May 31, 2025 (“initial term”), followed by two optional one-year renewal periods (through May 31, 2027) under the same terms and conditions if mutually agreeable to both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate pursuant to Paragraph XI.

**XIV.**

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

**XV.**

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

**XVI.**

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

**XVII.**

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

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

County:

\_\_\_\_\_  
Hon. Bill Gravell  
Williamson County Judge

Date: \_\_\_\_\_, 20\_\_\_\_

Service Provider:

  
\_\_\_\_\_  
Authorized Representative

Date: May 25, 2022

Exhibit(s)  
Williamson County RFP #22RFP79 (Broker of Record for Risk Coverage); and  
Service Provider's Response to Williamson County RFP #22RFP79  
(dated April 5, 2022)

(Incorporated herein as if copied in full)

**Commissioners Court - Regular Session**

24.

**Meeting Date:** 05/31/2022

Expo Storm Repair (P566) Chasco Change Order 2

**Submitted For:** Dale Butler

**Submitted By:** Wendy Danzoy, Facilities Management

**Department:** Facilities Management

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Chasco Constructors, Change Order No. 2 for the Williamson County Expo Roof Repairs (P566) This change order is for additional scope items not included in the original lump sum price. This is a No-Cost change order with funding from "Scope Remaining to Procure."

**Background**

This change order is for additional services added to the original scope of work. There is no additional cost nor additional days added to substantial completion. Department point of contact is Angel Gomez. On July 20, 2021, the Williamson County Commissioners Court granted Angel Gomez, Williamson County Facilities Senior Project Manager, with general authority to approve change orders up to \$50,000 in relation the Williamson County Expo Center, pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Chasco CO2

Chasco CO2

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 05/24/2022

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

05/24/2022 03:35 PM

05/24/2022 03:53 PM

Started On: 05/24/2022 02:48 PM



# Change Order

AIA DOCUMENT G701

**Distribution to:**

OWNER	X
ARCHITECT	X
CONTRACTOR	X
FIELD	
OTHER	

PROJECT: Wilco Expo GMP 2

CHANGE ORDER NO: 2

TO OWNER: Williamson County  
3101 SE Inner Loop  
Georgetown, TX 78626

DATE: 5/24/2022

CHASCO PROJECT NO: 21165

CONTRACT DATE: 6/8/2021

CONTRACT FOR: Main Arena and  
Collapsed Canopy

The Contract is changed as follows:

- |   |          |
|---|----------|
| 1) Due to material delivery delays for the Breezeway Structure  | 0        |
| 2) Additional work requested by Owner for the new VIP bleachers | 0        |
| 3) Contract time is changed from June 7 to July 27th            | 0        |
| <b>TOTAL:</b>   | <b>0</b> |

Not valid until signed by the Owner, Architect and Contractor.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The Original Guaranteed Maximum Price was	2,009,747
Net change by previously authorized Change Orders	0
The Guaranteed Maximum Price prior to this Change Order was	2,009,747
The Guaranteed Maximum Price will be increased by this Change Order	0
The new Guaranteed Maximum Price including this Change Order will be	2,009,747

The Date of Substantial Completion as of the date of this Change Order is 7/27/2022

Authorized:

N/A

ARCHITECT

CONTRACTOR

OWNER

Address: Parkhill, Smith & Cooper  
255 N. Center St., STE 200  
Arlington, TX 76011

Address: Chasco Constructors  
Po Box 1057  
Round Rock, TX 78680

Address: Williamson County  
3101 SE Inner Loop  
Georgetown, TX 78626

By: Charles Shaw

By: Bill Bambrick

By: Angel Gomez

DATE: \_\_\_\_\_

DATE: 5-24-22

DATE: \_\_\_\_\_



# Change Order

AIA DOCUMENT G701

**Distribution to:**

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT: Wilco Expo GMP 2

CHANGE ORDER NO: 2

TO OWNER: Williamson County  
3101 SE Inner Loop  
Georgetown, TX 78626

DATE: 5/24/2022  
CHASCO PROJECT NO: 21165

CONTRACT DATE: 6/8/2021

The Contract is changed as follows:

CONTRACT FOR: Main Arena and Collapsed Canopy

- |   |          |
|---|----------|
| 1) Due to material delivery delays for the Breezeway Structure  | 0        |
| 2) Additional work requested by Owner for the new VIP bleachers | 0        |
| 3) Contract time is changed from June 7 to July 27th            | 0        |
| <b>TOTAL:</b>   | <b>0</b> |

Not valid until signed by the Owner, Architect and Contractor.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The Original Guaranteed Maximum Price was	2,009,747
Net change by previously authorized Change Orders	0
The Guaranteed Maximum Price prior to this Change Order was	2,009,747
The Guaranteed Maximum Price will be increased by this Change Order	0
The new Guaranteed Maximum Price including this Change Order will be	2,009,747

The Date of Substantial Completion as of the date of this Change Order is 7/27/2022

Authorized:

N/A

ARCHITECT

CONTRACTOR

OWNER

Address: Parkhill, Smith & Cooper  
255 N. Center St., STE 200  
Arlington, TX 76011

Address: Chasco Constructors  
Po Box 1057  
Round Rock, TX 78680

Address: Williamson County  
3101 SE Inner Loop  
Georgetown, TX 78626

By: Charles Shaw

By: Bill Bambrick

By: Angel Gomez

DATE: \_\_\_\_\_

DATE: 5-24-22

DATE: \_\_\_\_\_

**Commissioners Court - Regular Session**

**25.**

**Meeting Date:** 05/31/2022

Brushy Creek Trail Extension Along Hairy Man Rd (P551) SWA#2 to WA#1 with RVI

**Submitted For:** Dale Butler

**Submitted By:** Wendy Danzoy, Facilities Management

**Department:** Facilities Management

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Agreement No. 2 to Work Authorization No. 1 under Agreement for Planning, Design & Engineering Services, between RVE, Inc. dba RVI Planning + Landscape Architecture and Williamson County, dated August 4, 2020, for Architectural Services at Brushy Creek Regional Trail Extension along Harry Man Road. Funding Source will be P551.

**Background**

This supplemental agreement is to increase the maximum amount payable to \$390,795 for additional services required by the County. Termination date of contract will be December 31, 2022.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

WA1-SWA2

**Form Review**

**Inbox**

Hal Hawes  
County Judge Exec Asst.  
Form Started By: Wendy Danzoy  
Final Approval Date: 05/25/2022

**Reviewed By**

Hal Hawes  
Becky Pruitt

**Date**

05/25/2022 12:00 PM  
05/25/2022 01:21 PM  
Started On: 05/25/2022 11:27 AM



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

**PROJECT E: Brushy Creek Trail Extension Along Hairy Man Rd. ("Project")**

**PLANNER/ LANDSCAPE  
ARCHITECT/ ARCHITECT/  
ENGINEER:**

**RVE, Inc. dba  
RVi Planning + Landscape Architecture ("A/E")  
Mark Smith, PLA, Vice President  
1611 W. 5<sup>th</sup> St., Suite 175  
Austin, TX 78703**

**COUNTY'S DESIGNATED**

**REPRESENTATIVE: Williamson County Parks Department  
Attn: Director of Parks  
219 Perry Mayfield  
Leander, Texas 78641**

**THIS SUPPLEMENTAL WORK AUTHORIZATION NO. 2 TO WORK AUTHORIZATION NO. 1, is made pursuant to the terms and conditions of the Agreement for Planning, Design & Engineering Services, dated **August 4, 2020**, and becomes effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.**

**ARTICLE 1**

The Planning, Design and Engineering Services provided by A/E under the Work Authorization are hereby modified as set forth in **Attachment A** of this Supplemental Work Authorization.

**ARTICLE 2**

The maximum amount payable to A/E for Basic Services under the Work Authorization is hereby **modified from Three Hundred Seventy-Four Thousand, Five Hundred Sixty-Nine dollars (\$ 374,569) to Three Hundred Ninety Thousand, Seven Hundred Ninety-Five dollars (\$ 390,795)**, as set forth in **Attachment B** of this Supplemental Work Authorization.

Payment to



A/E for the services established under this Supplemental Work Authorization shall be made in accordance with the Agreement.

**ARTICLE 3**

The above referenced Work Authorization termination date shall be modified to **December 31, 2022**, as set forth in **Attachment C** of this Supplemental Work Authorization. The Planning, Design and Engineering Services set forth in **Attachment A** of this Supplemental Work Authorization shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization.

**ARTICLE 4**

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

**ARTICLE 5**

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

**ARTICLE 6**

This Supplemental Work Authorization is hereby accepted and acknowledged below.

**A/E:**

**COUNTY:**

RVE, Inc. dba  
RVi Planning + Landscape Architecture

Williamson County, Texas

By:   
Signature

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

Mark W. Smith, PLA  
Printed Name

\_\_\_\_\_  
Printed Name

Vice President  
Title

\_\_\_\_\_  
Title

Date Signed: May 24, 2022

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

## ATTACHMENT A

### BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard planning, landscape architectural, architectural, and engineering practices:

#### SCOPE OF WORK:

Brushy Creek Regional Trail  
Hairy Man Rd. near Sea Ash Cir. in Round Rock, TX and  
Sam Bass Rd. near Faith Missionary Baptist Church in Round Rock, TX  
Williamson County Precinct #1  
Funding: P551

#### BRUSHY CREEK TRAIL along HAIRY MAN RD.

PARKS BOND PROGRAM 2020-E (4/26/21)



#### SCOPE OF WORK

1. DETERMINE & DESIGN CONNECTION FROM EXIST TRAIL TERMINUS ON HAIRY MAN RD. TO CREEK BEND BLVD.
2. DETERMINE & DESIGN TRAILHEAD AT FAITH MISSIONARY BAPTIST CHURCH AND CONNECTION TO EXISTING ADJACENT TRAIL TERMINUS ON BRUSHY CREEK

#### DESIGN CHALLENGES

- A. SAULS RANCH SUBDIVISION
- 1/4-1/2 MI. EASMENT ON EAST SIDE OF HAIRY MAN RD.
  - \$100,000 MATCHING FUNDS FOR CONSTRUCTION OF TRAIL
  - HAIRY MAN RD. CROSSINGS @ NORTH & SOUTH NEIGHBORHOOD ENTRANCES
- B. SAULS RANCH SUBDIVISION HAS FIRST RIGHT OF DEVELOPMENT FOR SAULS PROPERTY
- C. FAITH MISSIONARY BAPTIST CHURCH NEGOTIATION FOR TRAILHEAD
- ACQUIRE OR LEASE PROPERTY
- D. IDENTIFY & COORDINATE KEY STAKEHOLDERS / PARTNERS
- COUNTY REALESTATE ATTORNEY = CHARLIE CROSSFIELD
  - WILCO ROAD & BRIDGE DIVISION
  - SAULS RANCH SUBDIVISION DEVELOPER
  - FAITH MISSIONARY BAPTIST CHURCH

#### ALLOCATED FUNDS

- ITEM 1 = \$2,505,000 (INCLUDING "SOFT COSTS")

Determine and design connection from the existing Brushy Creek Regional Trail terminus at Hairy Man Rd. to Creek Bend Blvd. Determine and design a trailhead adjacent to Faith Missionary Baptist Church and connection to the existing trail terminus on Brushy Creek.

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Attachment C – Production Schedule. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement, Work Authorization, or Supplemental Work Authorization thereto.

### **Phase I+II+III – INVENTORY, PRE-DESIGN, AND TRAIL ALIGNMENT PLAN**

Upon receipt of written Notice to Proceed, A/E shall accomplish the following services:

- A. Conduct a project initiation meeting and obtain data.
- B. Assemble existing data and information into a base map of the proposed trail corridor area and identify property ownership from current appraisal district data.
- C. Conduct on-site inventory with team members and County to determine surrounding influences, site conditions, environmental and hydrologic/floodplain constraints, erosion, and access.
- D. Assess all relevant data including applicable regulatory requirements, development standards, property limits, and identify opportunities and constraints.
- E. Identify property ownership and acquisition or access easement requirements necessary to develop the trail.
- F. Identify anticipated permitting requirements (FEMA, US Army Corp of Engineers, US Fish and Wildlife/Texas Parks and Wildlife, Texas Historic Commission, Texas Commission on Environmental Quality, Brazos River Authority, Williamson County, County Floodplain and TxDOT).
- G. Prepare a Preliminary Trail Alignment Plan (PTA) exhibit showing preliminary alignment, property ownership, and easement map for the entire trail corridor.
- H. Provide PTA exhibit for review and comment by County.
- I. Finalize PTA exhibit per County comments.

*Deliverables: Digital PDF format Preliminary Trail Alignment Package.*

### **Phase IV - SCHEMATIC DESIGN - 30% (for reduced scope)**

Upon County acceptance of previous phase, A/E shall proceed with the following services:

- A. Prepare and submit schematic design for the Project (of approximately 3,700 LF) including:

1. Coordinate the trail alignment assessment with the design team and County, including
  - a. Walk the site and mark/flag proposed trail route and up to four (4) possible connections.
  - b. Create a digital photographic inventory as a resource of existing conditions.
  - c. Identify opportunities and constraints
  - d. Initiate habitat and geologic assessments
2. Conduct preliminary meeting(s) and/or research with regulatory entities to determine permit requirements including Pre-development meeting with City of Round Rock Planning Development Services and Floodplain Administrator.
  - a. Site Plan Development permit through the City of Round Rock for the trailhead parking or restroom is not included in the basic services of this Work Authorization.
3. Prepare and submit schematic design studies including initial plan illustrating:
  - a. One (1) Trail alignment revision of existing schematic alignment including one (1) alternative, if applicable.
  - b. Up to five (3) retaining walls
  - c. Trail access points
  - d. Faith Missionary Baptist Church trailhead:
    - i. Parking, circulation
    - ii. Prefabricated restroom building Trail Connection
    - iii. Drainage
    - iv. Security gate, fencing, and/or bollards
  - e. Up to five (3) Drainage Crossings
  - f. Seating areas
  - g. Interpretive signage locations
4. Review schematic plan design studies, including preliminary trails alignment alternatives, with Registered Accessibility specialist and County maintenance and operations staff.
5. Prepare and submit opinion of probable cost in sufficient detail to allow County to make informed decisions about the budget and scope of the project.
  - a. Opinions of probable costs are based on experience and judgment of A/E and are merely opinions. A/E does not warrant that actual costs will not

vary from those opinions because among other things, A/E has no control over market conditions.

6. Prepare and submit complete Schematic Plan Design Package including design studies, Schematic Alignment Roll Plot (with a horizontal scale of 100-ft, and vertical scale of 10-ft) and opinion of probable costs for CoW1ty review.
  7. Meet with representatives of stakeholder groups, which may include Faith Missionary Baptist Church, Fern Bluff MUD, as arranged by the County, to discuss possible design criteria and general needs, up to (4) meetings.
  8. Structural Engineering is not included in the Basic Services of this Work Authorization.
- B. Prepare and submit a topographic survey along proposed route (approximately 4,000-ft by 75-ft wide minimum). AutoCAD file in surface coordinates shall utilize NAD 1983 (HARN 1993) as the datum.
1. Locate all visible utility features and overhead obstructions along the route.
  2. Locate and tag hardwood trees 8-in or greater.
  3. Graphically locate property lines within the limits of the survey.
  4. Provide up to four (3) metes & bounds descriptions with sketch for the use by County to acquire easements and/or simple acquisition of properties along route.
  5. Flow lines and inverts of utilities will not be obtained.
  6. County will secure right-of-entries for surveys.
- C. Conduct a Texas Commission on Environmental Quality (TCEQ) Geologic Assessment investigation and compile a report for inclusion in the project Water Pollution Abatement Plan as required under the Edwards Aquifer Rules (TAC Chapter 213).
1. The report will include a separate cover letter addressing the potential for any geologic features identified to be associated with habitat for endangered karst invertebrate species known from the area.
  2. County will determine map scale at which the WPAP site maps will be submitted to the TCEQ.
  3. County will secure rights-of-entry for field surveys.
- D. Produce Cultural Background Review using previously prepared Hicks & Co. review as basis.

- E. Provide deliverables in accordance with County's Design Submittal Guidelines.

*Deliverables: Digital Schematic Design Package*

**Phase V - DESIGN DEVELOPMENT – 60% (for reduced scope)**

Upon County acceptance of previous phase, A/E shall proceed with the following services:

- A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.
- B. Prepare and submit Design Development Documents to fix and describe the size and character of the project, including civil, structural, and any specialty systems and materials that are necessary.
- C. Provide up to five (3) property appraisal exhibits that depict easement or acquisition areas needed for Trail and Trail Construction. This may include one (1) appraisal exhibit for a temporary construction easement.
- D. Review design for conformance with the Americans with Disabilities Act and Texas Accessibility Standards.
- E. Prepare and submit 60% drawings (11x17 plans), cost estimates and meet with County staff to review 1 submittal. Including:
  - 1. Title Sheet
  - 2. Index
  - 3. Estimate and Quantity Sheets - (2 sheets)
  - 4. Project Layout and Survey Control Sheet - (2 sheets)
  - 5. General Notes Sheets - (15 Sheets)
  - 6. Typical Sections - (2 sheets)
  - 7. Shared Use Path Plan and Profile Sheets (1-in = 50-ft scale) - (8 sheets)
  - 8. Miscellaneous Path Details - (1 sheet)
  - 9. Parking design sheets for trail head parking at Faith Missionary Baptist Church
  - 10. Water and Wastewater plans for prefabricated restroom connections per manufacturer or 6-ft from connection point.
  - 11. Utility (power and communication) coordination and plans including: site lighting for parking lot, FC study, new electrical service, power/comm. connection to prefab restroom, exterior com-check.

12. Drainage area and calculations - for cross culverts only (5 sheets)
  13. Drainage plan and profiles - for cross culverts (4 culverts/sheets)
  14. WPAP (includes only vegetative filter strips)
  15. HEC-RAS & HEC-HMS evaluation of the proposed river crossing
  16. Drainage Memo
  17. Prepare Floodplain Permit
  18. SW3P with TCP - (4 sheets double banked)
  19. Standard Details - (28 sheets)
  20. Retaining wall plans and profiles
- F. Prepare and submit a Design Development level cost estimate in a form acceptable to County.
- G. Meet with County up to three (3) times.
- H. Coordinate Utility and conflict matrix.
- I. Provide up to (3) metes & bounds descriptions with sketch for use by County to acquire easements and/or simple acquisition of properties along route.
- J. **Geotechnical Investigation Scope**  
Based on the available information, HVJ SCTx proposes drilling six (6) borings to depths of 15 feet. Five (5) borings will be associated with the trail while one (1) boring will be drilled for the parking lot and prefabricated restroom building. Soil samples will be obtained using Shelby tubes and/or split-spoon samplers. Field-testing of soil samples will include pocket penetrometer in the cohesive soils and Standard Penetration Test (SPT) in the cohesionless soils. The borings will be terminated if auger refusal occurs due the presence of shallow limestone bedrock. After completion of drilling, the soil borings will be properly backfilled with bentonite chips to match the existing grade.

All the field sampling and laboratory tests will be performed according to typical geotechnical standards, where applicable, or with other well-established procedures. HVJSCTx will perform appropriate laboratory tests on soil samples recovered from the borings. Laboratory testing will include moisture content, liquid limit, plastic limit, unconfined compressive strength and percent passing the #200 sieve tests.

## Engineering Report Deliverables



The deliverables will include a draft geotechnical report. The final geotechnical report will be prepared following receipt of comments from the design team. In general, the following items will be included in HVJ SCTx geotechnical report:

1. Site Vicinity map
2. Geology map
3. Plan of borings
4. Boring logs
5. Generalized subsurface conditions
6. Groundwater conditions
7. Shallow foundation design parameters for support of the prefabricated restroom building
8. General earthwork and select fill recommendations

The above-described report will be prepared by an engineer specializing in soil mechanics after reviewing available boring and field data.

- K. Additional Services include Structural Engineering (for retaining walls and other structural elements) which needs to be initiated during this Phase
- L. Coordinate design plans with City of Round Rock.
  1. Additional Services include any permitting beyond initial coordination.
- M. Coordinate with Williamson County Floodplain Administrator.
  1. Additional Services include any additional permitting.
- N. Obtain Antiquities Permit from Texas Historical Commission (THC) for reduced site limits.
  1. Conduct Pedestrian Survey and Shovel Testing/Trenching
    - i. Provide test pits for positive Shovel Tests
    - ii. Additional Services include expenses associated with backhoe trenching and curation fees not included in Permit fee.
  2. Investigate previously recorded sites
  3. Additional Services include changes to report or permit amendments because of design changes resulting responses to comments from County or THC.
- O. Prepare and submit TCEQ WPAP submittal package outlining Project development and describing treatment of storm water runoff.
  1. Prepare report on forms and in format required by TCEQ
  2. Escort TCEQ representatives on one (1) site reconnaissance.
  3. Review fees will be paid by County.

*Deliverables: Digital Design Development Package*

**Phase VI - CONSTRUCTION DOCUMENTS – 90% & 100% (for reduced scope)**

Upon County acceptance of previous phase, A/E shall proceed with the following services:

- A. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design or Design Development Phases.
- B. Prepare and submit 90% plans, specifications and engineering calculations (without professional seals) setting forth in detail the work including:
  1. Plan, section, elevation, and typical detail drawings, that set forth in reasonable detail the requirements for construction of the Project components, including depiction of their size, shape, dimensions, and locations.
  2. Specifications that identify the materials, equipment, workmanship and quality standards (or performance criteria), for project components.
- C. Prepare and submit a detailed cost estimate of the project on a form acceptable to County.
- D. Prepare and submit a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.
  1. Consult with County on construction sequencing path and timeline based on 90% Construction Document submittal, available funding, and property acquisitions. Prepare scope(s) for Additional Services or Work Authorization.
- F. Coordinate with the Texas Department of Licensing and Regulation (TDLR).
  1. Register Project with TDLR
  2. Submit Forms to act as "Owner's Agent"
  3. Submit Plans to Registered Accessibility Specialist (RAS)
  4. Address comments and modify plans to comply with the Texas Accessibility Standards (TAS) and Americans with Disabilities Act.
  5. Registration, Review and Inspection fees will be paid by County.
- G. After regulatory clearances confirmed and approval by County of 90% Construction Document deliverables, prepare final signed and sealed 100%

PS&E documents for the entire Project and its component parts to be included in County Bid Package.

1. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.
- H. Present plans to County Commissioners' Court as necessary to answer any relevant questions.

*Deliverables: Digital Unsealed Construction Document Package.  
Digital Sealed Construction Document Package.*

### **Additional Services**

Additional services must be approved by County in advance. Additional Services may include, but not be limited to, the following:

- A. Preparation of Phased bid package(s) with reduced scope of items defined herein, including construction drawings and specifications.
- B. Phasing, multiple add alternates or multiple bid packages not outlined in the scope of services will be additional services.
- C. Detailed Flood Plain Analysis
- D. TCEQ Fee
- E. FEMA Conditional Letter of Map Revision (CLOMR) and/or Letter of Map Revision (LOMR)
- F. Land Acquisition services and services related to ROW acquisition not described in the Scope of Services
- G. Design Plans for the relocation of utilities.
- H. Plumbing, mechanical, or structural engineering services for the Prefabricated Restroom.
- I. Easement acquisition or vacation including preparation of easement documents other than those described in Scope of Services
- J. Legal Lot Determinations
- K. Preparation of multi-use agreement(s) and exhibits
- L. Assistance or representation in litigation concerning the property of proposed project

- M. Traffic Impact Analysis
- N. TxDOT Standards and Specification will be used to supplement Williamson Co. Standards and Specifications.
- O. Drainage models will be designed to FEMA 500-year storm. Upgrading to ATLAS 14 is not included.
- P. TxDOT roadway modifications
- Q. Traffic Control will be shown on SW3P sheets
- R. Cross Sections for full trail not included
- S. Construction Staking
- T. Conflict Resolution
- U. Preparation and processing of Waivers, Variances or Exceptions
- V. Services required after final acceptance of construction work
- W. Revisions to drawings previously approved by the County and regulatory entities due to changes in: Project scope, budget, schedule, unforeseen subsurface construction conditions or when such revisions are inconsistent with written approvals or instructions previously given; enactment or revision codes, laws, or regulations subsequent to the preparation of such documents.
- X. Preparation of presentation materials for marketing or purposes other than those described in Scope of Services
- Y. Public or other presentations beyond those described in Scope of Services
- Z. Provide consultation, drawings, reports, and other work products related to permits, approvals and ordinances not described in the Scope of Services
- AA. Coordination with the utility companies for the design and construction of telephone and gas service will be provided by County.
- BB. Preparation of record documents from contractor's construction record drawings
- CC. Providing services other than those outlined in the Scope of Services.
- DD. Utility relocation design
- EE. Backhoe trenching is not expected and therefore not included.

**ATTACHMENT B**  
**FEE SCHEDULE**

This schedule indicates fees by Phase of the Basic Fee: **\$ 390,795** 100%

24%	<b>RVi Planning + Landscape Architecture</b>	<b>\$ 93,482</b>	
51%	<b>Pape-Dawson Engineers (Civil)</b>	<b>\$ 201,195</b>	
16%	<b>Inland Geodetics (Surveyor)</b>	<b>\$ 62,867</b>	
2%	<b>Bay Electrical Engineers (MEP)</b>	<b>\$ 8,500</b>	
1%	<b>Campbrian Environmental</b>	<b>\$ 4,500</b>	
1%	<b>Jim Rodgers (ParK Consultant)</b>	<b>\$ 3,000</b>	
1%	<b>Altura (RAS)</b>	<b>\$ 2,500</b>	
4%	<b>HVJ (Geotechnical)</b>	<b>\$ 14,751</b>	
<b>Phase I+II+III - INVENTORY, ENGAGEMENT, AND TRAIL PLAN</b>		<b>\$ 16,515</b>	<b>4%</b>
	RVi Planning + Landscape Architecture	\$ 13,905	
	Pape-Dawson Engineers (Civil)	\$ 2,610	
	Inland Geodetics (Surveyor)	N/A	
	Bay Electrical Engineers (MEP)	N/A	
	Campbrian Environmental	N/A	
	Jim Rodgers (ParK Consultant)	N/A	
	Altura (RAS)	N/A	
	HVJ (Geotechnical)	N/A	
<b>Phase IV - SCHEMATIC DESIGN (30%)</b>		<b>\$ 147,931</b>	<b>38%</b>
	RVi Planning + Landscape Architecture	\$ 27,934	
	Pape-Dawson Engineers (Civil)	\$ 48,430	
	Inland Geodetics (Surveyor)	\$ 62,867	
	Bay Electrical Engineers (MEP)	\$ 1,200	
	Campbrian Environmental	\$ 4,500	
	Jim Rodgers (ParK Consultant)	\$ 3,000	
	Altura (RAS)	N/A	
	HVJ (Geotechnical)	N/A	
<b>Phase V - DESIGN DEVELOPMENT (60%)</b>		<b>\$ 124,885</b>	<b>32%</b>
	RVi Planning + Landscape Architecture	\$ 28,459	

Pape-Dawson Engineers (Civil)	\$	79,275	
Inland Geodetics (Surveyor)	N/A		
Bay Electrical Engineers (MEP)	\$	2,400	
Cambrian Environmental	\$	-	
Jim Rodgers (ParK Consultant)	N/A		
Altura (RAS)	N/A		
HVJ (Geotechnical)	\$	14,751	
<b>Phase VI - CONSTRUCTION DOCUMENTS (90% &amp; 100%)</b>		<b>\$</b>	<b>101,464</b> 26%
<hr/>			
RVi Planning + Landscape Architecture	\$	23,184	
Pape-Dawson Engineers (Civil)	\$	70,880	
Inland Geodetics (Surveyor)	N/A		
Bay Electrical Engineers (MEP)	\$	4,900	
Cambrian Environmental	N/A		
Jim Rodgers (ParK Consultant)	N/A		
Altura (RAS)	\$	2,500	
HVJ (Geotechnical)	N/A		

## ATTACHMENT C

### PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Supplemental Work Authorization within **Eight Hundred Seventy-Eight (878) calendar days** from the date of Work Authorization #1.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates. Standard end-of-phase review periods for County shall be (10) business days minimum.

Work Authorization #1 Execution Date	<b>08/04/20</b>
<b>Phase I+II+III - INVENTORY, ENGAGEMENT, AND TRAIL PLAN</b>	
Notice to Proceed	08/11/20
Preliminary Design Report deliverables	09/10/20
County written authorization to proceed to next phase	05/18/21
<b>Phase IV - SCHEMATIC DESIGN</b>	
Prepare Appraisal Exhibits for County	07/02/21
30% Plans, Specifications and Estimate deliverables	07/16/21
County written authorization to proceed to next phase	07/28/21
<b>Phase V - DESIGN DEVELOPMENT</b>	
Geotechnical services NTP	06/01/22
Geotechnical Report deliverables	07/06/22
60% Plans, Specifications and Estimate deliverables	08/05/22
County written authorization to proceed to next phase	08/16/22
<b>Phase VII - CONSTRUCTION DOCUMENTS</b>	
90% Plans, Specifications and Estimate deliverables	10/14/22
County written authorization to proceed to 100% CDs	10/27/22
100% Plans, Specifications and Estimate deliverables	11/25/22



Supplemental Work Authorization Termination Date

**12/30/22**

**Commissioners Court - Regular Session**

26.

**Meeting Date:** 05/31/2022

SAM 2586 WA1 SA1 On Call

**Submitted For:** Terron Evertson

**Submitted By:** Vicky Edwards, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between Surveying And Mapping, LLC and Williamson County dated May 19, 2020 for On Call Professional Surveying Services. This supplemental is to extend the expiration date to May 31, 2024. Funding source: 01.0200.0210.004150.

**Background**

**Fiscal Impact**

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

**Attachments**

SAM 2586 WA1 SA1 On Call

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 05/20/2022

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

05/20/2022 09:43 AM

05/20/2022 03:09 PM

Started On: 05/20/2022 09:09 AM

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

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: On Call Professional  
Surveying Services**

This Supplemental Work Authorization No.   1   to Work Authorization No.   1   is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **May 19, 2020** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Surveying And Mapping (SAM), LLC** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No.   1   dated effective May 19, 2020 (the "Work Authorization");

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

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

**AGREEMENT**

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

- I. The above referenced Work Authorization termination date shall be modified to May 31, 2024. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).


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

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

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

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

**FIRM:**

By: 

Signature

SCOTT BRASHEAR

Printed Name

PROJECT MANAGER

Title

5/19/22

Date

**COUNTY:**

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

Signature

Bill Gravell, Jr.

Printed Name

Williamson County Judge

Title

\_\_\_\_\_  
Date

## Attachment C - Work Schedule

Surveying And Mapping (SAM), LLC will provide a work schedule for the assigned tasks.

**Commissioners Court - Regular Session**

27.

**Meeting Date:** 05/31/2022

SAM 2586 WA7 SA1 Durham Park Ph 2A/2B

**Submitted For:** Terron Evertson

**Submitted By:** Vicky Edwards, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 7 under Williamson County Contract between Surveying And Mapping LLC and Williamson County dated May 19, 2020 for Design Survey & ROW delineation within Durham Park Subdivision Phase 2A/2B. This supplemental is to extend the expiration date to May 31, 2023. Funding source: P498.

**Background**

**Fiscal Impact**

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

**Attachments**

SAM 2586 WA7 SA1 Durham Park Ph 2A/2B

**Form Review**

**Inbox**

Hal Hawes  
County Judge Exec Asst.  
Infrastructure Department (Originator)  
Form Started By: Vicky Edwards  
Final Approval Date: 05/24/2022

**Reviewed By**

Hal Hawes  
Becky Pruitt  
Vicky Edwards

**Date**

05/20/2022 09:43 AM  
05/20/2022 03:09 PM  
05/24/2022 03:10 PM  
Started On: 05/20/2022 09:28 AM

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

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: Design Survey & ROW  
delineation within Durham Park Subdivision Phase 2A/2B**

This Supplemental Work Authorization No.   1   to Work Authorization No.   7   is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **May 19, 2020** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Surveying And Mapping (SAM), LLC** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No.   7   dated effective October 26, 2021 (the "Work Authorization");

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

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

**AGREEMENT**

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

- I. The above referenced Work Authorization termination date shall be modified to **May 31, 2023**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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




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

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

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

**FIRM:**

By:   
Signature

SCOTT BRASHEAR  
Printed Name

PROJECT MANAGER  
Title

5/19/22  
Date

**COUNTY:**

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

Bill Gravell, Jr.  
Printed Name

Williamson County Judge  
Title

\_\_\_\_\_  
Date

## Attachment C - Work Schedule

Surveying And Mapping (SAM), LLC will provide a work schedule for the assigned tasks.

**Commissioners Court - Regular Session**

28.

**Meeting Date:** 05/31/2022

Preliminary plat for the Santa Rita Ranch Phase 6 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 preliminary plat for the Santa Rita Ranch Phase 6 subdivision – Precinct 2.

**Background**

This proposed subdivision consists of 184 single family lots, 3 open space/ water quality/drainage/public utility/landscape lots, 3 open space/public utility/landscape lots and 11,776 linear feet of new roads on 117.55 acres.

**Timeline**

- 2022-03-22 – Initial submittal of preliminary plat
- 2022-04-21 – 1st review complete with comments
- 2021-05-12 – 2nd submittal of preliminary plat
- 2021-05-25 – 2nd review complete with comments cleared
- 2021-05-26 – preliminary plat placed on May 31, 2022 Court agenda for consideration

**Fiscal Impact**

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

**Attachments**

preliminary plat - Santa Rita Ranch Ph 6

**Form Review**

**Inbox**

County Judge Exec Asst.  
 Form Started By: Adam Boatright  
 Final Approval Date: 05/26/2022

**Reviewed By**

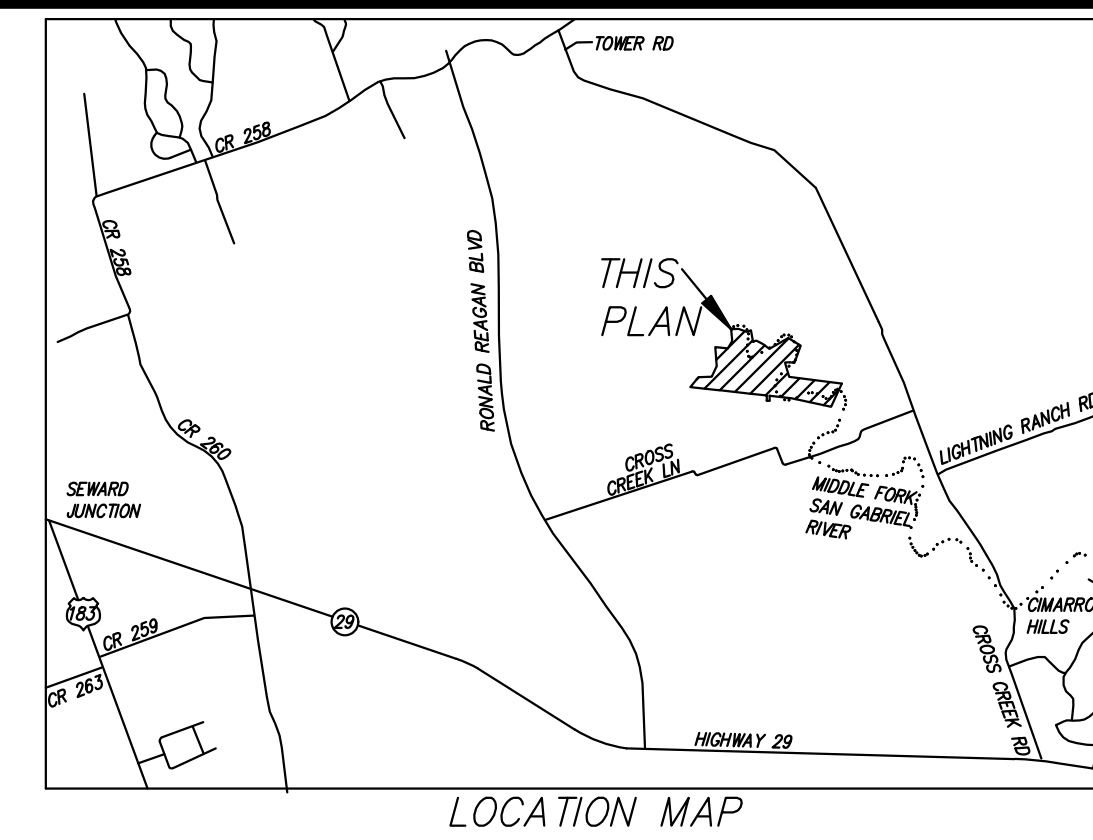
Becky Pruitt

**Date**

05/26/2022 11:46 AM  
 Started On: 05/26/2022 11:39 AM



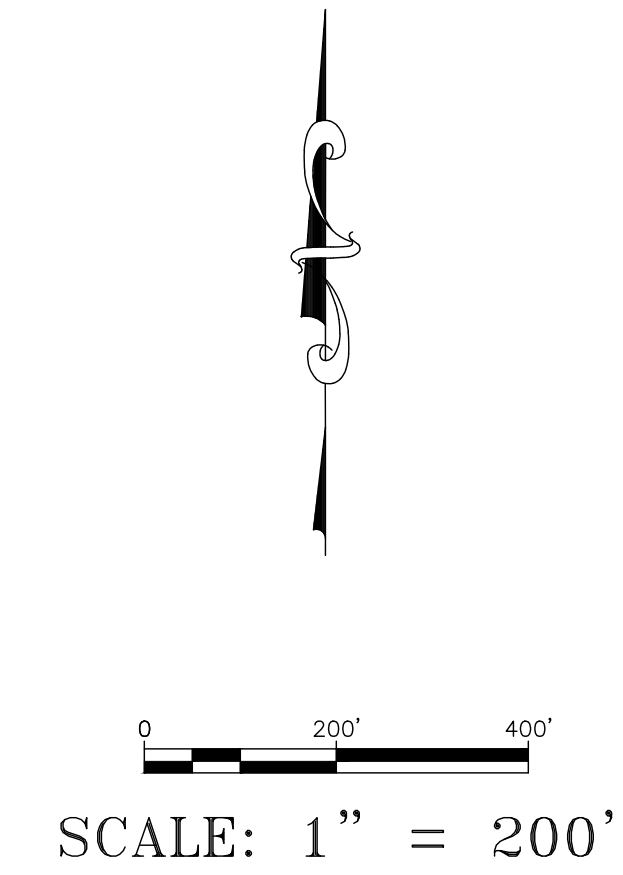
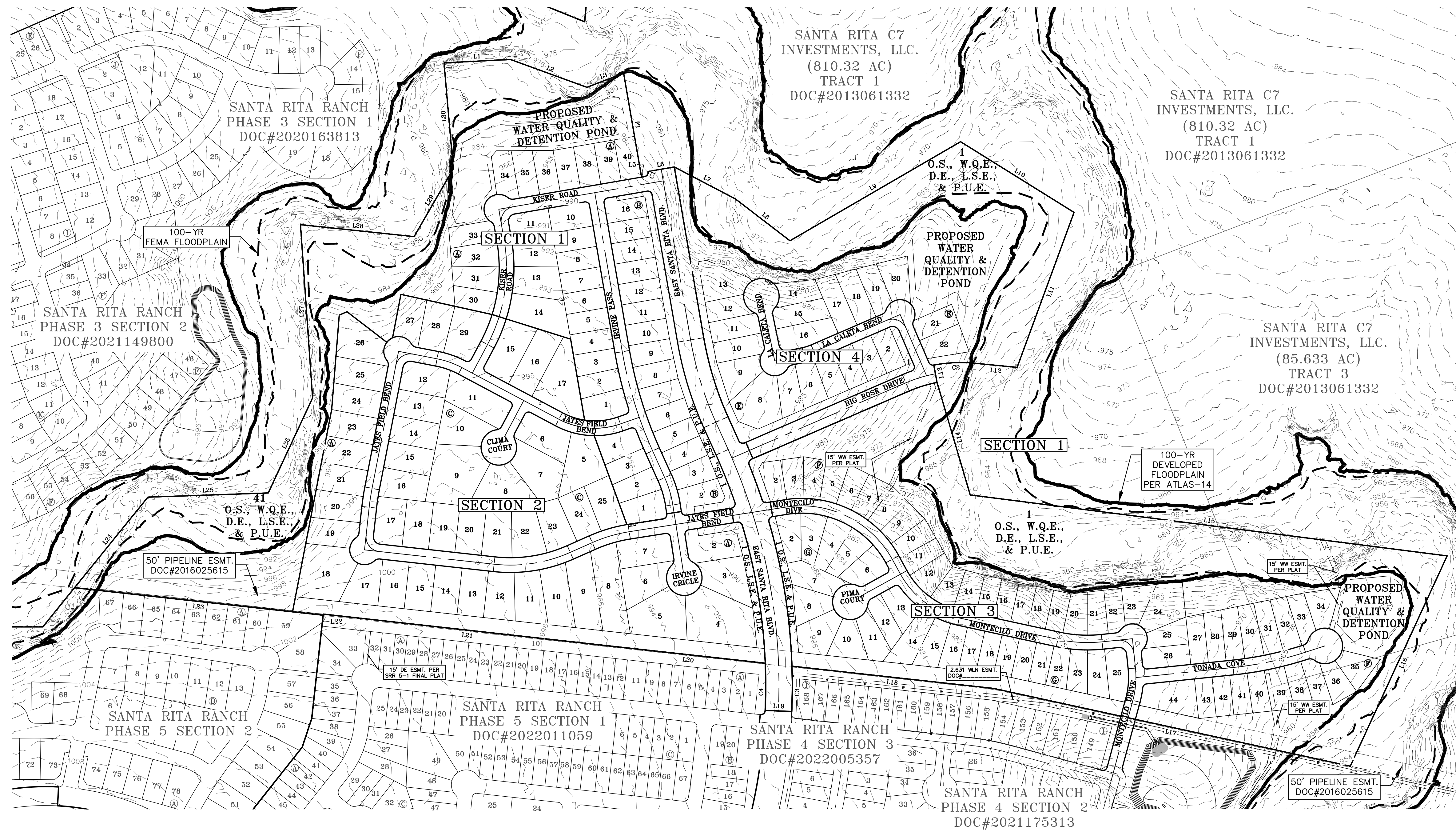
STREET NAME	MAINTENANCE AUTHORITY	R.O.W. WIDTH	PAVEMENT WIDTH	SIDEWALKS	DESIGN SPEED	LINEAR FEET	CLASS	TYPE
CLIMA COURT	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	180	LOCAL	URBAN
EAST SANTA RITA BOULEVARD	PUBLIC	90'	44' FACE TO FACE	4'	35 MPH	1,733	COLLECTOR	URBAN
JATES FIELD BEND	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	2,897	LOCAL	URBAN
IRVINE CIRCLE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	183	LOCAL	URBAN
IRVINE PASS	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,161	LOCAL	URBAN
KISER ROAD	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,145	LOCAL	URBAN
LA CALETA BEND	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	942	LOCAL	URBAN
MONTECILO DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,943	LOCAL	URBAN
PIMA COURT	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	194	LOCAL	URBAN
RIG ROSE DRIVE	PUBLIC	60'	40' FACE TO FACE	4'	35 MPH	747	COLLECTOR	URBAN
TONADA COVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	651	LOCAL	URBAN
<b>TOTAL LINEAR FOOTAGE OF STREETS:</b>						<b>11,776 L.F.</b>		



**LEGEND**

17	LOT NUMBER	190
(A)	BLOCK NUMBER	184
---	BUILDING SETBACK LINE	3
---	EASEMENT LINE	3
---	BOUNDARY LINE	3
---	100-YR FEMA FLOODPLAIN	3
---	ATLAS 14 100-YR FLOODPLAIN	3
O.S.	OPEN SPACE	
L.S.E.	LANDSCAPE EASEMENT	
W.Q.E.	WATER QUALITY EASEMENT	
D.E.	DRAINAGE EASEMENT	
P.U.E.	PUBLIC UTILITY EASEMENT	
B.L.	BUILDING LINE SETBACK	
☐	MAILBOX KIOSK	

**TOTAL OF LOTS** 190  
**SINGLE FAMILY LOTS:** 184  
**O.S., W.Q.E., D.E., P.U.E. & L.S.E LOTS:** 3  
**O.S., P.U.E. & L.S.E LOTS:** 3



Curve Table

Curve #	Radius	Tangent	Delta	Chord	Arc Length
C1	15.00'	15.00'	090°00'00"	21.21'	23.56'
C2	500.00'	70.92'	016°08'46"	140.44'	140.90'
C3	1990.00'	77.01'	004°25'57"	153.91'	153.95'
C4	1900.00'	80.04'	004°49'29"	159.94'	159.99'

Line Table

Line #	Bearing	Length
L1	N87°00'21.92"E	225.00'
L2	S69°59'38.08"E	276.00'
L3	N69°00'18.54"E	133.18'
L4	S09°47'28.03"E	356.90'
L5	N80°12'31.97"E	10.00'
L6	N80°12'31.97"E	90.00'
L7	S62°25'09.72"E	233.57'
L8	S52°30'35.14"E	232.85'
L9	N59°51'46.31"E	668.08'
L10	S58°05'19.96"E	452.75'
L11	S20°11'00.17"W	558.93'
L12	N84°25'59.10"W	142.51'
L13	S10°34'45.01"E	60.00'
L14	S16°26'57.77"E	396.82'
L15	S82°43'14.62"E	1628.24'

Line Table

Line #	Bearing	Length
L16	S24°44'29.07"W	783.90'
L17	N77°42'15.17"W	1236.61'
L18	N83°42'11.17"W	686.71'
L19	N87°29'18.39"W	90.00'
L20	N83°42'11.17"W	521.69'
L21	N83°39'12.17"W	984.33'
L22	S06°17'48.83"W	3.45'
L23	N83°41'54.17"W	846.98'
L24	N39°00'21.92"E	394.42'
L25	N88°00'21.92"E	408.00'
L26	N25°00'21.92"E	355.00'
L27	N03°59'38.08"W	588.00'
L28	S83°59'38.08"E	387.00'
L29	N30°00'21.92"E	265.00'
L30	N04°59'38.08"W	360.00'

TOTAL: 184 SF LOTS

**GENERAL:**  
1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.  
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.  
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.  
**DRAINAGE AND WASTEWATER:**  
THE DEVELOPED 100-YR FLOODPLAIN BY ATLAS 14 SHOWN ON THE PRELIMINARY PLAT WAS DETERMINED BY A STUDY PREPARED BY CARLSON, BRIGANCE & DOERING, INC., DATED DECEMBER 22, 2021. NO LOT IN THIS SUBDIVISION IS ENCRoACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNADATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0275E, EFFECTIVE DATE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.  
**WATER AND WASTEWATER:**  
5. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19F/GEORGETOWN UTILITY SYSTEMS  
6. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19F/CITY OF LIBERTY HILL  
7. ELECTRIC SERVICE IS PROVIDED BY: PEC  
**ROADWAY AND RIGHT OF WAY:**  
8. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.  
9. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.

DATE: MARCH 22, 2022  
ENGINEER & SURVEYOR:  
CARLSON, BRIGANCE & DOERING, INC.  
5701 WEST WILLIAM CANNON DRIVE  
AUSTIN, TEXAS 78749  
(512) 280-5160 phone  
(512) 280-5165 fax

OWNER:  
SANTA RITA C7 INVESTMENTS, LLC  
1700 CROSS CREEK LANE  
LIBERTY HILL, TX 78642

DEVELOPER:  
SANTA RITA KC, LLC  
1700 CROSS CREEK LANE  
LIBERTY HILL, TX 78642

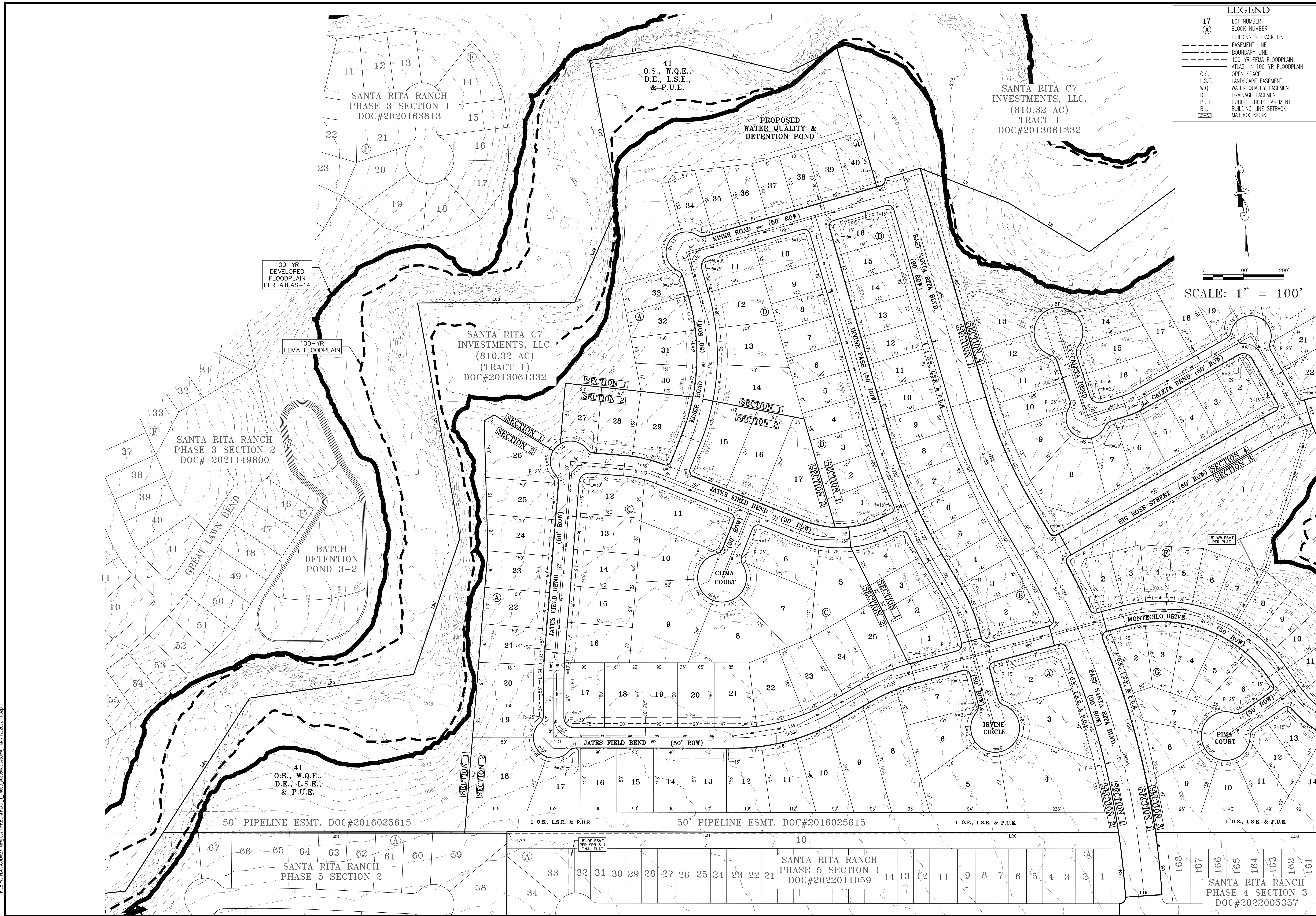
TOTAL ACREAGE: 117.55 ACRES  
SURVEY: B. MANLOVE SURVEY,  
ABSTRACT NO. 417

DESIGNED BY: SPC	DRAFTED BY: MB
DATE:	
REVISION:	
<b>OVERALL PRELIMINARY PLAT</b> <b>SANTA RITA RANCH PHASE 6</b> <b>PRELIMINARY PLAT</b>	
<b>5-12-2022</b>	
DATE:	MARCH 2022
JOB NUMBER:	5271
SHEET:	1 OF 3
SHEET NO.:	1

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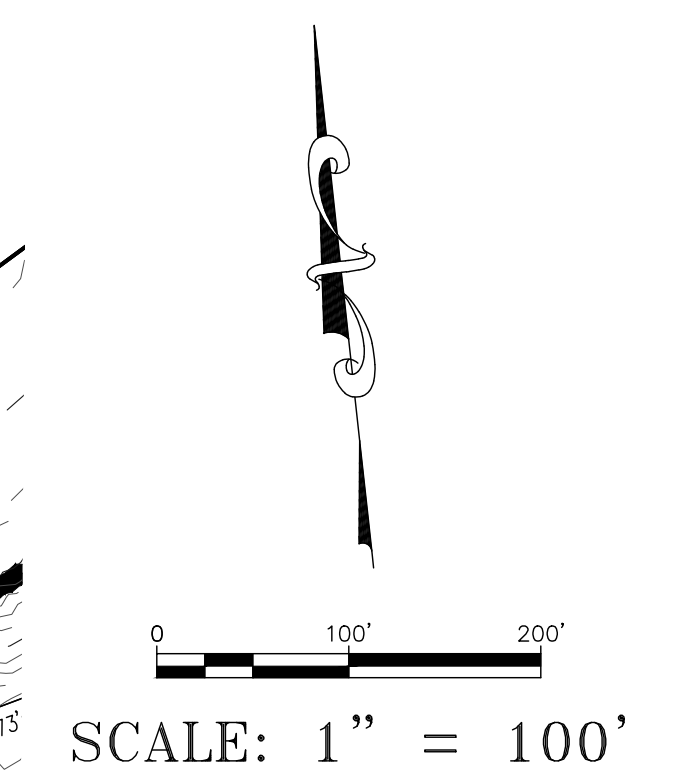


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**LEGEND**

17	LOT NUMBER
(A)	BLOCK NUMBER
---	BUILDING SETBACK LINE
---	EASEMENT LINE
---	BOUNDARY LINE
---	100-YR FEMA FLOODPLAIN
---	ATLAS 14 100-YR FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK
---	MAILBOX KIOSK



DESIGNED BY:	SPC
DRAFTED BY:	MD
DATE:	
REVISION:	

**Carlson, Brigrance & Doering, Inc.**  
Civil Engineering & Surveying

FIRM ID #E3791  
Main Office: 12129 RR 630 N, Ste. 600  
Austin, Texas 78749  
Phone No. (512) 280-5160 Fax No. (512) 280-5165

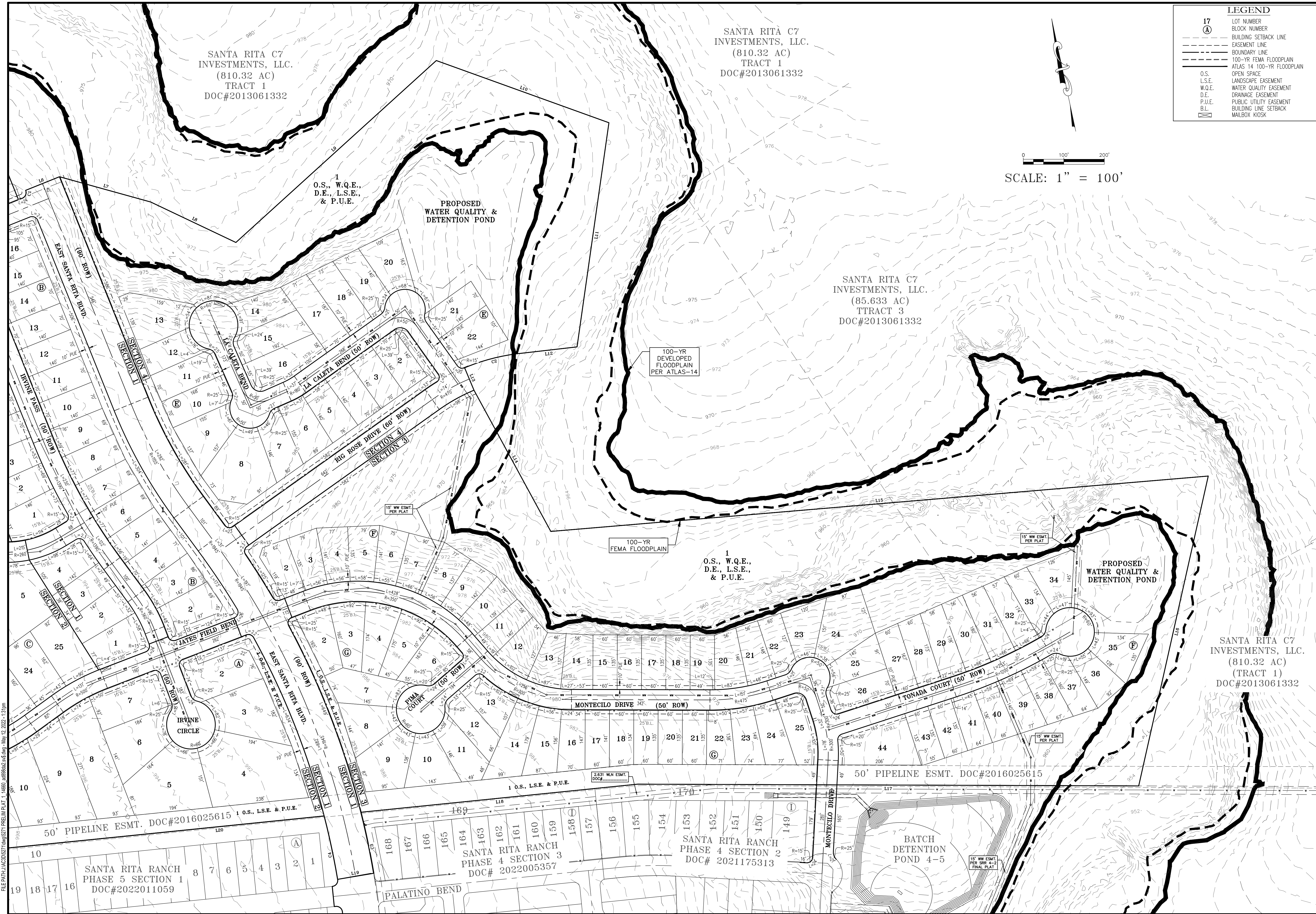
SHEET NAME: PRELIMINARY PLAT 100 SCALE (1 OF 2)  
JOB NAME: SANTA RITA RANCH PHASE 6  
PROJECT: PRELIMINARY PLAT

STATE OF TEXAS  
STEVEN P. GATES  
93648  
LICENSED PROFESSIONAL ENGINEER

Carlson, Brigrance & Doering, Inc.  
5-star P. Gates  
5-12-2022

DATE:	MARCH 2022
JOB NUMBER:	5271
SHEET:	2 OF 3
SHEET NO.:	2





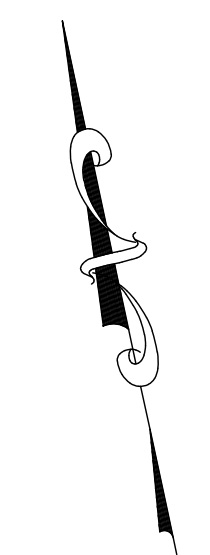
SANTA RITA C7 INVESTMENTS, LLC.  
(810.32 AC)  
TRACT 1  
DOC#2013061332

SANTA RITA C7 INVESTMENTS, LLC.  
(810.32 AC)  
TRACT 1  
DOC#2013061332

SANTA RITA C7 INVESTMENTS, LLC.  
(85.633 AC)  
TRACT 3  
DOC#2013061332

LEGEND	
17	LOT NUMBER
(A)	BLOCK NUMBER
---	BUILDING SETBACK LINE
---	EASEMENT LINE
---	BOUNDARY LINE
---	100-YR FEMA FLOODPLAIN
---	ATLAS 14 100-YR FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK
⊠	MAILBOX KIOSK

SCALE: 1" = 100'



FILE PATH: J:\CADD\2021\14690\_0688642.swg - Nov 12, 2022 - 131mm

DESIGNED BY: SPC	DRAWN BY: MB
DATE	
REVISION	
 Carlson, Brigrance & Doering, Inc. Civil Engineering & Surveying FIRM ID #E3791 Main Office: 5501 West Williams Canyon Dr., Austin, Texas 78750 North Office: 12129 RR (23) N. St. 600, Austin, Texas 78750 Phone No. (512) 280-5160 Fax No. (512) 280-5165	
SHEET NAME: PRELIMINARY PLAT 100 SCALE (1 OF 2)	PROJECT: PRELIMINARY PLAT
JOB NAME: SANTA RITA RANCH PHASE 6	
 STEVEN P. CATES 93648 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS CARLSON, BRIGRANCE & DOERING, INC. 04/73791 5-12-2022	
DATE: MARCH 2022	
JOB NUMBER: 5271	
SHEET: 3 OF 3	
SHEET NO. 3	



**Commissioners Court - Regular Session**

29.

**Meeting Date:** 05/31/2022

Final plat for the Cool Water Phase 4 Section 1 – Pct 4

**Submitted For:** Terron Evertson

**Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure

**Division:** Road & Bridge

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Cool Water Phase 4 Section 1 subdivision – Precinct 4.

**Background**

This is the next section of the Cool Water development. It consists of 83 single family lots, 2 open space/drainage lots and 2,577 feet of new public roads. Roadway and drainage construction is not yet complete, but a financial security in the amount of \$595,243.81 has been posted with the County to cover the cost of the remaining construction.

**Timeline**

- 2022-03-08 – initial submittal of final plat
- 2022-04-07 – 1st review complete with comments
- 2022-05-11 – 2nd submittal of final plat
- 2022-05-24 – receipt of final plat with signatures
- 2022-05-25 – receipt of financial security for the remaining construction
- 2022-05-25 – 2nd review complete with comments clear
- 2022-05-26 – final plat placed on the May 31, 2022 Commissioners Court agenda for consideration

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

final plat - Cool Water Ph 4 Sec 1

**Form Review**

**Inbox**

County Judge Exec Asst.  
 Form Started By: Adam Boatright  
 Final Approval Date: 05/26/2022

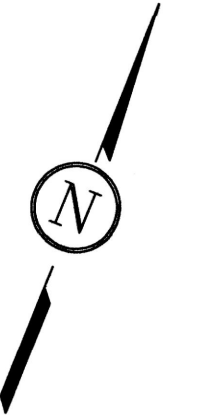
**Reviewed By**

Becky Pruitt

**Date**

05/26/2022 11:57 AM  
 Started On: 05/26/2022 11:46 AM

# FINAL PLAT COOL WATER PHASE 4 SECTION 1

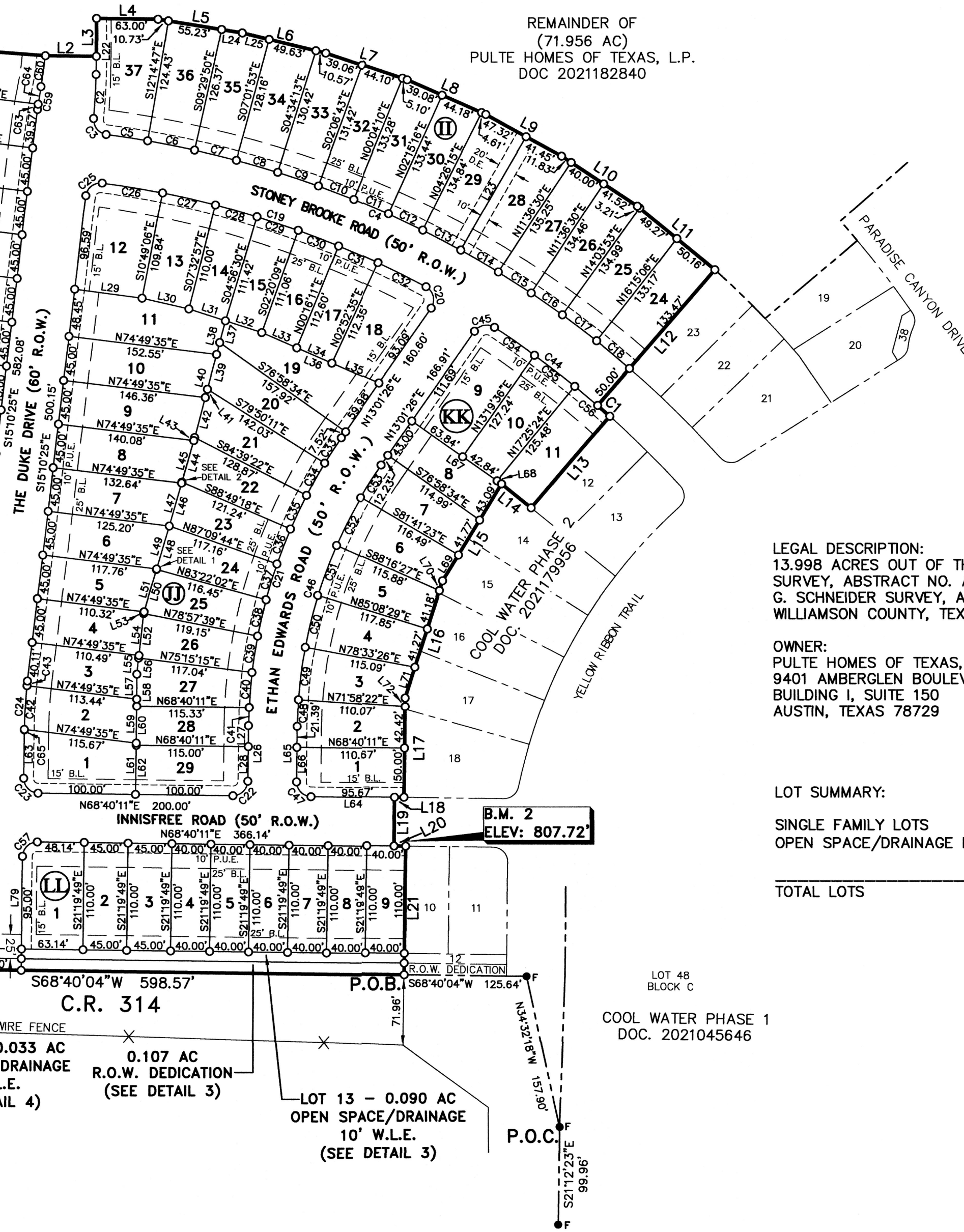


B.M. 1  
ELEV: 810.59'

REMAINDER OF  
(71.956 AC)  
PULTE HOMES OF TEXAS, L.P.  
DOC 2021182840

(13.581 AC)  
GORDON L. STANFORD &  
WIFE, DONNA WALSH STANFORD  
DOC 9856521

(5.00 AC)  
GORDON L. STANFORD  
VOL. 2191, PG. 796



B.M. 2  
ELEV: 807.72'

LEGAL DESCRIPTION:  
13.998 ACRES OUT OF THE W. BRYAN  
SURVEY, ABSTRACT NO. A-108 AND THE  
G. SCHNEIDER SURVEY, A-580  
WILLIAMSON COUNTY, TEXAS

OWNER:  
PULTE HOMES OF TEXAS, L.P.  
9401 AMBERGLEN BOULEVARD  
BUILDING I, SUITE 150  
AUSTIN, TEXAS 78729

LOT SUMMARY:

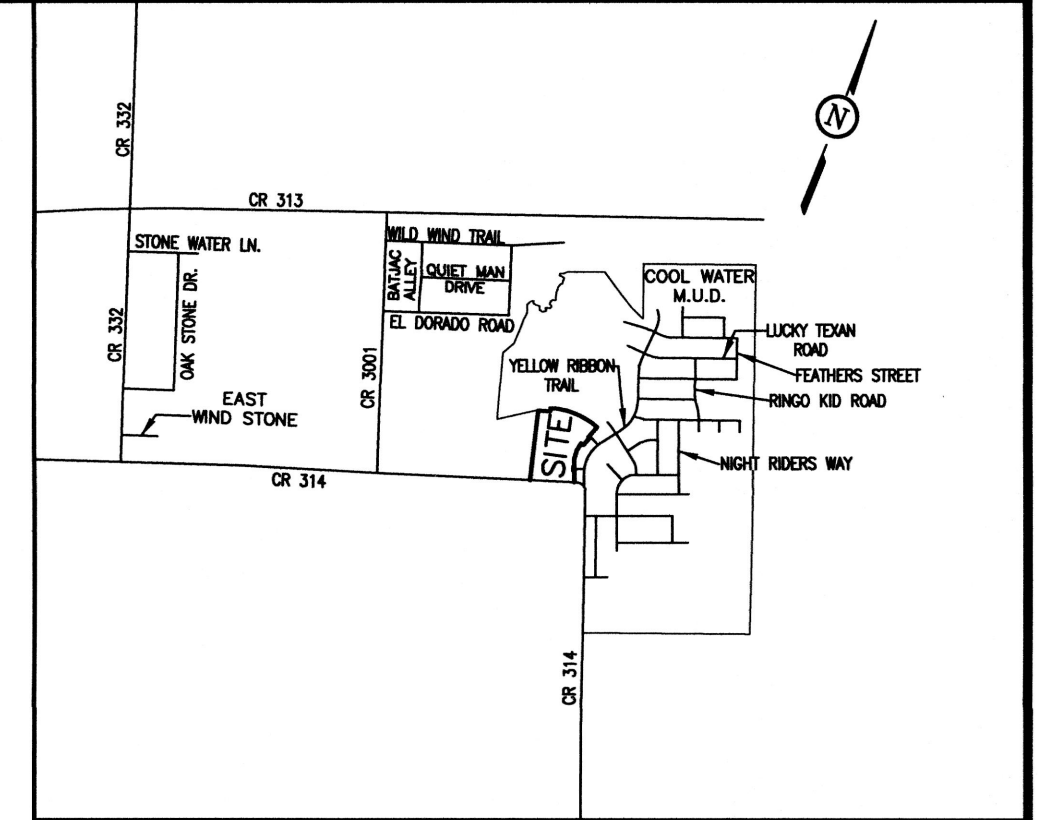
SINGLE FAMILY LOTS	83
OPEN SPACE/DRAINAGE LOTS	2
<b>TOTAL LOTS</b>	<b>85</b>

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

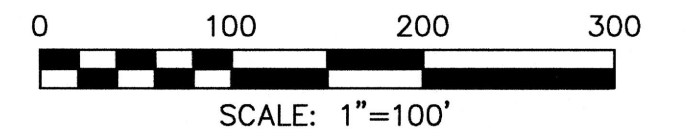
SURVEYOR:  
TIMOTHY A. LENZ, R.P.L.S.  
LENZ & ASSOCIATES, INC.  
FIRM No. 100290-00  
4150 FREDRICH LANE, SUITE A1  
AUSTIN, TEXAS 78744  
PH: (512) 443-1174

**BUILDING SETBACKS:**

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



**LOCATION MAP**  
NOT TO SCALE



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

ELEVATIONS ARE NAVD88 (GEOID 12A)

**LEGEND**

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

SITE BENCHMARK #1 - 1/2" STEEL PIN FOUND  
ELEV. - 810.59

SITE BENCHMARK #2 - SQUARE CUT ON TOP  
OF INLET, ON SOUTHWEST CORNER OF INLET  
ON SOUTH SIDE OF INNISFREE ROAD, +/- 100'  
WEST OF YELLOW RIBBON TRAIL  
ELEV. - 807.72'

ELEVATIONS (NAVD88, GEOID 12A)

## LENZ & ASSOCIATES, INC.

FIRM No. 100290-00  
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES  
(512) 443-1174  
4150 FREDRICH LANE, SUITE A1  
AUSTIN, TEXAS 78744  
SURVEY #: 2022-0067 F.B.

STREET DATA						
STREET	LENGTH	R.O.W. WIDTH	P.V.M.T. WIDTH	DESIGN SPEED	MAINTENANCE AUTHORITY	CLASSIFICATION
THE DUKE DRIVE	940 LF	60'	37 LOG - LOG	35 MPH	PUBLIC	COLLECTOR
INNISFREE ROAD	411 LF	50'	30 LOG - LOG	25 MPH	PUBLIC	LOCAL
ETHAN EDWARDS ROAD	601 LF	50'	30 LOG - LOG	25 MPH	PUBLIC	LOCAL
STONEY BROOKE ROAD	625 LF	50'	30 LOG - LOG	25 MPH	PUBLIC	LOCAL

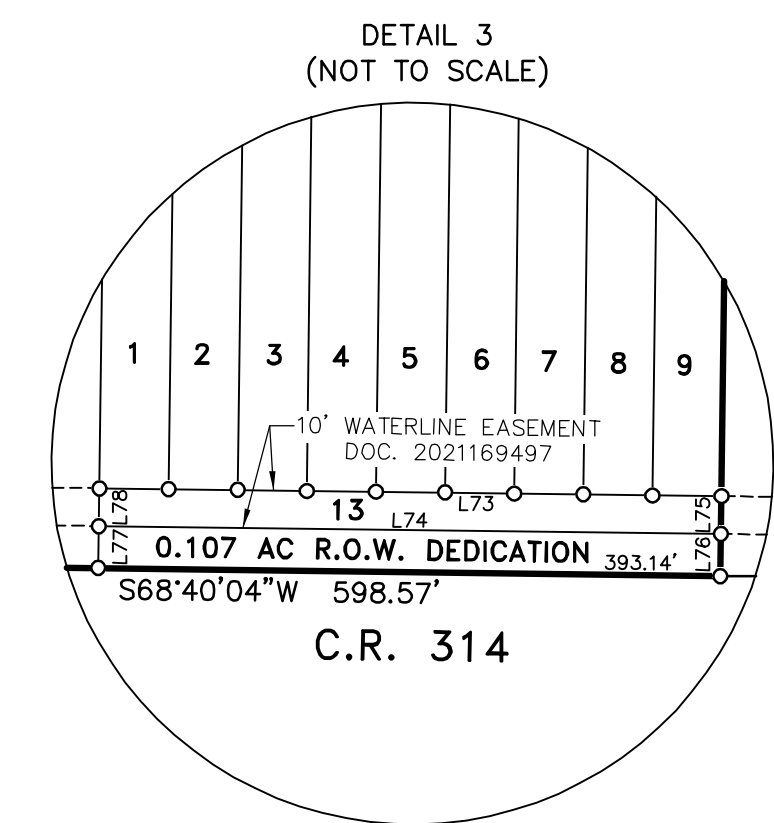
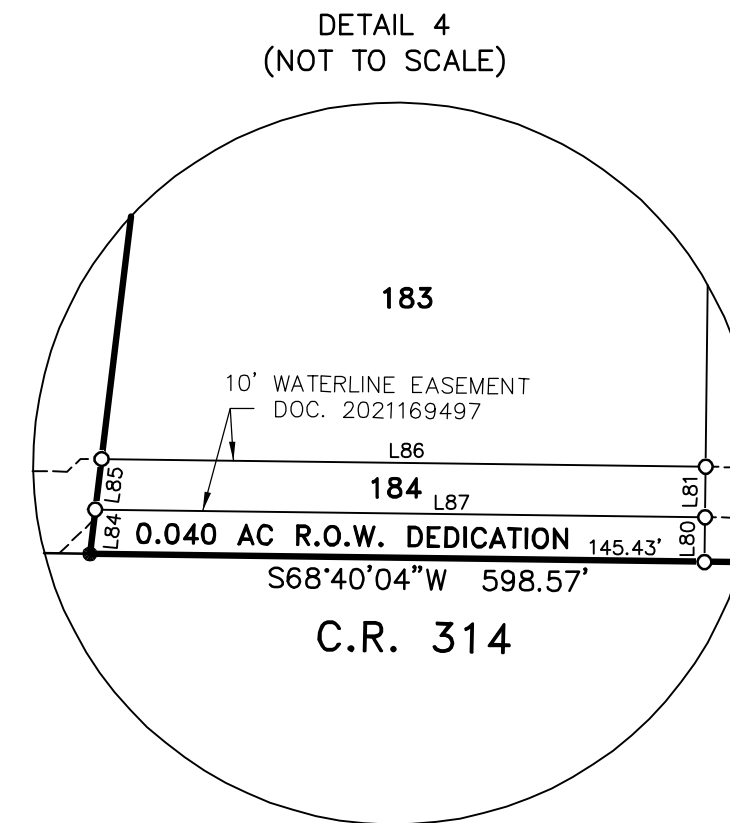
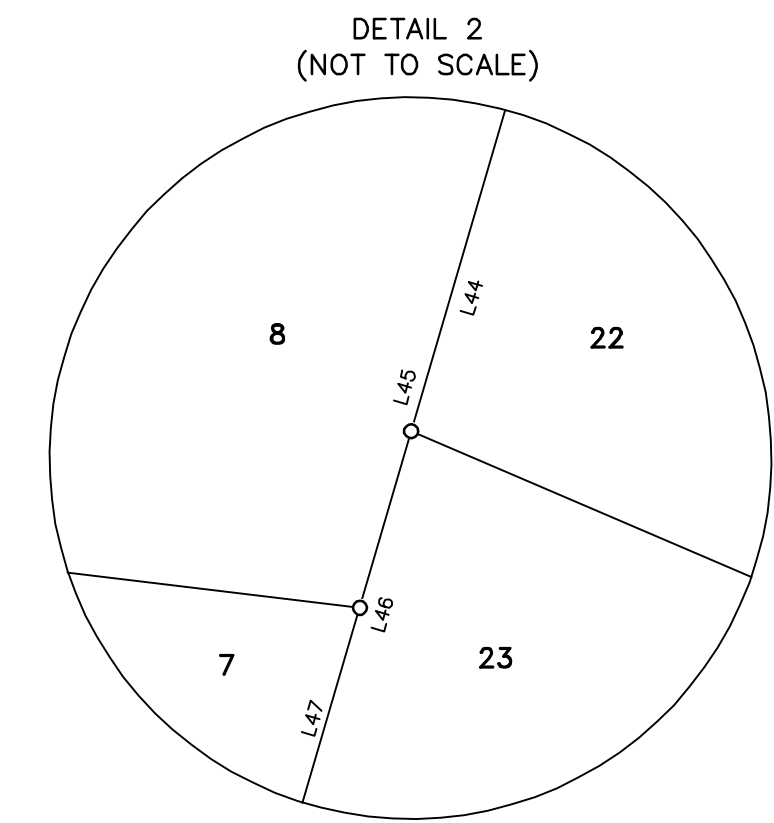
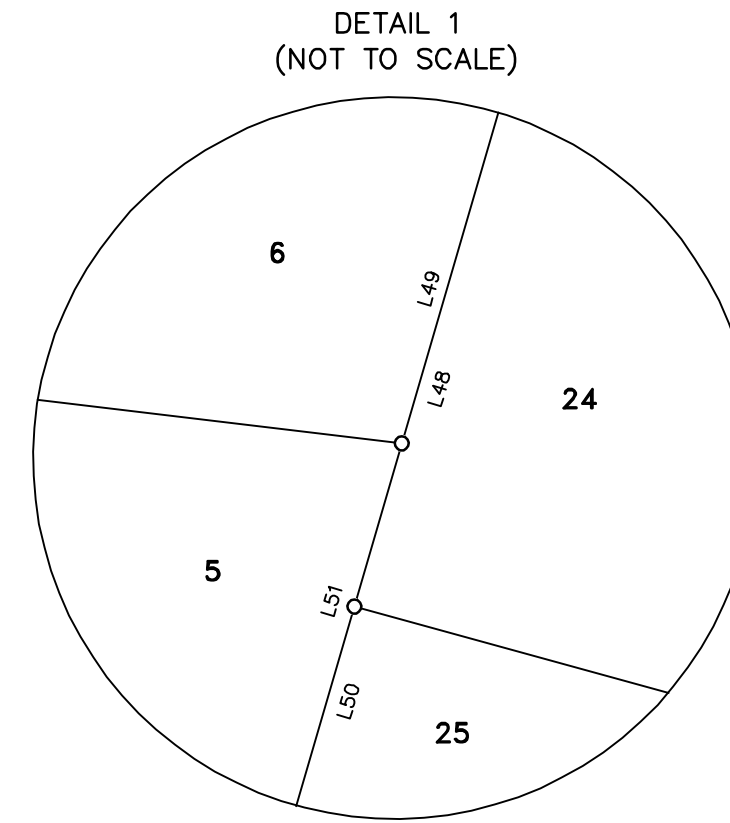


# FINAL PLAT COOL WATER PHASE 4 SECTION 1

CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	0°59'06"	975.00'	16.76'	S70°49'16"E	16.76'
C2	4°54'26"	525.00'	44.97'	S18°52'36"E	44.95'
C3	88°13'56"	15.00'	23.10'	S60°32'21"E	20.88'
C4	33°21'21"	1025.00'	596.72'	S87°58'38"E	588.33'
C5	2°24'32"	1025.00'	43.09'	N76°32'57"E	43.09'
C6	2°44'57"	1025.00'	49.18'	N79°07'42"E	49.18'
C7	2°27'57"	1025.00'	44.11'	N81°44'08"E	44.11'
C8	2°27'40"	1025.00'	44.03'	N84°11'57"E	44.02'
C9	2°27'30"	1025.00'	43.98'	N86°39'32"E	43.98'
C10	2°10'53"	1025.00'	39.02'	N88°58'43"E	39.02'
C11	2°11'06"	1025.00'	39.09'	S88°50'17"E	39.09'
C12	2°10'59"	1025.00'	39.05'	S86°39'15"E	39.05'
C13	2°26'49"	1025.00'	43.78'	S84°20'21"E	43.77'
C14	2°29'15"	1025.00'	44.50'	S81°52'19"E	44.50'
C15	2°14'11"	1025.00'	40.01'	S79°30'35"E	40.01'
C16	2°10'36"	1025.00'	38.94'	S77°18'11"E	38.94'
C17	2°27'59"	1025.00'	44.12'	S74°58'54"E	44.12'
C18	2°26'57"	1025.00'	43.81'	S72°31'26"E	43.81'
C19	20°37'51"	975.00'	351.08'	N85°48'03"E	349.18'
C20	96°54'27"	15.00'	25.37'	S35°25'48"E	22.45'
C21	34°21'15"	525.00'	314.79'	S04°09'12"E	310.09'
C22	90°00'00"	15.00'	23.56'	N23°40'11"E	21.21'
C23	90°00'00"	15.00'	23.56'	S66°19'49"E	21.21'
C24	6°09'24"	470.00'	50.50'	S18°15'07"E	50.48'
C25	90°39'32"	15.00'	23.73'	N30°09'21"E	21.33'
C26	3°41'47"	975.00'	62.90'	N77°20'01"E	62.89'
C27	3°16'09"	975.00'	55.63'	N80°48'59"E	55.62'
C28	2°36'27"	975.00'	44.37'	N83°45'17"E	44.37'
C29	2°36'21"	975.00'	44.34'	N86°21'41"E	44.34'
C30	2°36'20"	975.00'	44.34'	N88°58'01"E	44.34'
C31	2°36'23"	975.00'	44.35'	S88°25'37"E	44.35'
C32	3°14'24"	975.00'	55.14'	S85°30'13"E	55.13'
C33	3°24'21"	525.00'	31.21'	N11°19'15"E	31.20'
C34	4°08'04"	525.00'	37.88'	N07°33'03"E	37.87'
C35	4°09'56"	525.00'	38.17'	N03°24'03"E	38.16'
C36	4°09'57"	525.00'	38.17'	S00°45'53"E	38.16'
C37	4°11'17"	525.00'	38.38'	S04°56'30"E	38.37'
C38	4°09'15"	525.00'	38.06'	S09°06'46"E	38.06'
C39	4°08'26"	525.00'	37.94'	S13°15'37"E	37.93'
C40	3°58'08"	525.00'	36.37'	S17°18'54"E	36.36'
C41	2°01'52"	525.00'	18.61'	S20°18'53"E	18.61'
C42	5°29'50"	470.00'	45.09'	S18°31'06"E	45.08'
C43	0°35'46"	470.00'	4.89'	S15°28'18"E	4.89'
C44	7°46'45"	975.00'	132.38'	S75°12'12"E	132.28'
C45	87°53'00"	15.00'	23.01'	N56°57'56"E	20.82'
C46	34°21'15"	475.00'	284.81'	S04°09'12"E	280.56'
C47	90°00'00"	15.00'	23.56'	S66°19'49"E	21.21'
C48	3°18'11"	475.00'	27.38'	S19°40'44"E	27.38'
C49	6°35'04"	475.00'	54.59'	S14°44'06"E	54.56'
C50	6°35'04"	475.00'	54.59'	S08°09'03"E	54.56'
C51	6°35'04"	475.00'	54.59'	N01°33'59"W	54.56'
C52	6°35'04"	475.00'	54.59'	N05°01'05"E	54.56'
C53	4°42'49"	475.00'	39.08'	N10°40'01"E	39.07'
C54	2°56'33"	975.00'	50.07'	S77°37'18"E	50.07'
C55	3°02'47"	975.00'	51.84'	S74°37'37"E	51.83'
C56	2°46'31"	975.00'	47.23'	S71°41'06"E	47.22'
C57	90°00'00"	15.00'	23.56'	N23°40'11"E	21.21'
C58	6°09'24"	530.00'	56.95'	S18°15'07"E	56.92'
C59	3°21'19"	400.00'	23.42'	S13°29'46"E	23.42'
C60	3°52'59"	475.00'	32.19'	S13°45'35"E	32.18'
C61	1°33'28"	530.00'	14.41'	S20°33'05"E	14.41'
C62	4°35'55"	530.00'	42.54'	S17°28'23"E	42.53'
C63	0°46'38"	400.00'	5.43'	S14°47'06"E	5.43'
C64	2°34'41"	400.00'	18.00'	S13°06'27"E	18.00'
C65	0°03'48"	470.00'	0.52'	N21°17'55"W	0.52'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N72°17'35"E	116.78'
L2	N68°40'11"E	52.29'
L3	N21°19'49"W	38.77'
L4	N68°40'11"E	63.00'
L5	N77°07'19"E	87.40'
L6	N81°35'24"E	88.41'
L7	N86°33'57"E	88.26'
L8	S88°28'24"E	87.88'
L9	S83°29'54"E	88.77'
L10	S78°22'09"E	93.35'
L11	S72°50'56"E	102.64'
L12	S18°58'49"W	183.47'
L13	N18°42'06"E	123.91'
L14	S73°14'24"E	38.95'
L15	S09°18'11"W	115.80'
L16	S04°18'48"E	126.30'
L17	S21°19'49"E	101.31'
L18	S68°40'11"W	9.53'
L19	S21°19'49"E	50.00'
L20	N68°40'11"E	12.00'
L21	S21°19'49"E	131.87'
L22	S21°19'49"E	57.45'
L23	N07°54'03"E	134.55'
L24	N77°07'19"E	21.45'
L25	N81°35'24"E	28.20'
L26	S21°19'49"E	56.40'
L27	S21°19'49"E	21.40'
L28	S21°19'49"E	35.00'
L29	N75°23'11"E	69.67'
L30	N81°00'00"E	49.35'
L31	N85°49'57"E	39.36'
L32	N85°49'57"E	39.28'
L33	S88°47'30"E	39.28'
L34	S88°47'30"E	39.23'
L35	S88°47'30"E	52.64'
L36	S88°47'30"E	131.16'
L37	S07°20'23"E	22.95'
L38	S07°20'23"E	35.28'
L39	S07°20'23"E	48.85'
L40	S07°20'23"E	45.42'
L41	S07°20'23"E	8.90'
L42	S07°20'09"E	42.12'
L43	S05°47'14"E	3.42'
L44	S05°47'14"E	47.84'

LINE TABLE		
LINE	BEARING	DISTANCE
L45	S05°47'14"E	45.61'
L46	S05°47'14"E	46.69'
L47	S05°47'14"E	45.61'
L48	S05°47'14"E	46.11'
L49	S05°47'14"E	45.61'
L50	S05°47'14"E	47.18'
L51	S05°47'14"E	19.56'
L52	S15°51'08"E	45.63'
L53	S05°47'14"E	2.07'
L54	S15°51'08"E	42.96'
L55	S15°51'08"E	19.56'
L56	S15°51'08"E	16.89'
L57	S21°19'49"E	25.59'
L58	S21°19'49"E	32.88'
L59	S21°19'49"E	45.26'
L60	S21°19'49"E	40.00'
L61	S21°19'49"E	52.03'
L62	S21°19'49"E	50.00'
L63	S21°19'49"E	48.91'
L64	N68°40'11"E	86.14'
L65	S21°19'49"E	56.40'
L66	S21°19'49"E	35.00'
L67	S76°58'34"E	112.19'
L68	S76°58'34"E	5.52'
L69	N09°18'11"E	30.94'
L70	S04°18'48"E	10.50'
L71	S04°18'48"E	33.35'
L72	S21°19'49"E	8.89'
L73	N68°40'11"E	393.14'
L74	N68°40'11"E	393.14'
L75	S21°19'49"E	10.00'
L76	S21°19'49"E	11.87'
L77	S21°19'49"E	11.89'
L78	S21°19'49"E	10.00'
L79	S21°19'49"E	116.89'
L80	S21°19'49"E	11.89'
L81	S21°19'49"E	10.00'
L82	S21°19'49"E	28.06'
L83	S15°10'25"E	2.51'
L84	S15°10'27"E	11.96'
L85	S15°10'27"E	10.06'
L86	N68°40'11"E	143.07'
L87	N68°40'11"E	144.15'



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S:\Land Projects 3\SONTERRA EAST\dwg\COOL WATER PH 4 SEC 1 PLAT.dwg, 5/13/2022 7:46:54 AM,

# FINAL PLAT COOL WATER PHASE 4 SECTION 1

FIELD NOTE DESCRIPTION  
13.998 ACRES  
W. BRYAN SURVEY, A-108  
G. SCHNEIDER SURVEY, A-580  
WILLIAMSON COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF 13.998 ACRES OF LAND OUT OF THE W. BRYAN SURVEY, ABSTRACT NO. 108, AND THE G. SCHNEIDER SURVEY, ABSTRACT 580, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 71.956 ACRE TRACT DESCRIBED IN A DEED TO PULTE HOMES OF TEXAS, L.P. RECORDED IN DOCUMENT NUMBER 2021182840 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE SAID 13.998 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTE: ALL STEEL PINS SET CITED HEREIN ARE 1/2 INCH DIAMETER WITH CAP MARKED LENZ & ASSOC. BEARINGS CITED HEREIN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE.

COMMENCING AT A 1/2 INCH DIAMETER STEEL PIN FOUND WITH CAP MARKED FOREST ON THE EAST LINE OF COUNTY ROAD 314 AT THE SOUTHERLY MOST CORNER OF COOL WATER PHASE 2, A SUBDIVISION OF RECORD RECORDED IN DOCUMENT NO. 2021179956 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE SAME BEING AN ANGLE POINT ON THE WEST LINE OF LOT 48, BLOCK C, COOL WATER PHASE 1, A SUBDIVISION OF RECORD RECORDED IN DOCUMENT NO. 2021045646 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, ALONG THE EAST AND NORTH LINES OF COUNTY ROAD 314, BEING COMMON LINES WITH THE SAID 71.956 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) N 34°32'18" W, 157.90 FEET TO A 1/2 INCH DIAMETER STEEL PIN FOUND WITH CAP MARKED FOREST;
- 2) S 68°40'04" W, 125.64 FEET TO A STEEL PIN SET ON THE NORTH LINE OF COUNTY ROAD 314, AT AN EXTERIOR CORNER OF THE SAID COOL WATER PHASE 2, THE SAME BEING THE SOUTHEAST CORNER OF THE SAID 71.956 ACRE TRACT FOR THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, S 68°40'04" W, 598.57 FEET ALONG THE NORTH LINE OF COUNTY ROAD 314 TO A 1/2 INCH DIAMETER STEEL PIN FOUND ON THE AT THE SOUTHEAST CORNER OF THAT CERTAIN CALLED 5.00 ACRE TRACT DESCRIBED IN A DEED TO GORDON L. STANFORD RECORDED IN VOLUME 2191, PAGE 796 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, THE SAME BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND THE SOUTHWEST CORNER OF THE SAID 71.956 ACRE TRACT;

THENCE, N 15°10'27" W, 467.70 FEET ALONG THE EAST LINE OF THE SAID 5.00 ACRE STANFORD TRACT, THE SAME BEING THE WEST LINE OF THE HEREIN DESCRIBED TRACT AND A WESTERLY LINE OF THE SAID 71.956 ACRE TRACT, PASSING A 1/2 INCH DIAMETER STEEL PIN FOUND AT THE NORTHEAST CORNER OF THE SAID 5.00 ACRE STANFORD TRACT, THE SAME BEING THE SOUTHEAST CORNER OF THAT CERTAIN CALLED 13.581 ACRE TRACT DESCRIBED IN A DEED TO GORDON L. STANFORD AND WIFE, DONNA WALSH STANFORD RECORDED IN DOCUMENT NUMBER 9856521 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS FOR A TOTAL DISTANCE OF 949.33 FEET TO A STEEL PIN SET AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, ON THE EAST LINE OF THE SAID 13.581 STANFORD TRACT, FROM WHICH A 1/2 INCH DIAMETER STEEL PIN FOUND AT THE NORTHEAST CORNER OF THE SAID 13.581 STANFORD TRACT BEARS N 15°10'27" W, 9.22 FEET;

THENCE, TRAVERSING THE INTERIOR OF THE SAID PULTE HOMES OF TEXAS, L.P. TRACT THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

- 1) N 72°17'35" E, 116.78 FEET TO A STEEL PIN SET;
- 2) N 68°40'11" E, 52.29 FEET TO A STEEL PIN SET;
- 3) N 21°19'49" W, 38.77 FEET TO A STEEL PIN SET;
- 4) N 68°40'11" E, 63.00 FEET TO A STEEL PIN SET;
- 5) N 77°07'19" E, 87.40 FEET TO A STEEL PIN SET;
- 6) N 81°35'24" E, 88.41 FEET TO A STEEL PIN SET;
- 7) N 86°33'57" E, 88.26 FEET TO A STEEL PIN SET;
- 8) S 88°28'24" E, 87.88 FEET TO A STEEL PIN SET;
- 9) S 83°29'54" E, 88.77 FEET TO A STEEL PIN SET;
- 10) S 78°22'09" E, 93.35 FEET TO A STEEL PIN SET;
- 11) S 72°50'56" E, 102.64 FEET TO A STEEL PIN SET AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, THE SAME BEING THE NORTHWEST CORNER OF LOT 23, BLOCK II OF THE SAID COOL WATER PHASE 2, ON THE WESTERLY LINE OF THE SAID COOL WATER PHASE 2;

THENCE, TRAVERSING ALONG THE COMMON LINE OF THE HEREIN DESCRIBED TRACT AND THE SAID COOL WATER PHASE 2 THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

- 1) S 18°58'49" W, 183.47 FEET TO A STEEL PIN SET;
- 2) WITH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 00°59'06"; A RADIUS OF 975.00 FEET, AN ARC OF 16.76 FEET AND A CHORD BEARING AND DISTANCE OF S 70°49'16" E, 16.76 FEET TO A STEEL PIN SET;
- 3) S 18°42'06" W, 123.91 FEET TO A STEEL PIN SET;
- 4) N 73°14'24" W, 38.95 FEET TO A STEEL PIN SET;
- 5) S 09°18'11" W, 115.80 FEET TO A STEEL PIN SET;
- 6) S 04°18'48" E, 126.30 FEET TO A STEEL PIN SET;
- 7) S 21°19'49" E, 101.31 FEET TO A STEEL PIN SET;
- 8) S 68°40'11" W, 9.53 FEET TO A STEEL PIN SET;
- 9) S 21°19'49" E, 50.00 FEET TO A STEEL PIN SET;
- 10) N 68°40'11" E, 12.00 FEET TO A STEEL PIN SET;
- 11) S 21°19'49" E, 131.87 FEET TO THE PLACE OF BEGINNING, CONTAINING 13.998 ACRES OF LAND, MORE OR LESS.

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# FINAL PLAT COOL WATER PHASE 4 SECTION 1

## NOTES:

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

PAGE 4 OF 5

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# FINAL PLAT COOL WATER PHASE 4 SECTION 1

STATE OF TEXAS }  
COUNTY OF WILLIAMSON }

KNOWN ALL PERSONS BY THESE PRESENTS:

PULTE HOMES OF TEXAS, L.P., ACTING BY AND THROUGH STEPHEN ASHLOCK, VICE PRESIDENT OF LAND MANAGEMENT, SOLE OWNER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2021182840 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THOSE CERTAIN TRACTS OF LAND, AND DO HEREBY SUBDIVIDE THE PORTION OF THE SAID TRACTS AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "COOL WATER PHASE 4 SECTION 1"

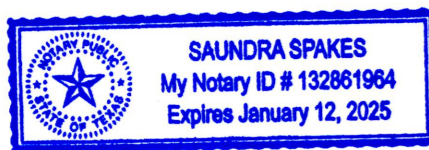
TO CERTIFY WHICH, WITNESS BY MY HAND THIS THE 19<sup>th</sup> DAY OF May, 2022.

Stephen Ashlock  
PULTE HOMES OF TEXAS, L.P.  
BY: STEPHEN ASHLOCK, VICE PRESIDENT OF LAND MANAGEMENT  
9401 AMBERGLEN BOULEVARD  
BUILDING 1, SUITE 150  
AUSTIN, TEXAS 78729

STATE OF TEXAS }  
COUNTY OF Travis }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 19<sup>th</sup> DAY OF May, 2022, A.D. BY Stephen Ashlock ACTING IN THE CAPACITY HEREIN STATED.

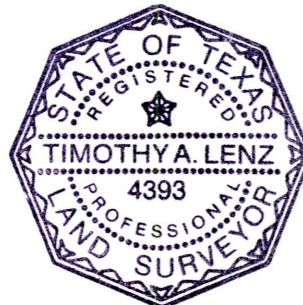
Saundra Spakes  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
MY COMMISSION EXPIRES 01/12/2025



**SURVEYOR'S CERTIFICATE**

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

TAL 5-12-2022  
TIMOTHY A. LENZ DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4393  
LENZ & ASSOCIATES, INC.  
FIRM NO. 100290-00  
4150 FREDRICH LANE, SUITE A1  
AUSTIN, TEXAS 78744



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

M. S. Fisher  
MICHAEL S. FISHER, P.E. DATE 5/12/22  
REGISTERED PROFESSIONAL ENGINEER NO. 87704  
PAPE-DAWSON ENGINEERS, INC.  
FIRM No. 470  
10801 NORTH MOPAC EXPRESSWAY  
BUILDING 3, SUITE 200  
AUSTIN, TEXAS 78759



ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 20<sup>th</sup> DAY OF May, 2022, A.D.

Teresa Baker Teresa Baker  
WILLIAMSON COUNTY ADDRESS COORDINATOR

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

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

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

STATE OF TEXAS }  
COUNTY OF WILLIAMSON }

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

Bill Gravell Jr. DATE  
COUNTY JUDGE, WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS }  
COUNTY OF WILLIAMSON }

KNOWN ALL MEN BY THESE PRESENTS:

I, NANCY RISTER, COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_, A.D. AT \_\_\_ O'CLOCK \_\_\_M. AND DULY RECORDED THIS THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_, A.D., AT \_\_\_ O'CLOCK \_\_\_M., IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, IN DOCUMENT NUMBER \_\_\_\_\_

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

NANCY RISTER, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

BY \_\_\_\_\_ DEPUTY

**LENZ & ASSOCIATES, INC.**

FIRM No. 100290-00  
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES  
(512) 443-1174  
4150 FREDRICH LANE, SUITE A1  
AUSTIN, TEXAS 78744  
SURVEY #: 2022-0067 F.B.





**Commissioners Court - Regular Session**

30.

**Meeting Date:** 05/31/2022

Final plat for the Taylor Ranchettes subdivision – Pct 4

**Submitted For:** Terron Evertson

**Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure

**Division:** Road & Bridge

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Taylor Ranchettes subdivision – Precinct 4.

**Background**

This subdivision consists of 31 lots and no new public roads.

**Timeline**

2022-03-24 – initial submittal of final plat

2022-04-21 – 1st review complete with comments

2022-04-22 – 2nd submittal of final plat

2022-05-05 – 2nd review complete with comments clear

2022-05-23 – final plat received with signatures

2022-05-25 – final plat placed on the May 31, 2022 Commissioners Court agenda for consideration

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

final plat - Taylor Ranchettes

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 05/26/2022

**Reviewed By**

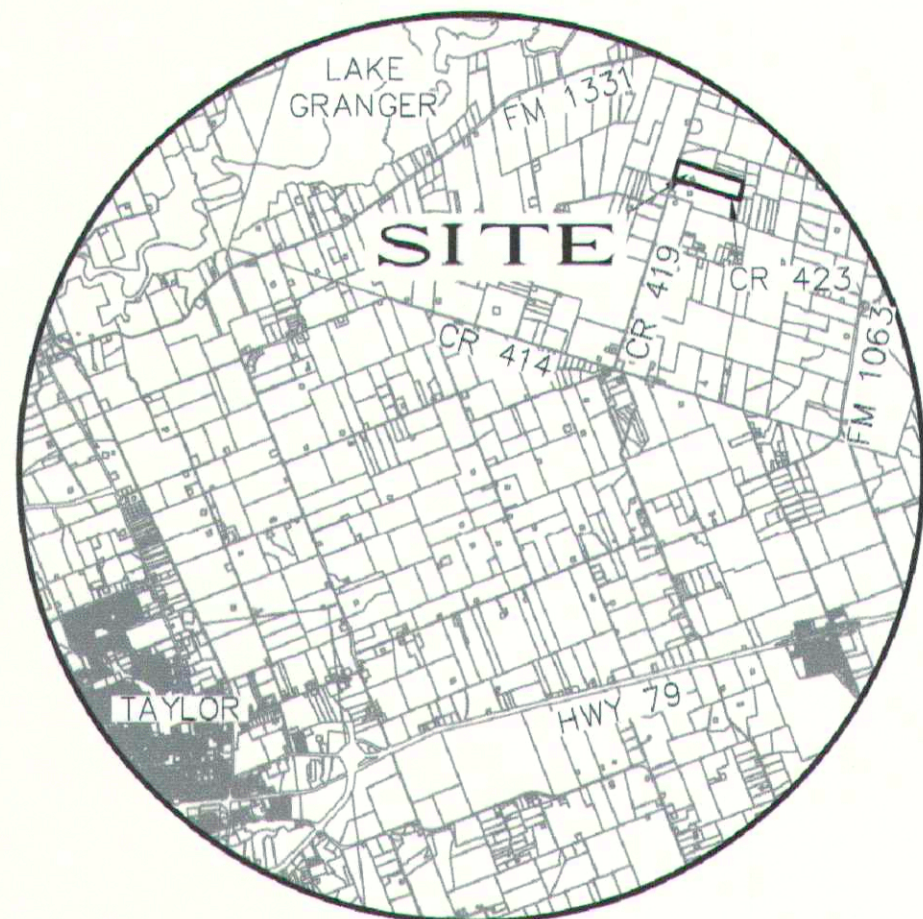
Becky Pruitt

**Date**

05/26/2022 11:58 AM

Started On: 05/26/2022 11:55 AM





LOCATION MAP  
NOT TO SCALE

PROPOSED PRIVATE ROAD  
PVR 961 - LOTS 2&3  
PVR 962 - 10.11&12  
PVR 963 - 14&15  
PVR 964 - 18&19  
PVR 965 - 23,24 & 25

PROPERTY OWNER INFORMATION  
OWNER NAME: WHITLEY 20 CR 423, LLC  
CONTACT: RUSSELL SPILLERS  
ADDRESS: 21400 WINDMILL RANCH AVE.  
PFLUGERVILLE, TX 78860  
PH: 512-815-7357  
EMAIL: RUSSELLSPILLERS@GMAIL.COM

TAYLOR RANCHETTES DRIVEWAY TABLE			
LOT NUMBER	CULVERT DIA (in)	CULVERT LENGTH (FT)	SLOPE
1	(2) 24	22	0.88%
2,3	(2) 18	44	4.90%
4	(2) 18	22	0.50%
5	(2) 18	22	2.80%
6	18	22	3.00%
7	18	22	4.50%
8	18	22	4.90%
9	18	22	2.60%
10	18	22	0.50%
11,12	N/A	N/A	N/A
13	N/A	N/A	N/A
14,15	N/A	N/A	N/A

TAYLOR RANCHETTES DRIVEWAY TABLE			
LOT NUMBER	CULVERT DIA (in)	CULVERT LENGTH (FT)	SLOPE
16	N/A	N/A	N/A
17	18	22	0.50%
18,19	18	44	0.50%
20	18	22	0.50%
21	18	22	0.50%
22	18	22	0.50%
23,24,25	18	66	0.50%
26	18	22	0.50%
27	18	22	0.50%
28	18	22	0.50%
29	18	22	0.50%
30	18	22	0.78%
31	18	22	3.02%

Notes:  
1. The culvert sizes were based on the 10-yr flows and existing conditions for the properties along CR 419 and CR 423.  
2. Minimum culvert size is an 18" pipe. The driveway culvert should fit within without causing an obstruction within the right of way. If the ditch does not have enough depth to accommodate a minimum standard size culvert, a dip driveway or straight tie-in is required.  
4. All driveway culverts are required to have concrete safety end treatments according to the current TxDOT standards.

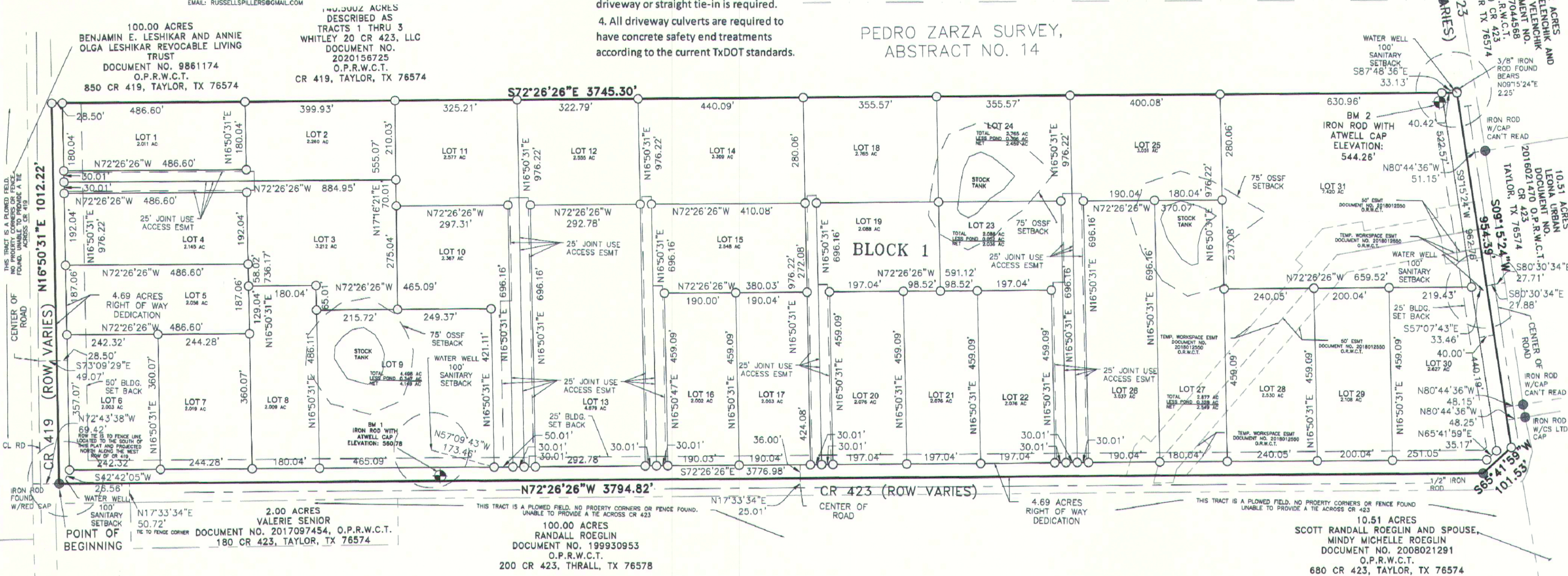
# FINAL PLAT TAYLOR RANCHETTES SUBDIVISION

A SUBDIVISION OF 88.526 ACRES, MORE OR LESS,  
OF LAND AREA IN THE PEDRO ZARZA SURVEY,  
ABSTRACT NO. 14,  
IN WILLIAMSON COUNTY, TEXAS.



LEGEND  
● PROPERTY CORNER FOUND AS NOTED  
○ IRON ROD SET WITH "ATWELL LLC" CAP UNLESS OTHERWISE NOTED  
O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY TEXAS

BENCHMARK:  
BM 1: IRON ROD WITH ATWELL CAP, ELEVATION: 560.78'  
BM 2: IRON ROD WITH ATWELL CAP, ELEVATION: 544.26'



PROJECT:	TAYLOR Platting
JOB NUMBER:	20004089
SURVEY DATE:	AUGUST 2021
SCALE:	1" = 100'
SURVEYOR:	ROBERT J. GERTSON, RPLS 6367
TECHNICIAN:	AY
DRAWING:	
DESCRIPTION:	
PARTYCHIEF:	
FIELDBOOKS:	

**ATWELL**  
www.atwell-group.com  
805 LAS CIMAS PARKWAY, SUITE 310  
AUSTIN, TX 78746  
512.904.0505  
TBPE LS 10193726

FINAL PLAT OF  
TAYLOR RANCHETTES  
PEDRO ZARZA SURVEY ABSTRACT NO. 14  
WILLIAMSON COUNTY, TEXAS

SHEET  
**1**  
OF 3

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GENERAL NOTES:

1. THIS PLAT LIES IN WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT 10.
2. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.
3. THIS SUBDIVISION IS IN WILLIAMSON COUNTY AND IS NOT WITHIN ANY ETJ.
4. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
5. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY SOUTHWEST MILAM WSC.
6. SEWAGE SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
7. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
8. THE MAXIMUM IMPERVIOUS COVER PER LOT IS 7000 SQUARE FEET ACCORDING TO THE ASSUMED HYDROLOGIC CALCULATIONS.
9. ON-SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
10. ANY IMPROVEMENTS PROPOSED WITHIN THE RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, IRRIGATION, LANDSCAPING, SIDEWALKS, SUBDIVISION IDENTIFICATION SIGNS, ETC. SHALL BE MAINTAINED IN ACCORDANCE WITH AN EXECUTED LICENSE AGREEMENT BETWEEN THE COUNTY AND THE OWNER.
11. 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.
12. DRIVEWAY CULVERTS SHALL HAVE A MINIMUM INTERIOR DIAMETER OF 18" OR EQUAL AND A MINIMUM LENGTH OF 22 FEET, AND SHALL INCLUDE A CONCRETE APRON SAFETY TREATMENT IN ACCORDANCE WITH CITY OF AUSTIN STANDARD DETAIL 508S-20, "STORMDRAIN OUTFALL PROTECTION CULVERT UNDER ROADWAY/INLINE". LARGER OR LONGER CULVERTS SHALL BE INSTALLED IF NECESSARY TO ACCOMMODATE DRAINAGE BASED UPON A 10-YEAR FLOW FREQUENCY. ALL DRIVEWAY CULVERTS SHALL HAVE SAFETY END TREATMENTS WITH CONCRETE APRONS. THE DRIVEWAY CULVERTS WERE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER PER B11.3 AND B11.4.
13. 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.
14. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
15. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
16. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
17. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
18. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
19. J.U.A.E. MAINTENANCE: IN CONSIDERATION FOR THE GRANT OF RIGHTS UNDER THE EASEMENT, EACH LOT OWNER IS RESPONSIBLE FOR ALL FUTURE MAINTENANCE AND REPAIR OF THE EASEMENT, INCLUDING:
  - A) COOPERATING WITH OTHER LOT OWNERS TO CONTRIBUTE, ON A PRO RATA BASIS WITH OTHER LOT OWNERS, ANY MONIES NECESSARY TO MAINTAIN, IMPROVE, AND REPAIR THE EASEMENT SO THAT IT SHALL REMAIN AT ALL TIMES IN A GOOD AND PASSABLE CONDITION, TO ALLOW FOR CONVENIENT AND SAFE VEHICULAR INGRESS AND EGRESS TO AND FROM THE LOTS. DECLARANT SHALL HAVE NO FUTURE RESPONSIBILITY FOR THE MAINTENANCE, IMPROVEMENT, REPAIR OR REPAVING OF THE EASEMENT.
  - B) KEEP THE EASEMENT FREE AND CLEAR OF ANY CONSTRUCTION, FENCING AND LANDSCAPING EQUIPMENT OR MATERIALS. VEHICLE PARKING IS NOT ALLOWED ON THE EASEMENT. NO LOT OWNER SHALL CAUSE OR PERMIT ANY OBSTRUCTION ON THE EASEMENT.
  - C) KEEP HIS OR HER LOT MOWED, MAINTAINED AND FREE OF TRASH OR DEBRIS.
20. J.U.A.E. ENFORCEMENT: THE DECLARANT AND EACH LOT OWNER SHALL HAVE THE RIGHT TO ENFORCE, BY ANY PROCEEDING AT LAW OR IN EQUITY, ALL CONDITIONS AND RESERVATIONS IMPOSED BY THIS DECLARATION. DECLARANT SHALL NOT HAVE AN OBLIGATION TO ENFORCE ANY OF THESE PROVISIONS AT LAW OR IN EQUITY, AND NOTHING HEREIN SHALL BE CONSTRUED AS COMPELLING THE DECLARANT TO ENFORCE ANY OF THESE PROVISIONS. FAILURE TO ENFORCE ANY OF THESE PROVISIONS SHALL NOT BE DEEMED A WAIVER OF THE RIGHT OF ENFORCEMENT EITHER WITH RESPECT TO THE VIOLATION IN QUESTION OR ANY OTHER VIOLATION. ANY WAIVER OF A RIGHT UNDER THIS DOCUMENT MUST BE IN WRITING AND SIGNED BY THE PARTY TO BE BOUND IN ORDER TO BE ENFORCED.
21. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
22. LAND WITHIN THIS PLAT IS TERRACED FROM PRIOR AGRICULTURAL USE. THE TERRACING RETAINS RAINFALL RUNOFF AND DIRECTS IT THROUGH EXISTING DRAINAGE PATTERNS ON LOTS. EXISTING DRAINAGE PATTERNS SHALL REMAIN THE SAME. PROPERTY OWNERS SHALL NOT GRADE OR DEVELOP LAND ON PROPERTY IN A MANNER THAT WOULD ALTER THE EXISTING DRAINAGE PATTERNS. IN THE EVENT DRAINAGE PATTERNS ARE CHANGED AND ADJACENT PROPERTIES ARE ADVERSELY IMPACTED OR DAMAGED, THE PROPERTY OWNER MAY BE LIABLE PER TEXAS WATER CODE SECTION 11.086.
23. LOTS 2, 3, 11, 12, 14, 15, 18, 19, 23-25 MAY NOT BE FURTHER SUBDIVIDED.
24. THIS PLAT WILL BE DEVELOPED AS SINGLE-FAMILY LOTS GREATER THAN 2.0 ACRES, NO DETENTION WILL BE REQUIRED PER WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1.3.
25. MAXIMUM OF 20% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.
26. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.

27. LOTS 2 AND 3, LOTS 11 AND 12, LOTS 14 AND 15, LOTS 23 AND 24, AND LOTS 25 AND 26 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.

28. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.

29. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

DESCRIPTION - 88.526 ACRES

A 88.526 ACRES (3,856,201 SQUARE FEET), TRACT OF LAND, LYING WITHIN THE PEDRO ZARZA SURVEY, ABSTRACT 14, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A 140,5002 ACRE TRACT, DESCRIBED AS TRACTS 1 THRU 3, IN DEED, CONVEYED TO WHITLEY 20 CR 423, LLC IN DOCUMENT NO. 2020156725, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD FOUND WITH RED CAP AT THE SOUTH-WESTERN CORNER OF SAID 140,5002 ACRE TRACT AND BEING AT THE INTERSECTION POINT OF THE EASTERN RIGHT-OF-WAY LINE OF COUNTY ROAD 419 (R.O.W. VARIES) AND THE NORTHERN RIGHT-OF-WAY LINE OF COUNTY ROAD 423 (R.O.W. VARIES), FOR THE SOUTH-WESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE WESTERN LINE OF SAID 140,5002 ACRE TRACT AND THE EASTERN RIGHT-OF-WAY LINE OF COUNTY ROAD 419, N16°50'31"E, A DISTANCE OF 1012.22 FEET TO A 5/8" IRON ROD SET WITH CAP STAMPED "ATWELL LLC", FOR THE NORTH-WESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID 140,5002 ACRE TRACT, S72°26'26"E, A DISTANCE OF 3745.30 FEET TO A 5/8" IRON ROD SET WITH CAP STAMPED "ATWELL LLC", ON A EASTERN LINE OF SAID 140,5002 ACRE TRACT AND BEING ON THE WESTERN RIGHT-OF-WAY LINE OF COUNTY ROAD 423 (R.O.W. VARIES), FOR THE NORTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 3/8" IRON ROD FOUND ON SAID COMMON LINE BEARS N09°15'24"E A DISTANCE OF 2.25 FEET;

THENCE, WITH THE EASTERN LINE OF SAID 140,5002 ACRE TRACT AND THE WESTERN RIGHT-OF-WAY LINE OF COUNTY ROAD 423, S09°15'24"W, A DISTANCE OF 954.39 FEET TO A 5/8" IRON ROD SET WITH CAP STAMPED "ATWELL LLC", ON THE SOUTHERN LINE OF SAID 140,5002 ACRE TRACT AND THE NORTHERN RIGHT-OF-WAY LINE OF COUNTY ROAD 423 (R.O.W. VARIES), FOR THE MOST NORTHERN SOUTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHERN LINE OF SAID 140,5002 ACRE TRACT AND THE NORTHERN RIGHT-OF-WAY LINE OF COUNTY ROAD 423, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. S85°41'59"W, A DISTANCE OF 101.53 FEET TO A 1/2" IRON ROD FOUND, FOR THE MOST SOUTHERN SOUTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT;

2. N72°26'26"W, A DISTANCE OF 3794.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 88.526 ACRES OR 3,856,201 SQUARE FEET, MORE OR LESS.

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PROJECT:	TAYLOR Platting
JOB NUMBER:	20004089
SURVEY DATE:	AUGUST 2021
SCALE:	1" = 100'
SURVEYOR:	ROBERT J. GERTSON, RPLS 6367
TECHNICIAN:	AY
DRAWING:	
DESCRIPTION:	
PARTY CHIEF:	
FIELDBOOKS:	



**ATWELL**  
www.atwell-group.com  
805 LAS CIMAS PARKWAY, SUITE 310  
AUSTIN, TX 78746  
512.904.0505  
TBPE LS 10193726

**FINAL PLAT OF  
TAYLOR RANCHETTES  
PEDRO ZARZA SURVEY ABSTRACT NO. 14  
WILLIAMSON COUNTY, TEXAS**

**SHEET  
2  
OF 3**

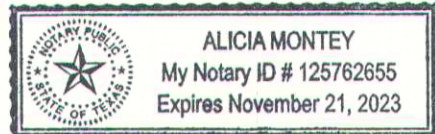


STATE OF TEXAS §  
 COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS

I, RUSSELL SPILLERS, MANAGING MEMBER OF WHITLEY 20 CR 423, LLC, OWNER OF THAT CERTAIN 140.5002 ACRE TRACT OF LAND, DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2020156725 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE 88.526 ACRES OF SAID 140.5002 ACRE TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS

"FINAL PLAT TAYLOR RANCHETTES"  
 TO CERTIFY WHICH, WITNESS BY MY HAND THIS 14th DAY OF May, 2022.

RUSSELL SPILLERS, (MANAGING MEMBER)  
 WHITLEY 20 CR 423, LLC  
 21400 WINDMILL RANCH AVE.  
 PFLUGERVILLE, TX 78660  
 512-815-7357  
 RUSSELLSPILLERS@GMAIL.COM



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

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

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

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED RUSSELL SPILLERS, KNOWN TO ME TO BE THE PERSON-WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 14th DAY OF May, 2022 A.D.,

NOTARY PUBLIC SIGNATURE  
 NOTARY PUBLIC PRINT OR TYPE NAME  
 MY COMMISSION EXPIRES: 11-21-2023

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

PATTERSON TOWERS INVESTMENTS 2, LLC, A TEXAS LIMITED LIABILITY COMPANY, 1703 W. 11TH ST., AUSTIN TX 78703, RYAN PATTERSON, AS MANAGING MEMBER, LIEN HOLDER OF THE CERTAIN 140.5002 ACRE TRACT OF LAND, DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2020156725 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE 88.526 ACRES OF SAID 140.5002 ACRE TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS

"FINAL PLAT TAYLOR RANCHETTES"  
 TO CERTIFY WHICH, WITNESS BY MY HAND THIS 20th DAY OF May, 2022.

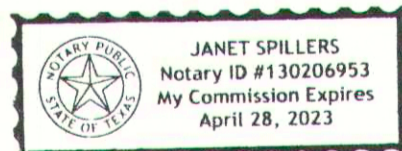
RYAN PATTERSON, MANAGING MEMBER OF  
 PATTERSON TOWERS INVESTMENTS 2, LLC, A TEXAS LIMITED LIABILITY COMPANY  
 1703 W. 11TH ST., AUSTIN, TX 78703

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

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED TOWERS INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY 1703 W. 11TH ST., AUSTIN, TX 78703, AMBER TOWERS, MANAGING MEMBER, KNOWN TO ME TO BE THE PERSON-WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 20th DAY OF May, 2022 A.D.,

NOTARY PUBLIC SIGNATURE  
 NOTARY PUBLIC PRINT OR TYPE NAME  
 MY COMMISSION EXPIRES: April 28 2023



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

WORLD GOSPEL MISSIONARIES AND WIDOWS BENEVOLENCE FUND, LLC, P.O. BOX 5194, BRANDON, MISSOURI 39047, DOUG SHADDIX, MANAGER, LIEN HOLDER OF THE CERTAIN 140.5002 ACRE TRACT OF LAND, DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2020156725 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE 88.526 ACRES OF SAID 140.5002 ACRE TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS

"FINAL PLAT TAYLOR RANCHETTES"  
 TO CERTIFY WHICH, WITNESS BY MY HAND THIS 18th DAY OF May, 2022

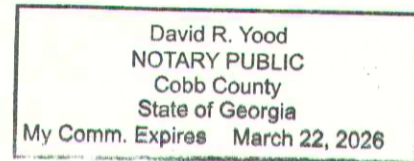
DOUG SHADDIX, MANAGER  
 WORLD GOSPEL MISSIONARIES AND WIDOWS BENEVOLENCE FUND, LLC,  
 P.O. BOX 5194  
 BRANDON, MISSOURI 39047

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

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED WORLD GOSPEL MISSIONARIES AND WIDOWS BENEVOLENCE FUND, LLC, P.O. BOX 5194, BRANDON, MISSOURI 39047, DOUG SHADDIX, MANAGER, KNOWN TO ME TO BE THE PERSON-WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 18 DAY OF May, 2022 A.D.,

NOTARY PUBLIC SIGNATURE  
 NOTARY PUBLIC PRINT OR TYPE NAME  
 MY COMMISSION EXPIRES: 3-22-26



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

I, ROBERT GERTSON, A REGISTERED PROFESSIONAL LAND SURVEYOR, AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTION OF WILLIAMSON COUNTY, SUBDIVISION ORDINANCE, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

ROBERT GERTSON  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 6367 - STATE OF TEXAS  
 ATWELL, LLC,  
 805 LAS CIMAS PARKWAY, SUITE 310  
 AUSTIN, TX 78746  
 512.904.0505  
 TBPE LS 10193726



FLOOD NOTE:

NO PORTION OF THE PROPERTY SHOWN HEREON LIES WITHIN A FLOOD HAZARD AREA AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP PANEL NO. 48491C0375F DATED 12/20/2019.

NO LOT IN THIS SUBDIVISION IS ENCLOSED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0375F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.

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

I, THE UNDERSIGNED, STEPHEN R. DELGADO, P.E. (A REGISTERED PROFESSIONAL ENGINEER) IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT; AND THAT ALL ASPECT OF IT ARE IN ACCORDANCE TO THE COUNTY OF WILLIAMSON SUBDIVISION ORDINANCE. EXCEPT FOR THE VARIANCES GRANTED BY THE CITY COUNCIL. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.

STEPHEN R. DELGADO, P.E.  
 TEXAS LICENSED PROFESSIONAL ENGINEER NO. 99342  
 ATWELL, LLC, TBPE NO. 12242  
 805 LAS CIMAS PARKWAY, SUITE 310  
 AUSTIN, TX 78746



WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES (OSSF)

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED VERIFICATIONS OF THE FACTS ALLEGED, THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

ROAD NAME AND 911 ADDRESSING APPROVAL  
 ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_ A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

COUNTY JUDGE'S APPROVAL

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

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

JUDGE BILL GRAVELL JR., COUNTY JUDGE  
 WILLIAMSON COUNTY, TEXAS

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_ A.D., AT \_\_\_ O'CLOCK, \_\_\_ M., AND DULY RECORDED THIS THE DAY OF \_\_\_\_\_, 20\_\_\_ A.D., AT \_\_\_ O'CLOCK, \_\_\_ M., IN THE 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

k:\20004089\dwg\surveys\taylor\platt\final\_taylor\_plat\_sur.dwg Savedate: 5/6/2022 10:15 AM Photodate: 5/6/2022 2:04 PM

PROJECT:	TAYLOR Platting
JOB NUMBER:	20004089
SURVEY DATE:	AUGUST 2021
SCALE:	1" = 100'
SURVEYOR:	ROBERT J. GERTSON, RPLS 6367
TECHNICIAN:	AY
DRAWING:	
DESCRIPTION:	
PARTYCHIEF:	
FIELDBOOKS:	

**ATWELL**  
 www.atwell-group.com  
 805 LAS CIMAS PARKWAY, SUITE 310  
 AUSTIN, TX 78746  
 512.904.0505  
 TBPE LS 10193726

**FINAL PLAT OF  
 TAYLOR RANCHETTES  
 PEDRO ZARZA SURVEY ABSTRACT NO. 14  
 WILLIAMSON COUNTY, TEXAS**

**SHEET  
 3  
 OF 3**



**Commissioners Court - Regular Session**

**Meeting Date:** 05/31/2022

OCA Grant Application Approval

**Submitted By:** Ronald Morgan, All District Courts

**Department:** All District Courts

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Consider and take appropriate action in support of the Williamson County District Courts' application to the Texas Office of Court Administration for a grant to fund the Williamson County District Court Backlog Action Plan.

**Background**

**Action Item #1:** The Williamson County District Courts have a backlog of 2487 cases as of February 28, 2022.

This is a significant concern for the Courts and our ability to provide access to justice. Case age is a significant factor: 1,467 of our pending cases were filed before 3/1/2020.

We developed a two-pronged action plan to address both the number and the age of backlogged cases:

*Strategy 1: Expedited Trial Docket* -- this Expedited Trial Court will increase trial capacity by holding one criminal and one civil jury trial each month, and related docket days each non-trial week.

*Strategy 2: Impact Docket* -- the Impact Docket will increase the speed of case resolution by providing 2 days per week of docket time for uncontested matters (i.e. civil/family dispositions, pleas, and agreed sentencings). By moving uncontested matters to the Impact Docket, the regular trial courts can focus on matters that are contested and require their attention.

**Action Item #2:** 13% of pending cases involve one or more self-represented litigants. Because of the involvement of individuals who lack formal training in the law, these matters often use more court time and resources than the ordinary case.

*Strategy:* We propose creating a Self Represented Litigants Clinic staffed by provisional practice law students to assist self-represented parties as they prepare their uncontested matters for presentation at the impact docket. These law students would be supervised by an attorney.

The grant application is intended to fund these two action items.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Grant Mgmt Request

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Ronald Morgan

Final Approval Date: 05/26/2022

**Reviewed By**

Becky Pruitt

**Date**

05/26/2022 09:36 AM

Started On: 05/25/2022 12:09 PM

Grant Title/Project Name:	Office of Court Administration -- District Court Backlog Grant
Department:	Williamson County District Courts
Requestor:	Ronald Morgan
Contact Email:	ronald.morgan@wilco.org
Contact Phone Number:	ronald.morgan@wilco.org
Start Date:	7/1/2022
End Date:	12/31/2024
Please select request category:	Asset, Personnel, Service
Describe the purpose of the grant in detail to include all requirements.	<p><b><u>Action Item #1</u></b>  The Williamson County District Courts have a backlog of 2487 cases as of February 28, 2022. This is a significant concern for the Courts and our ability to provide access to justice.</p> <p>Case age is a significant factor: 1,467 of our pending cases were filed before 3/1/2020, including: 788 Criminal Cases, 474 Civil Cases, and 704 Family Cases. This represents 17% of the total docket.</p> <p><b><i>Action Plan</i></b>  We developed a two-pronged action plan to address both the number and the age of backlogged cases.</p> <p><b><i>Strategy 1: Expedited Trial Docket.</i></b>  We will reduce pending felony and civil cases utilizing an Expedited Trial Docket.  Ideally a specific senior judge will manage this Expedited Trial Court. The court will hold one criminal jury trial and one civil jury trial each month. This Court would also have two criminal docket days and one civil docket day each week during non-trial weeks to hear motions, summary judgments and otherwise resolve cases. The plan results in 21 additional jury trials and 100 additional District Court docket days in the year between July 2022 and June 30, 2023. This Expedited Trial Court will result in (a) more cases being tried to a jury; and (b) more cases being resolved short of trial because of the real likelihood of being reached on a trial docket. The Expedited Trial Court will serve all District Courts and all case types.</p> <p><b><i>Strategy 2: Impact Docket.</i></b>  We will reduce the backlog by creating an Impact Docket to increase the speed of case resolution. When a matter is ripe for resolution (i.e. uncontested disposition, plea or sentencing), there is often a delay in getting set on the Court docket due to previously scheduled matters. Using a Senior Judge/Retired Judge, we will hold an additional 2 full days (or equivalent) each week each week for uncontested matters. This would make 100 court days available for pleas and sentencings in criminal cases, divorce prove-ups, self-represented case management, discovery issues, status hearings, and uncontested civil matters. The Impact Docket will allow for contested matters to be the focus of the trial courts' attention by diverting matters that may be handled by any Judicial Officer to this docket.</p> <p><b><i>Goal for Change</i></b>  Using the plans set forth above, we will set a goal of resolving the backlog (2,487 cases) by December 2024.</p> <p>July 2022 through December 2023: Our attainable goal is to reduce the docket by 1,380 cases (or 55.5% of the backlog). Included in that calculation is resolution of roughly 30% of the cases that have been pending since before 2021 (440 cases).</p> <p>January 2024 through December 2024: Our attainable goal is to reduce the docket by a further 1,107 cases (or 44.5% of the backlog). This would</p>

result in the total resolution of the backlog that has accumulated during COVID-19. Included in that calculation is resolution of an additional 30% of the cases that have been pending since before 2021, or 440 cases, resulting in the disposition of 60% of all cases pending since before 2021.

Our goal is to be rid of the entirety of the backlog by December 2024.

**Action Item #2**

Of the 8,243 pending cases in Williamson County District Courts, almost 13%, (1,069 cases), involve one or more self-represented litigants. Because of the involvement of individuals who lack formal training in the law, these matters often use more court time and resources than the ordinary case.

***Action Plan***

In Action Item #1, we proposed using an Impact Docket for a variety of uncontested matters. This impact docket could be utilized to assist with self-represented case resolutions.

In addition to the resources needed to staff the Impact Docket, we propose a partnership with the law schools at the University of Texas and Baylor University where provisional practice law students can work with self-represented parties to prepare uncontested matters for presentation at the impact docket. The plan is to set two to three half day sessions of "office hours" per month for the provisional practice law student(s) to work with the self-represented parties and the cases would be set on the impact docket at that afternoon's setting.

Each academic year of the program (September to April), the plan is to have 24 half-day office hours sessions, staffed by two students per session. The cases would be reviewed and cleared for court by the law students in the morning session, proceeding to the Impact Docket that same afternoon. This schedule would minimize the time commitment of both the students and the self-represented litigants. Oversight will be provided by Supervising Attorneys, who will also be compensated.

***Goal for Change***

We project each office-hour session is able to prepare 5 self-represented litigants for the Impact Docket. This would resolve over 11% of our pending self-represented litigant cases (120 cases) within 1 year.

Select the type of grant your department is applying for:	State
What is the amount of the grant?	\$1,794,792.45
Please provide a breakdown of the total cost above.	Personnel (FTE & Compensation for Self Represented Litigant Clinic): \$1,098,971.45 IT Assets/Licenses: \$70,821 Funds for Indigent Defense: \$625,000
Is there a match requirement?	No
What is the source of the match?	n/a
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	n/a
What is the plan to obtain grants/funds for the remaining amount?	OCA has separate funds set aside for visiting judge time, which is not included in this request. OCA will calculate and fund the visiting judge

	expenses.
List other similar assets in the County and/or region and if they are available for use?	n/a
How is this asset request different from any similar assets currently in the County and/or region?	n/a
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	n/a
How often do these events occur?	n/a
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?	n/a
Where will the asset be stored?	n/a
What is the useful life of the asset?	n/a
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.)?	n/a
Does this asset require insurance coverage?	No
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	n/a
How will this asset be funded when the grant ends?	There will be no need for funding, as the backlog will be cleared.
What is the impact if the grant is not received?	A backlog will exist in the courts for a longer period of time.
New Personnel position is:	Full Time
Where will this position office?	Justice Center --we project that we will utilize space currently occupied by Regional Presiding Judge and current District Court offices.
Who will this position report to?	Generally, the personnel will report to the Local Administrative District Judge, and routine oversight will be provided by the Director of District Court Administration
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	<p><b>The Court Administrator will:</b></p> <ul style="list-style-type: none"> <li>• Manage the dockets for the Expedited Trial Docket Court</li> <li>• Manage the dockets for the Impact Docket</li> <li>• Set hearings</li> <li>• Perform data entry</li> <li>• Serve as administrative support to the f/t and p/t judicial officers staffing the two dockets.</li> </ul> <p><b>Full Time Court Reporter will:</b></p> <ul style="list-style-type: none"> <li>• Serve as Official Court Reporter for the Expedited Trial Docket,</li> <li>• Transcribe Hearings</li> <li>• Transcribe Trials</li> <li>• Transcribe jury selection</li> </ul>



	<ul style="list-style-type: none"> <li>• Swear in Witnesses</li> <li>• Receive evidence</li> <li>• Produce and certify records</li> </ul> <p><b>Part Time Court Reporter will:</b></p> <ul style="list-style-type: none"> <li>• Serve as Official Court Reporter for the Impact Docket,</li> <li>• Transcribe Hearings</li> <li>• Swear in Witnesses</li> <li>• Receive evidence</li> <li>• Produce and certify records</li> </ul> <p><b>Deputy District Clerk will:</b></p> <ul style="list-style-type: none"> <li>• Attend court</li> <li>• Manage clerk's record of cases assigned</li> <li>• Receive and file documents</li> <li>• Certify filed documents</li> <li>• Create and distribute documents related to the disposition of cases</li> </ul>
Will this position take over tasks from current County employee?	Yes
If yes, please explain the impact to current employee.	The intent of these positions is to reduce the current backlog of cases in the Williamson County District Courts. Accordingly, they will perform duties that are currently performed by Court Administrators, Court Reporters, and Deputy District Clerks in the trial court. Because these positions are designed to give extra bandwidth to the Courts, they will mirror the work of other, similarly-titled staff.
How will this position be funded when the grant ends?	n/a -- this is a limited purpose grant designed to eliminate the current case backlog. We project that the backlog will be cleared when the grant is concluded.
Does this position or a similar position currently exist within the department?	Yes
If "yes" how many of these similar positions exist	5 Court Administrators, 5 Court Reporters (one for each existing District Court)
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	<p>We have explored technological options, however we believe that, other than some modifications to Odyssey which are roughly 18 months off (implementing Case Plan system), we have maximized technological solutions. We are now at the point where case resolution is going to depend on 'manual' (i.e. non-technological) techniques, which may only be accomplished by people.</p> <p>Accordingly, we examined changes in business practices, including the possibility of using existing Court Reporters, Court Administrators, and assigning Associate Judges to perform duties noted, however because of the workload of existing staff, this is not possible.</p>
Describe how workload will be accomplished/re-allocated should grant not be approved.	The courts will continue to work through their dockets and it will take a longer period of time to eliminate the case backlog. This will accelerate the need to add a 7th District Court in Williamson County.
List other similar items in the County and/or region and if they available for use?	n/a
How is this item request different from any similar assets currently in the County and/or region?	n/a
What types of events/purpose would this item be	n/a

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?	n/a
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	n/a
Where will the item be stored?	n/a
What is the useful life of the item?	n/a
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	Yes
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	n/a
How will this item be funded when the grant ends?	n/a -- There will be no need for funding, as we project that the backlog will be cleared when the grant is concluded.
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	Expense reduction will be realized through reducing the district court case backlog, which will impact jail bed days used and which will result in added efficiency in the justice system.
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	We will need to work to identify locations for Court to be held as well as space for the Judge(s) and Court Staff to work. The Director of District Court Administration will work on this with Facilities on behalf of the Courts.
What is the cost and frequency to maintain/update the additional equipment?	n/a
What is the impact of this grant application on other internal/county departments?	Our request includes 1 FTE for the District Clerk's Office. It is possible that this grant could impact the Sheriff's Office and the DA's Office.
If yes, what is the estimate of that license fee?	Software licenses are included in the grant funding request
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	
ID	88
Version	8.0
Attachments	False
Created	5/20/2022 2:40 PM
Created By	Ronald Morgan
Modified	5/25/2022 2:43 PM
Modified By	Ronald Morgan

**Commissioners Court - Regular Session**

**32.**

**Meeting Date:** 05/31/2022

Tax Collection Agreement

**Submitted For:** Larry Gaddes

**Submitted By:** Judy Kocian, County Tax Assessor  
Collector

**Department:** County Tax Assessor Collector

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Williamson County Municipal Utility District No. 19F and the County of Williamson, Texas.

**Background**

Under provisions of Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector, shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The three original documents of the Tax Collection Agreement with the Williamson County MUD No. 19F require the County Judge's signature and the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and require the County Judge's signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

WC MUD No.19F

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 05/25/2022

**Reviewed By**

Becky Pruitt

**Date**

05/25/2022 11:39 AM

Started On: 05/25/2022 11:32 AM

**THE STATE OF TEXAS                    §            TAX COLLECTION AGREEMENT**  
**§**  
**COUNTY OF WILLIAMSON               §**

WHEREAS, the Williamson County Municipal Utility District 19F and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the Williamson County Municipal Utility District 19F , a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for the annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

C. Any information required to be posted on a website of the Jurisdiction per Chapter 26 of the Property Tax Code shall be the responsibility of the Jurisdiction. The Jurisdiction shall provide the County information as necessary to timely comply with the requirements specified by Chapters 26.16 and 26.17 of the Texas Property Tax Code.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County

sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor/Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year.** In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate via a duly executed order or ordinance, failing to comply with statutory requirements regarding truth-in-taxation, or a successful rollback election and causing the County to not meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty, and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor/Collector annually. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about May 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor/Collector to assure proper performance of the tax-collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.



8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supersedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

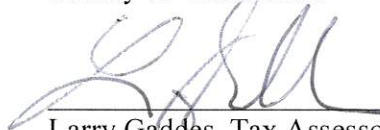
11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by the authority of the governing bodies of the respective parties hereto.

Executed May 17, 2022.

COUNTY OF WILLIAMSON

\_\_\_\_\_  
Bill Gravell, County Judge  
County of Williamson



\_\_\_\_\_  
Larry Gaddes, Tax Assessor/Collector,  
County of Williamson



\_\_\_\_\_  
Sean Mills, President  
Williamson County Municipal Utility District 19F



**RESOLUTION AUTHORIZING  
AGREEMENT WITH THE COUNTY OF  
WILLIAMSON FOR COLLECTION OF TAXES**

WHEREAS, the Williamson County Municipal Utility District 19F desires to levy an ad valorem tax in each fiscal year; and

WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the Williamson County Municipal Utility District 19F finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE Williamson County Municipal Utility District 19F THAT:

The President of Williamson County Municipal Utility District 19F is hereby authorized and directed to enter into a contract on behalf of the District with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors on the 17<sup>th</sup> day of May, 2022.



\_\_\_\_\_  
Sean Mills, President  
Williamson County Municipal Utility District 19F

**Commissioners Court - Regular Session**

**33.**

**Meeting Date:** 05/31/2022

Approval of Award for RFP #22RFP80 Wrecker Management and Dispatch Services to AutoReturn US, LLC for Sheriff Office

**Submitted For:** Joy Simonton

**Submitted By:** Brenda Fuller, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on awarding Wrecker Management and Dispatch Services to AutoReturn US, LLC under RFP #22RFP80 and authorizing the execution of the agreement.

**Background**

Williamson County sent out over 1,711 vendor invitation notifications with nineteen (19) document takers and two (2) vendors submitting responses. Initial term is thirty-six (36) months with options for two (2) additional twelve (12) month renewals. Tow companies on rotation will be dispatched by AutoReturn and will complete a tow on behalf of the County. Tow companies shall charge the customer the AutoReturn administration fee in the amount of Twenty-Five and No/100 Dollars (\$25.00) in addition to the towing charges. Twenty- Two and No/100 Dollars (\$22.00) of this administration fee shall be paid to AutoReturn from the towing companies on a monthly basis. No payments shall be made from the County to AutoReturn and the County shall not receive any funds from AutoReturn. Legal, Audit and Budget have reviewed this project which will begin in FY22. Department point of contact is Kenneth Tackett and Erik Krause.

**Fiscal Impact**

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

**Attachments**

Recommendation Letter  
agreement  
Scoring Summary

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Brenda Fuller  
Final Approval Date: 05/26/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

05/26/2022 09:53 AM  
05/26/2022 10:27 AM  
Started On: 05/20/2022 08:37 AM



# WILLIAMSON COUNTY SHERIFF'S OFFICE

**MIKE GLEASON, SHERIFF**  
KENNETH E. EVANS, UNDERSHERIFF

508 S Rock St. Georgetown, TX 78626

James Carmona, Chief - Special Operations Bureau  
Kathleen Pokluda, Chief - Corrections Bureau

Patrick Erickson, Chief - Law Enforcement Bureau  
Rebecca Rodriguez, Chief of Staff

To: Purchasing  
From: Erik Krause, Impound Officer – Williamson County Sheriff's Office  
Subject: 22RFP80 – RFP Wrecker Management and Dispatch System  
  
Re: RFP Evaluation

An RFP was advertised in Bonfire for Wrecker Management and Dispatch System. In response to Solicitation 22RFP80 the Purchasing Department received two (2) proposals desiring to provide Wrecker Management and Dispatch System's for Williamson County.

The Evaluation Committee, with Purchasing Department overview, reviewed the proposals.

After reviewing the proposals and considering the pricing, Auto Return is the best overall selection for the Wrecker Management and Dispatch System for Williamson County.

The Williamson County Sheriff's Office recommends that Auto Return be awarded the Wrecker Management and Dispatch System contract for Williamson County. - Solicitation 22RFP80.

Thank you,

Erik Krause  
Impound Officer  
Williamson County Sheriff's Office

**WILLIAMSON COUNTY, TEXAS AGREEMENT  
FOR TOWING MANAGEMENT AND LOGISTIC SERVICES  
WITH  
AUTORETURN US, LLC**

**THE STATE OF TEXAS** §  
§  
**WILLIAMSON COUNTY, TEXAS** § **KNOW ALL BY THESE PRESENT:**

That this Agreement for Towing and Impound Services (referred to herein as the “Agreement”) is made and entered to be effective as of the date of the last party’s execution below, by and between Williamson County, Texas, a political subdivision of the State of Texas, acting herein by and through its governing body, whose offices are located at 710 Main St., Georgetown, Texas 78626 (referred to herein as “County”), and AutoReturn US, LLC, whose address is 9440 W. Sahara Avenue, Suite 215, Las Vegas, Nevada 89117 (referred to herein as “AutoReturn”). This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

**RECITALS:**

**WHEREAS**, County has issued 22RFP80 – RFP Wrecker Management and Dispatch System (“RFP”) and County has selected AutoReturn as the most advantageous to the County and now desires to enter into an agreement for exclusive towing management and logistic services for all County-initiated tows and impound services (Tow Management Services); and

**WHEREAS**, AutoReturn desires to be the exclusive provider of Tow Management Services; and

**WHEREAS**, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

**NOW, THEREFORE, WITNESSETH:**

That for and in consideration of the mutual promises contained herein, the parties mutually agree as follows:

**1.01 DEFINITIONS**

A. **Agreement** shall mean this mutually binding legal contract between County and AutoReturn whereby AutoReturn is obligated to provide specified services and perform specified obligations, and County is obligated to perform specified obligations.



B. **County** shall mean Williamson County, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Services** means work performed by AutoReturn to comply with promised delivery dates, specifications and technical assistance specified herein.

## **2.01 EFFECTIVE DATE, DURATION, AND TERM**

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

B. The term of this Agreement is for thirty-sixty (36) months from the effective date hereof. After the initial thirty-six months, the parties may renew this agreement for two (2) additional one-year terms upon a written addendum for each renewal period.

C. County reserves the right to terminate this Agreement as set forth in Section 11.01.

## **3.01 CONTRACT DOCUMENTS AND EXHIBITS**

The services which are the subject matter of this Agreement are attached hereto and incorporated herein as follows: 1) EXHIBIT "A": 22RFP80 – RFP Wrecker Management and Dispatch System; 2) EXHIBIT "B": AutoReturn Proposal Response to RFP; and 3) this Agreement, together comprise the Contract Documents.

In the event a dispute arises between terms and conditions of: 1) this Agreement; (2) Williamson County Request for Proposal #22RFP80; and (3) AutoReturn's Response to Williamson County Request for Proposal #22RFP80, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) terms and conditions of Williamson County Request for Proposal #22RFP80; (2) AutoReturn's Response to Williamson County Request for Proposal #22RFP80; and (3) this Agreement.

## **4.01 SCOPE OF WORK**

AutoReturn shall satisfactorily complete all services described in the Contract Documents.

This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

## 5.01 COMPENSATION

AutoReturn shall manage on behalf of the County through its proprietary software (“ARIES/DISPATCH” as described in Exhibit “B”) all County-initiated tows. In consideration for its services, for the duration of this Agreement, AutoReturn shall have the right to collect an Administration Fee from all County-initiated tows. Tow companies dispatched by AutoReturn to complete a tow on behalf of the County, shall charge the customer an Administration Fee in the amount of Twenty-Five and No/100 Dollars (\$25.00) in addition to the towing charges. Twenty-Two and No/100 Dollars (\$22.00) of this Administration Fees shall be paid to AutoReturn from the towing companies on a monthly basis. No payments shall be made from the County to AutoReturn and the County shall not receive any money from AutoReturn.

All prices offered herein shall be firm against any adjustment for one (1) year from the effective date of the Agreement. Prior to commencement of each anniversary date, the AGENCY will make all reasonable efforts to make a price adjustment based on the increase in the Consumer Price Index in place exactly ninety (90) days prior to each anniversary date compared to the Consumer Price Index exactly ninety (90) days prior to the effective date of the Agreement.

For purposes of this Section, “Consumer Price Index” shall mean the Consumer Price Index-All Urban Consumers-US-All Items, Not Seasonally Adjusted (CPI -U), as published by the United States Department of Labor, Bureau of Labor Statistics. In the event where the CPI is a negative value, at no time will the County adjust below current pricing.

## 6.01 GRATUITIES AND BRIBES

County may, by written notice to AutoReturn, cancel this Agreement without liability to AutoReturn if it is determined to County that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by AutoReturn or its agents or representatives with respect to the performance of this Agreement. In addition, AutoReturn may be subject to penalties stated in Title 8 of the Texas Penal Code.

## 7.01 COUNTY’S REPRESENTATIVE

County hereby designates the following representative authorized to act in its behalf with regard to this Agreement.

Sheriff or designee  
\_\_\_\_\_  
508 S. Rock St.  
\_\_\_\_\_  
Georgetown, TX  
\_\_\_\_\_  
78626  
\_\_\_\_\_

## 8.01 INSURANCE

AutoReturn shall meet all of the County’s Insurance Requirements as set forth in the RFP (Exhibit A).

## **9.01 RIGHT TO ASSURANCE**

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

## **10.01 DEFAULT**

If AutoReturn abandons or defaults under this Agreement and is a cause of County purchasing the specified services elsewhere, AutoReturn agrees that it will not be considered in the advertisement of the services and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

AutoReturn shall be declared in default of this Agreement if it does any of the following:

- A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

## **11.01 TERMINATION AND SUSPENSION**

A. County has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon One Hundred Twenty (120) days' written notice to AutoReturn.

B. In the event of any default by AutoReturn, County has the right to terminate this Agreement for cause, upon thirty (30) days' written notice to AutoReturn.

C. AutoReturn has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by County, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event County terminates under subsections (A) or (B) of this section, the following shall apply: Upon County's delivery of the referenced notice to AutoReturn, AutoReturn shall discontinue all services in connection with the performance of this Agreement.

## **12.01 INDEMNIFICATION**

AutoReturn shall defend (at the option of County), indemnify, and hold County, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of AutoReturn, or AutoReturn's agents, employees or subcontractors, in the performance of AutoReturn's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of County or AutoReturn (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

## **13.01 COMPLIANCE WITH LAWS, COUNTY REGULATIONS AND POLICIES**

A. AutoReturn, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the County Regulations and Policies of Williamson, County, Texas, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of AutoReturn verifies AutoReturn does not boycott Israel and will not boycott Israel during the term of this Agreement.

## **14.01 ASSIGNMENT AND DELEGATION**

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

## **15.01 NOTICES**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement;  
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

**Notice to AutoReturn:**  
AutoReturn US, LLC  
9440 W. Sahara Avenue, Suite 215  
Las Vegas, Nevada 89117

**Notice to County:**  
Williamson County  
Attn: County Judge  
710 Main St.  
Georgetown, TX 78626

**With Copies to:**  
Williamson County Sheriff  
508 S. Rock St.  
Georgetown, TX 78626

#### **16.01 APPLICABLE LAW; ENFORCEMENT AND VENUE**

This Agreement shall be enforceable in Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

#### **17.01 EXCLUSIVE AGREEMENT**

This document, and all appended documents, constitutes the entire Agreement between AutoReturn and the County. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the County Council.

#### **18.01 DISPUTE RESOLUTION**

County and AutoReturn hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

#### **19.01 SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a



provision which is of the essence of this Agreement be determined void.

## **20.01 MISCELLANEOUS PROVISIONS**

**Standard of Care.** AutoReturn represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

**Time is of the Essence.** AutoReturn understands and agrees that time is of the essence and that any failure of AutoReturn to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. AutoReturn shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to County due to AutoReturn's failure to perform in these circumstances, County may pursue any remedy available without waiver of any of County's additional legal rights or remedies.

**Force Majeure.** Neither County nor AutoReturn shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects.

**Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

**Confidentiality.** The parties recognize and understand that County is subject to the Texas Public Information Act and its duties run in accordance therewith.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties have duly executed this Agreement.


**WILLIAMSON COUNTY, TEXAS**

**By:**  
**Printed Name:**  
**Title:**  
**Date Signed:**

**FOR COUNTY, ATTEST:**

**By:**  
**Printed Name:**  
**Title:**  
**Date Signed:**

**AUTORETURN US, LLC**

**By:**   
**Printed Name:** Raymond Krouse  
**Title:** Raymond Krouse  
**Date Signed:** May 19, 2022

**EXHIBIT "A": 22RFP80 – RFP Wrecker Management  
and Dispatch System**  
(Attached)

**Williamson County  
Wrecker Management and Dispatch System**

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**Section 1**

**General**

1. Background/History

**Section 2**

**Statement of Work**

1. Introduction
2. Agreement Term
3. Respondent Qualifications
4. Program Requirements
5. Scope of Work
6. Compensation
7. References
8. Evaluation Criteria

# Williamson County Wrecker Management and Dispatch System

## Section 1 General

Williamson County, Texas, herein after "WILCO," is soliciting requests for proposals to enter into an agreement with a qualified Individual, Firm, or Corporation, herein referred to as "Respondent," to be the provider of Wrecker Management and Dispatch System for all WILCO incident tows. An "incident tow" is defined for the purpose of this RFP as a non-consent tow of a vehicle in which the wrecker is summoned by a peace officer because of a traffic accident or due to arrest or other law enforcement action.

WILCO is soliciting offers under the guidelines provided with the authority through Texas Local Government Code, Chapter 262. All proposals must meet the requirements outlined in this RFP to be considered for evaluation by the County (WILCO).

1. **BACKGROUND/HISTORY:** Pertaining to this RFP for wrecker management and dispatch system, the Williamson County Sheriff's Department operates a 24/7 emergency communication system that currently uses a rotational wrecker system for non-consent tows. Vehicles towed under this system range approximately from five to 25 vehicles per day. These numbers may differ based on weather conditions, time of year and emergency services requested.

WILCO and the Sheriff established and maintains the wrecker rotation list which qualified wrecker services are rotated on a per-call basis. These wreckers must meet all the requirements set forth in Texas Department of Licensing and Regulations. If WILCO selects a provider to provide wrecker management and dispatch system for all incidents related to non-consent tows, this rotation list will be transferred to the awarded provider. WILCO will continue to use this transferred rotation on the new wrecker management and dispatch system.

- 1.1 **Purpose:** WILCO is seeking a Respondent to provide a system that will use modern technology to dispatch and manage impound services to accomplish the goals as follows:

Reduce the amount of time law enforcement officers and emergency communications staff spend on managing wreckers and put their services to better use.

Provide successful technology and operations, including centralized dispatching for WILCO's non-consent tow rotation, and real-time tracking of vehicle locations and towing status

Create a more efficient system which quickly clears roadways with a one point of contact for tow request and records management.

Provide Deputies with the ability to request tows from their mobile devices, which can include, but are not limited to, laptops, MDT's, cellular devices, etc.

Provide the citizens of WILCO with one point of contact for reliable information on towed/stored vehicles, which includes locations of the vehicle, costs, and information on

how to obtain a release.

Must provide strong customer service to both the citizens of WILCO, tow companies and the Williamson County Sheriff's Department.

Must have the ability to assist with Williamson County Sheriff's Department with the enforcement of current laws regarding the licensing of tow trucks, vehicle storage facilities and record management.

Must provide objective, consistent reporting and 24/7 access to enrolled tow companies and records pertaining to all vehicles towed/stored with the Williamson County Sheriff's Department.

Must have or implement clear policies and procedures that protect the Williamson County Sheriff's Department.

The record management system must be able to be access 24/7 and provide WILCO with the ability to make sure billing and costs coincide with the rules and regulations of the non-consent tow agreements.

Ensure compliance with all State of Texas laws and regulations and statutory requirements.

Must be able to provide automated reporting of all tows, to include those not towed under this contract.

**Objective:** WILCO is seeking an individual, firm, or corporation to be the provider of wrecker management and dispatch system services for incident tows on an as-needed basis. The selected individual, firm, or corporation shall have a contract with an impound yard in a response zone within Williamson County. Services set forth herein will be performed at no cost to WILCO, and Respondent will have the right to collect third-party fees related to the towing and impound services.



## Section 2 STATEMENT OF WORK

1. **Introduction:** This request for proposals (RFP) describes the information for the Respondent to provide services which shall include, but are not limited to, the requirements contained herein. Services set forth that contain the words “will,” “must” or “shall” are mandatory and shall be provided as specified with no alteration, modification, or exception unless an alteration, modification or exception would enhance the services provided to WILCO. All alterations, modifications or exceptions to any requirement shall be clearly noted by the Respondent. Services set forth that contain the words “may,” or “can,” allow Respondents to offer alternatives to the way the services are described in the RFP.
  
2. **AGREEMENT TERM:** The terms of the awarded Agreement shall include, but limited to, the following:
  - 2.1 The term of this initial Agreement is estimated to begin at the time of Award by Commissioners Court and shall remain in full force for sixty (60) months or five (5) years.
  - 2.2 WILCO reserves the right to review the awarded Respondent’s performance any time during the Agreement term.
  - 2.3 If the Respondent fails to perform its duties in a reasonable and competent manner, WILCO shall give written notice to the Respondent of the deficiencies and the Respondent shall have seven (7) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the seven (7) day notice, WILCO may terminate the agreement by giving the Respondent written notice of termination and the reason for termination.
  - 2.4 If the Agreement is terminated, for any reason, the Respondent shall turn over all records to WILCO within fifteen (15) working days after completion of duties contained in the Agreement.
  - 2.5 WILCO shall have the right to terminate this Agreement, in whole or in part, for convenience and without cause at any time upon ninety (90) days written notice to the Respondent.
  
3. **RESPONDENT QUALIFICATIONS:** WILCO has established the following minimum qualifications. Respondents that do not meet the minimum qualifications will not be considered for the award. The Respondent will provide explanation of the following:
  - 3.1 Tow wrecker management system that can receive and send data through hosted web application to endpoints, including but not limited to, computer and phone.
  - 3.2 The proposed solution will work in conjunction (not integrated) with the county’s CAD system and provide dispatchers with ease of access in assigning and monitoring tows in the rotation. This should include GPS tracking in real time.
  - 3.3 Provide technology that is compliant with all applicable legal mandates. Complete attached Technology Project Requirements.
  - 3.4 24/7 customer support and administrative access with the ability to add, remove or alter the current rotation of wreckers.
  - 3.5 Have a satisfactory record of integrity and ethics; and
  - 3.6 Wrecker management system customized to the requirements for the Williamson County Sheriff’s Department.

**4. PROGRAM REQUIREMENTS:** WILCO is requesting, at a minimum, the following based upon the criteria listed:

- 4.1 Staffing: 24/7 technical and customer support
- 4.2 Account Management: Ability to manage all aspects of the wrecker management system and provide the Williamson County Sheriff's Department with access to all aspects of the management system pertaining to WILCO.
- 4.3 Reporting: 24/7 access to all records pertaining to tows, tow billing and all other related documentation as requested by WILCO.
- 4.4 Legal Requirements: It shall be the responsibility of the Respondent to be knowledgeable of all Federal, State and Local Laws, ordinance, rules, and regulations that in any manner affect the services covered herein which may apply.

**5. SCOPE OF WORK:** The RFP is to establish the scope of work and requirements to enter into an agreement with a qualified wrecker management service that is capable of being the exclusive services provider to WILCO for incident and impound services. The Respondent, at its expense, shall furnish all equipment, labor, tools, supplies, transportation, insurances, facilities, and any other expenses necessary to fully perform all aspects and phases of this RFP. The successful Respondent shall meet or exceed the requirements as specified herein.

**5.1 Definitions**

- a. Sheriff shall mean the duly elected Sheriff for Williamson County, or the person designated by him/her to act in his stead.
- b. WILCO shall mean Williamson County, Texas.
- c. Sheriff's Department shall mean the department located at 508 S. Rock Street, Georgetown, Texas.
- d. Consent Tow shall mean any tow of a motor vehicle/vessel initiated by the owner or operator of the vehicle/vessel or by a person who has possession, custody, or control of the vehicle/vessel. The term does not include a tow, or a vehicle/vessel initiated by a peace officer.
- e. Heavy Duty Tow shall mean towing a vehicle/vessel with a gross weight over 25,00 pounds.
- f. Impounded Vehicle/Vessel shall mean a vehicle/vessel brought into the facility due to law enforcement action that is neither evidence nor a seizure.
- g. Incident Tow is a non-consent tow of a vehicle/vessel in which the wrecker is summoned by a law enforcement officer because of a traffic accident or due to an arrest or other law enforcement action.
- h. Light Duty Tow shall mean towing a vehicle/vessel with a gross vehicle weight of 10,000 pounds or less.
- i. Medium Duty Tow shall mean towing a vehicle with a gross vehicle weight over 10,000 pounds but less than 25,000 pounds.
- j. Non-Consent Tow shall mean any tow of a vehicle/vessel that is not a consent tow.
- k. Sheriff's Department shall mean the Williamson County Sheriff's Department and its deputies, authorized employees, and agents.

- I. State shall mean the State of Texas.
- m. Vehicle Owner shall mean a person:
  - (1) Legal or registered owner of the vehicle.
  - (2) Permission from legal or registered owner.
  - (3) who holds the vehicle/vessel through a lease agreement
  - (4) who is a lienholder holding an affidavit or repossession and entitled to repossess the vehicle/vessel.

6. **COMPENSATION:** Respondent shall explain and perform all incident tows on behalf of WILCO at no cost to WILCO. Compensation for the Wrecker Management and Dispatch System shall be contractual between the Respondent and those contracted tow companies with WILCO.

7. **REFERENCES:** Provide at least three industry related references showing experience with your wrecker management system.

8. **Evaluation Criteria**

Comprehensive Management Computer System	40 Points
Customizable to WILCO Dispatch	40 Points
References	10 Points
Compensation	10 Points

**EXHIBIT “B”:** AutoReturn Proposal Response to  
RFP  
**(Attached)**

Response to request for proposals from

**Williamson County, Texas**

To provide services of

**Wrecker Management and Dispatch System**

Submitted by



**AutoReturn**

AutoReturn US, LLC  
9440 W. Sahara Ave., Suite 215  
Las Vegas, NV 89117  
415-575-2340

[www.autoreturn.com](http://www.autoreturn.com)

Proposal Due Date: April 25, 2022  
RFP No. 22RFP80





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## GENERAL

### 1.1 OBJECTIVE

AutoReturn understands the objective that WILCO is seeking an individual, firm, or corporation to be the provider of wrecker management and dispatch system services for incident tows on an as- needed basis. The selected individual, firm, or corporation shall have a contract with an impound yard in a response zone within Williamson County. Services set forth herein will be performed at no cost to WILCO, and Respondent will have the right to collect third-party fees related to the towing and impound services.

AutoReturn will work with existing contracted tow companies for incident tows and will extend the ARIES/Dispatch and ARIES/Impound modules to each company as well as the Sheriff's Office for evidentiary impounds.

## 2 STATEMENT OF WORK

### 2.1 INTRODUCTION

AutoReturn understands the requirements set forth in the Introduction section.

### 2.2 AGREEMENT TERM

AutoReturn understands and accepts the terms set forth in the Agreement Term section of the RFP.

### 2.3 RESPONDENT QUALIFICATIONS

#### 2.3.1 TOW WRECKER MANAGEMENT

The AutoReturn Integrated Enterprise System (ARIES) is a flexible component-based system that manages the entire lifecycle of a tow and provides comprehensive reporting. There is nothing on the market that comes close to its capabilities. ARIES is built to specifically address municipal towing and maximize efficiency within a network of independent local tow operators. ARIES components are either commercially available products (e.g., 8X8 IP-based call center) or custom developed applications (e.g., ARIES/Dispatch, our GPS-enabled automated dispatch system). The flexible system architecture means ARIES components are interchangeable depending on the needs of our clients. For AutoReturn clients, this means no additional effort is required, and no surprises occur during implementation.

Timely and reliable communications between field officers, dispatchers, tow companies, and tow truck operators (“TTOs”) are an essential part of the AutoReturn towing management solution. Recognizing the importance of these communications and in keeping with our objective of optimizing the towing resources deployed in the field, AutoReturn invested significant time and resources into building the most advanced tow request management and logistics system available for law enforcement towing.

**ARIES Component Architecture** – AutoReturn’s different service offerings and the unique requirements of each municipality require the use of different subsets of the capabilities that exist within ARIES. This section and the following sections provide an overview of the full range of components that are available as part of ARIES.

- **ARIES/Dispatch** – AutoReturn developed ARIES/Dispatch as a proprietary solution to support the Company’s unique electronic dispatch and towing management requirements. ARIES/Dispatch is a cloud-based, hosted solution specifically designed for use on any computer that has access to the Internet via industry-standard web browsers (Microsoft Edge, Google Chrome, Mozilla Firefox, etc.). The system can be deployed as a stand-alone tool for municipal dispatchers, or it can be integrated seamlessly with existing computer aided dispatch (“CAD”) systems and/or mobile data computer/terminal (“MDC”) solutions deployed in patrol vehicles. ARIES/Dispatch allows for electronic tow request submittal from Sheriff Department users to the licensed tow providers (“LTPs”) and even directly to the tow truck operators (“TTOs”) deployed in the field. Using GPS technology, ARIES/Dispatch

can make optimized tow assignments based on either a variety of “closest-to” algorithms or other approaches, such as zone-based or rotational assignment, depending on specific requirements. The system aids dispatchers and TTOs by using automated alerts to ensure that tow response service levels are met and allows multiple users to access the information simultaneously.

- **ARIES/ARCOM** – This module provides a central hub for a flexible range of automated communication methods with both TTOs and tow company dispatchers. Utilizing the data that is managed within ARIES/ARCOM, ARIES/Dispatch can determine which TTOs are actively on duty and available along with their current locations. Both TTOs and tow company dispatchers can receive tow requests electronically, acknowledge requests, and manage the status of tow requests in real-time. ARIES/ARCOM supports the following communication methods including options for the leading wireless communications providers such as Sprint, Verizon, and AT&T.
  - Android Smartphones - AutoReturn's proprietary Android app for GPS tracking, electronic dispatch, and field workflow management
  - iPhones - AutoReturn's proprietary iOS app for GPS tracking, electronic dispatch, and field workflow management
- **ARIES Impound (“ARIES/Impound”)** – One of the foundational blocks of ARIES is the core impound management functionality that comprises the inventory management, receipt generation, and payment processing capabilities required for administering the impound activities. AutoReturn’s ARIES/Impound is a proprietary solution that allows AutoReturn to support the varying business requirements and procedural rules that the Company encounters through our relationships with municipalities across the country. The system can be readily configured and customized to meet the unique data requirements for differing types of impound operations as well as the different business rules and workflows surrounding the life cycle of an impounded vehicle, from the point that the vehicle is impounded through the point at which the vehicle is either released to the vehicle owner or sold as an unclaimed vehicle. One of the key features of ARIES/Impound is that it can be used to support both a centralized impound operation as well as a distributed model involving separate, independent impound operators.
  - Android Smartphones and Tablets – Optimized “on the lot” inventory management capabilities utilizing wireless handheld computers with bar code and RFID scanning capabilities. These devices aid the real-time check-in of vehicles arriving at the lot as well as the ability to confirm a vehicle’s status as available for release.
- **ARIES Admin (“ARIES/Admin”)** – This web application is used to manage a range of administrative data that is important to the other parts of ARIES. For example, tow company profiles, driver lists, and smartphone provisioning for the mobile apps is managed in ARIES/Admin. Another important administrative function within ARIES/Admin is to manage all user profiles, including the permission groups and permissions that govern which features are granted to each individual user. The module also supports the “broadcast message” feature that is used to send immediate alerts to all ARIES users so that AutoReturn can communicate with all users in real-time about system maintenance events and other operational matters.

- **Industry-Leading Cloud-based Contact Center Platform** – AutoReturn’s call center processing is deployed utilizing the industry-leading 8x8 Contact Center platform (<https://www.8x8.com/products/contact-center>) that makes it easy to connect and collaborate with agents, employees, and customers. The 8x8 Solution is a highly reliable solution in the following ways:
  - Ready - no single point of failure
  - Responsive - guaranteed call quality and reliability
  - Resilient - Consistent in any condition

The AutoReturn system provides the technical redundancy needed and our multiple sites provide the redundancy through call center agents dispersed across multiple geographic sites. (Las Vegas, Indianapolis, and San Francisco).

- **Full Featured “Self-Service” Website** – AutoReturn’s website provides a wide range of useful information and tools to customers such as vehicle search capabilities, instructions on obtaining the release of vehicles, online payment of towing and storage fees, answers to frequently asked questions (“FAQs”), online claim and complaint submission, auction marketing (vehicle lists and photos), and past auctions results information.
- **Robust Real-Time Reporting** – ARIES/Reports provide a robust collection of real-time reporting capabilities that ensure the absolute transparency of AutoReturn’s operations. AutoReturn generates and delivers electronically over 100 reports on a daily, weekly, monthly, or quarterly basis. Nearly all of WILCO’s reporting requirements can be met through existing reports, with minimal programming required. Any specific reports that are unique to WILCO can be developed quickly, leveraging existing reports. The automated reports can be delivered via secure FTP file sharing websites (FTP over SSL), secure web pages (HTTPS), collaborative file sharing tools (MS SharePoint), email (including secure email), or automated fax.

### 2.3.2 CAD AND TOW MONITORING

#### *Intelligent Automated Dispatch Leveraging Smartphone Technology*

Timely and reliable communications between dispatch operators and TTOs are an essential part of the AutoReturn towing management solution. Recognizing the importance of these communications and the objective of optimizing the towing resources deployed in the field, AutoReturn invested significant time and resources into building ARIES/Dispatch, the most advanced tow request management and logistics system available in the industry.

ARIES/Dispatch is used in conjunction with AutoReturn’s proprietary Android and iPhone smartphone apps to fully leverage GPS technology. The ARIES/Dispatch mobile apps are available for free to tow companies and can be downloaded from the Google Play and Apple iTunes app stores. The ARIES/Dispatch web application provides dispatchers with a fully interactive, map-based view that can be used to pinpoint the location of a tow request based on a street address, a pair of cross streets, selecting a pre-defined standard location, or simply placing a pin on a map. The ARIES/Dispatch system geocodes the tow location to determine the latitude and longitude of the tow



location. The TTOs are required to use the ARIES/Dispatch Mobile app to log on for duty, identify the type of tow truck equipment they are driving, and to manage their breaks. The smartphone apps utilize GPS to track the location of all available TTOs continuously and in real-time. This allows ARIES/Dispatch to present dispatchers with a map that continuously refreshes to always show the location of all TTOs, including the ability to show TTO locations for any point in time from the past. When a new tow request is entered into the system, ARIES/Dispatch automatically dispatches the tow to the closest available TTO with the appropriate equipment. The closest available driver is determined based on the estimated driving time and distance.

When the TTO receives the tow request within the smartphone app, the TTO is expected to “accept” the tow as soon as they can safely do so. AutoReturn stresses that TTOs should not use their smartphone while driving. When the TTO arrives at the scene of the tow, the driver uses the smartphone app to change the status of the tow to “On Site.” As is the case with all status changes, the system captures the exact time that the TTO makes the status change combined with the TTO’s GPS location at the time that the status change is made. This real-time capture of the status change combined with the TTO’s real-time location allows AutoReturn to track response times accurately in a way that verifies the actual location of the tow truck.


Every time a TTO reports on site for a tow, the system validates that the TTO’s current location is truly at the location of the tow request. Any instances of a TTO reporting on site at a location that is not at the tow location are flagged as an exception for reporting purposes. This is just one example of the types of exceptions tracked within ARIES/Dispatch. Others include TTOs not accepting tows dispatched to them when they appear as available, TTOs not completing tow requests that they accept, TTOs arriving too late to meet the required response time, TTOs spending an inordinate amount of time at the tow location, etc.

After the vehicle has been loaded on the tow truck, the TTO changes the status to “in tow” to indicate that the tow has been initiated. The final status change occurs when the TTO changes the status to “cleared” after the vehicle has been off-loaded at the storage facility.

ARIES/Dispatch also supports other dispatch methodologies, such as rotations, zone-based assignments, or some combination of these. ARIES is flexible and can be configured to meet the County’s exact needs.

The diagrams on the following pages illustrate the electronic dispatch capabilities of ARIES/Dispatch, the core dispatch management component within ARIES.

## ARIES/Dispatch Home Screen Showing Active Tow Requests and Drivers



ARIES / Dispatch

SF-CA: 1:28:07 PM

jmillier

Menu

---

**Dispatch**

**Alerts**

Region: BCO-MD

Tow #: 133311039

Message: Response time is approaching

Active Tows Filter: [Dropdown]

Report #	Account	Reason	Equipment	Vehicle Info	License	Location
<b>Region: BCO-MD</b>						
133311039	BCPD	ACCIDENT	REGDUT	HOND CIVIC...	3AJ1533 MD	reisterstown road, cross... Amanda Shenberger PAB A-1443726915 Accepted-04-13 PM 04:32 PM
<b>Region: IN-IN</b>						
20131127A0035	MIPD	POLICE TOW	REGDUT	CHEV MALBU		8115 E WASHINGTON Martin Willis HXWS A-13177170864 In Tow-04:00 PM 03:37 PM
20131127A0036	MIPD	POLICE TOW	REGDUT	DODG RED 4D 305AJH IN OLDS AURORA VY8936 IN		s holt rd, w washington st INFW 83 A-13179036588 In Tow-04:14 PM 04:01 PM
20131127A0038	MIPD	PRIVATE	REGDUT	FORD FOCUS		s east st, e washington st J.R. Cook CTSI A-13176610453 In Tow-04:12 PM 04:14 PM
20131127A0039	MIPD	POLICE TOW	REGDUT	SCIO OTHE...		emerson av, rosegate av Ronald Jones HXWS A-1317269590 On Site-04:11 PM 04:15 PM
20131127A0040	MIPD	POLICE TOW	REGDUT	CHEV EQU...		3800 N ILLINOIS Charles Ward III WARD A-13179658980 On Site-04:19 PM 04:27 PM
20131127A0041	MIPD	PRIVATE	REGDUT	FORD EXPE...		7500 shadeland av Ron Windle WARD A-13176109988 On Site-04:20 PM 04:32 PM
20131127A0043	MIPD	POLICE TOW	REGDUT	DODG RAM... PONT BONNEV		1103 w troy av Jason Aughenbaugh HXWS A-13176962585 On Site-04:21 PM 04:36 PM
<b>Region: KC-MO</b>						
819436	KCPD	ARREST	REGDUT	CHEV IMPA...		swope, bruce r watkins LAZ05 LAZ A-18187672135 On Site-03:16 PM 03:28 PM
<b>Region: SD-CA</b>						
SD2013331040	SDPD	2265101A	REGDUT	FORD OTHE...	3TDL945 CA	7900 Herschel Ave GRO07 GRD A-18583618988 Accepted-01:22 PM 01:52 PM
<b>Region: SF-CA</b>						
20131127A0023	SFDPTX	500500E	REG	KIA GRAY 4D	5YVF520 CA	2550 geary, lyon Jose Juan Aras AST A-1415879288 On Site-01:27 PM 01:44 PM
20131127A0024	SFDPTX	500500E	REG	JEEP GREN 2D	3XAR057 CA	1251 35th av, lincoln Eimer Lopez BBT A-14152408372 Accepted-01:22 PM 01:47 PM
20131127A0025	SFDPTX	500500E	REG	JAGU BLCK...	6WKL288 CA	2170 filbert, webster Luis Corena BLU A-14157944916 Accepted-01:24 PM 01:49 PM

The Alerts panel shows tows which are at risk of not meeting their required response deadline. It's at the top because these tows are the only ones which potentially need human intervention.

These tows have either a yellow (warning) or red (critical) background. The same tow record in the Active Tows panel (below) also turns the color of the alert record in the Alerts panel.

When the problem that caused the alert is solved, the tow highlight disappears from this view and the record in the Active Tows panel turns back to a white background.

## ARIES/Dispatch – Tow Request Details

The screenshot displays the ARIES/Dispatch software interface for a tow request. The top navigation bar includes 'New Tow', 'Dispatch', 'Notifications', 'Journal', 'History', 'Impound Search', 'Address Book', 'Driver Status', and 'Manage Alerts'. The user 'jmilller' is logged in at '1:30:05 PM' on 'SF-CA'.

The main content area is divided into several sections:

- Request:** Shows 'Request # 133311039', 'Account: Baltimore County', and 'Reason: ACCIDENT - Accident Vehicle'. It also lists 'Requested By: 5467 Regular Duty' and 'Equipment: PAB Amanda Shenberger' with a phone number 'A.1443378915'. A status dropdown menu is set to 'Accepted'.
- Locations:** Shows 'Origin: REISTERSTOWN ROAD CROSSROADS DR, UNINC BALTIMORE CO, MD 21117' and 'Destination: Back to base'.
- Vehicle:** Shows 'Vehicle: HONDA CIVIC SILVER 4 D', 'License: 3AJ1533 MD', and 'VIN: 3AJ1533 MD'.
- Notes:** Includes 'Dispatcher Notes', 'Driver Notes', and 'Agency Notes' with text input fields and 'Submit'/'Clear' buttons.
- Times:** A table showing the request timeline:

Time	Status
04:12 PM	Requested
04:12 PM	Dispatched
04:13 PM	Accepted

Red callout boxes provide additional context:

- 'The Details tab contains a mostly read-only view of a tow request.' points to the Request section.
- 'Edit the tow details if necessary. See ARIES/Dispatch – Edit Tow Request screenshot below.' points to the 'Edit Tow' button.
- 'Change the status of the tow by clicking this dropdown.' points to the status dropdown menu.
- 'Enter notes regarding the tow in this view.' points to the 'New Agency Note' text area.

## ARIES/Dispatch – Edit Tow Request

Request (Response Time: 04:32 PM)

Report #: 133311039 Account: BCPD Requested by: 5467 Phone #: 410.887.1279 Reason: ACCIDENT - Accident Vehicle

Equipment: Regular Duty City: UNINC BALTIMORE CO Descr.: [dropdown]

Address: Map Custom Destination

Street: reisterstown road Crossing: crossroads dr City: UNINC BALTIMORE CO

GeoCode: REISTERSTOWN RD & CROSSROADS DR, UNINC BALTIMORE CO, MD 21117

Location / Contact Info

Zone: 041070

Vehicle 2nd Vehicle

Make: HONDA Year: [dropdown] AWD

Model: CIVIC NO VIN: [checkbox] NO PLATE: [checkbox] Extensive front damage

Body: 4 DOOR License: MD 3AJ1533 Extensive rear damage

Color: SILVER VIN: [dropdown] Low Clearance

Notes Extension Times History

Dispatcher Notes: [text area] Clear

Driver Notes: [text area] Clear

Agency Notes: Ack Time Note

New Agency Note: [text area] Clear

Save & Copy Close Window

Update

Edit any details for a tow in this view.

Enter a 2<sup>nd</sup> vehicle for the tow.

For incidents requiring tows of more than 2 vehicles, click Save & Copy. This saves the request and presents a copy of it with most of the information (e.g. location & request data) saved. Users only need to enter the information for the next vehicles to be towed.

Update the tow and changes are made.



# ARIES/Dispatch – Map View of GPS Positions of Tow Truck Operator (“TTOs”) Deployed in the Field

The screenshot displays the ARIES/Dispatch software interface. At the top, it shows the user 'jmiller' and the location 'SF-CA: 2:22:29 PM'. The interface includes a navigation bar with 'New Tow', 'Dispatch', 'Notifications', and 'Manage Alerts'. A status bar indicates 'Tow is no longer active' with a 'Close' button. The main area is divided into a list of drivers on the left and a map on the right. The map shows Daly City with various streets and a red diamond icon representing a tow pickup location. A callout box for 'Blue Water Towing - Luis Lozano Ortiz' is visible on the map. A legend at the bottom right identifies the icons: red diamond for 'Tow Pickup Location', green diamond for 'Direct Available Driver', green diamond with a checkmark for 'Available Driver', purple diamond for 'Busy Driver', and yellow diamond for 'Company Dispatcher'. A legend at the bottom left identifies the driver status icons: red diamond for 'Tow Pickup Location', green diamond for 'Direct Available Driver', green diamond with a checkmark for 'Available Driver', purple diamond for 'Busy Driver', and yellow diamond for 'Company Dispatcher'. A legend at the bottom right identifies the driver status icons: red diamond for 'Tow Pickup Location', green diamond for 'Direct Available Driver', green diamond with a checkmark for 'Available Driver', purple diamond for 'Busy Driver', and yellow diamond for 'Company Dispatcher'.

View the current and list of available drivers.

Highlight a driver on the list to see it on the map. Dispatch to that driver either from the list or from the balloon on the map.

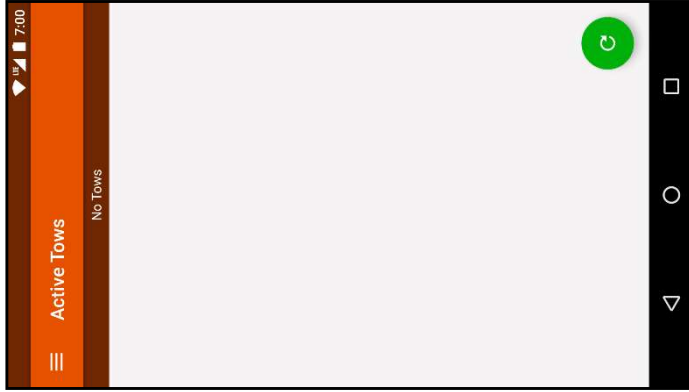
...and view them on a map at the same time.

Name	Miles
Rene Elias NTS A:1415656989E	
Available Drivers	
BLU A:1415652810E	
Herman Garcia NTS A:141565692E	4.07
Luis Lozano O Dispatch	4.17
ATLAS Towin ATL C:4	?
Gerardo Herm LOM A:141530511E	?

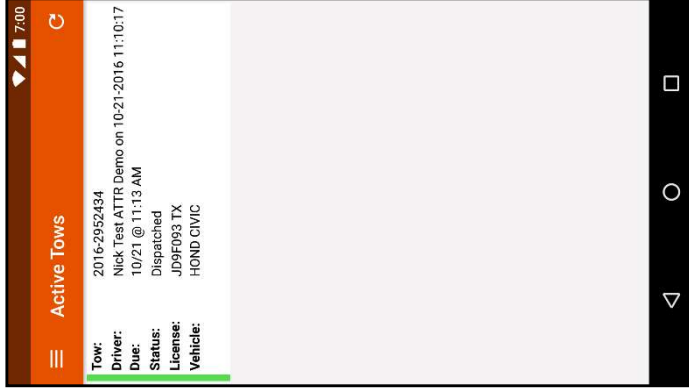
- Tow Pickup Location
- Direct Available Driver
- Available Driver
- Busy Driver
- Company Dispatcher



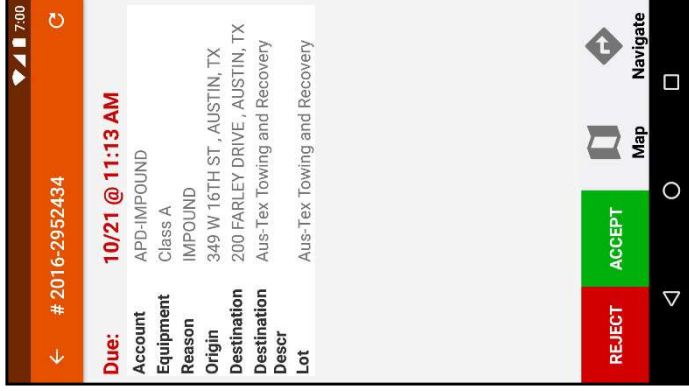
### Electronic Dispatch and Real-Status Tracking via Mobile Devices



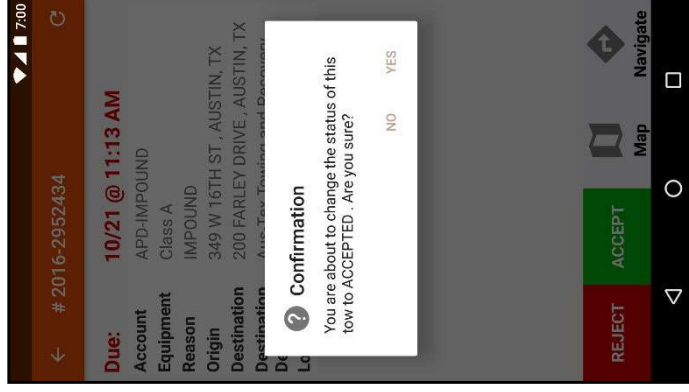
TTO On Duty & Available



Dispatch request received



Details of dispatch request

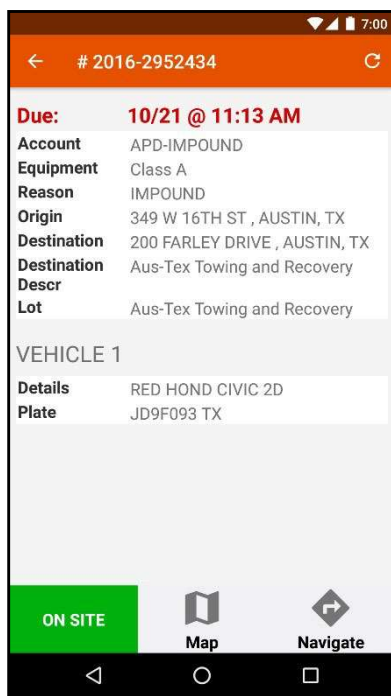


TTO accepting request

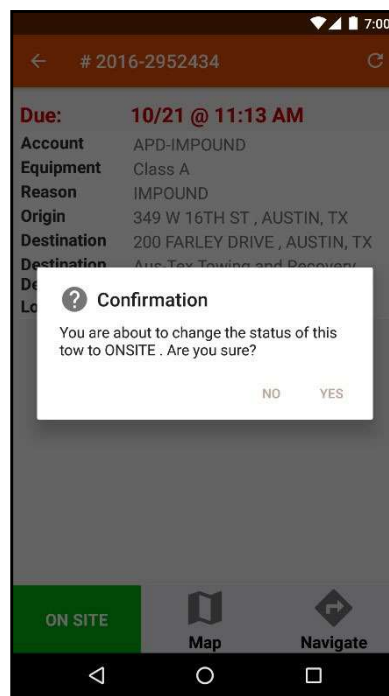
### Real-time Tracking of Tow Request Status

For any towing operation, the time that the TTO accepts responsibility for the tow request and the time that it then takes for the TTO to arrive at the location of the tow request are extremely important data elements that must be tracked in real-time in order to manage towing efficiency and meet service level commitments. AutoReturn designed ARIES/Dispatch with these and other essential features in mind. ARIES/Dispatch allows the tow status to be tracked in real-time from the point that the tow information is entered into the system by police officials or the AutoReturn dispatchers to the point the tow has been completed with the vehicle being off-loaded at a storage facility or other designated location. The mobile communications device provides the TTO a user-friendly tool for managing the status of the tow in real-time. The status can be changed through a simple two-step button click sequence on the mobile communications device as illustrated below:

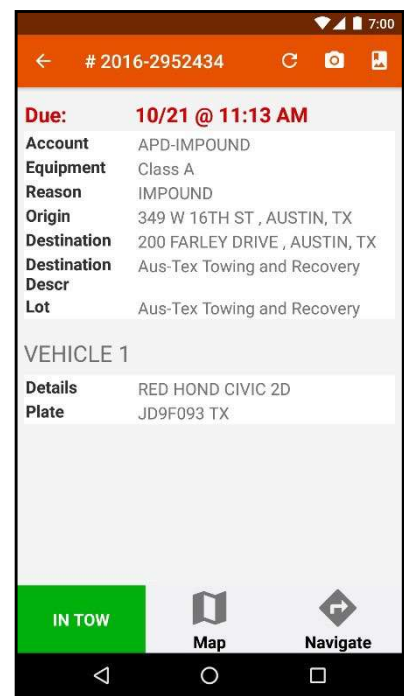
### Mobile Status Transition



TTO ready to change status to ON SITE (indicates arrival at tow location)



TTO prompted to confirm status change in real time –



Status change is completed in real time combined with GPS data to confirm location is correct

In addition to supporting the fully electronic dispatch communications and status management, the mobile communications devices allow for two-way voice communications with AutoReturn dispatchers as a backup communications method and a way to augment the electronic dispatch communications to address exception cases.

ARIES/Dispatch can support a configurable set of tow status codes that can all be managed in real-time. When the TTOs are logged into their mobile communications devices to manage the tow status changes, the GPS coordinates for the TTO's current location at the time the status change is processed. For example, if the TTO changes the status to ON SITE, the TTO's current location can be compared to the location defined in the tow request to ensure that the TTO has not prematurely changed the status to ON SITE prior to arriving at the tow location.

### 2.3.3 TECHNOLOGY AND LEGAL REQUIREMENTS

We have completed the attached Technology Services Requirements document.

### 2.3.4 CUSTOMER SUPPORT AND SYSTEM ACCESS

AutoReturn's 24x365 customer service contact centers are powered by live agents that field customer inquiries, monitor tows, and assist drivers until a vehicle has reached the impound facility.

The primary responsibility of the AutoReturn 24x365 call center is to manage phone inquiries and requests from the company's agency clients, vehicle owners and other customers, and tow companies that provide the towing services. However, the AutoReturn contact center also plays the especially important role of being the first point of contact for technical support issues that are affecting the 3rd-party and internal users of the AutoReturn systems.

The ARIES system contains a role and permissions infrastructure that governs "what data" and "which features" a given user can access in the system. At the highest level, each user has a security role that determines what data the user can view and manipulate.

- Management Company Role: Associated with AutoReturn administrators who have access to all data in the system for all AutoReturn clients. This allows AutoReturn to provide the necessary technical support of ARIES on behalf of the company's clients.
- County Role: Associated with municipal users who have access to all data in the system for the given municipality.
- Provider Role: Associated with tow and impound operator users who only have access to data associated with the user's given company.

Beyond the user role that ARIES uses to filter data to which the user has access, is an extensive level of permissions-management capabilities. This is structured around these modeling concepts:

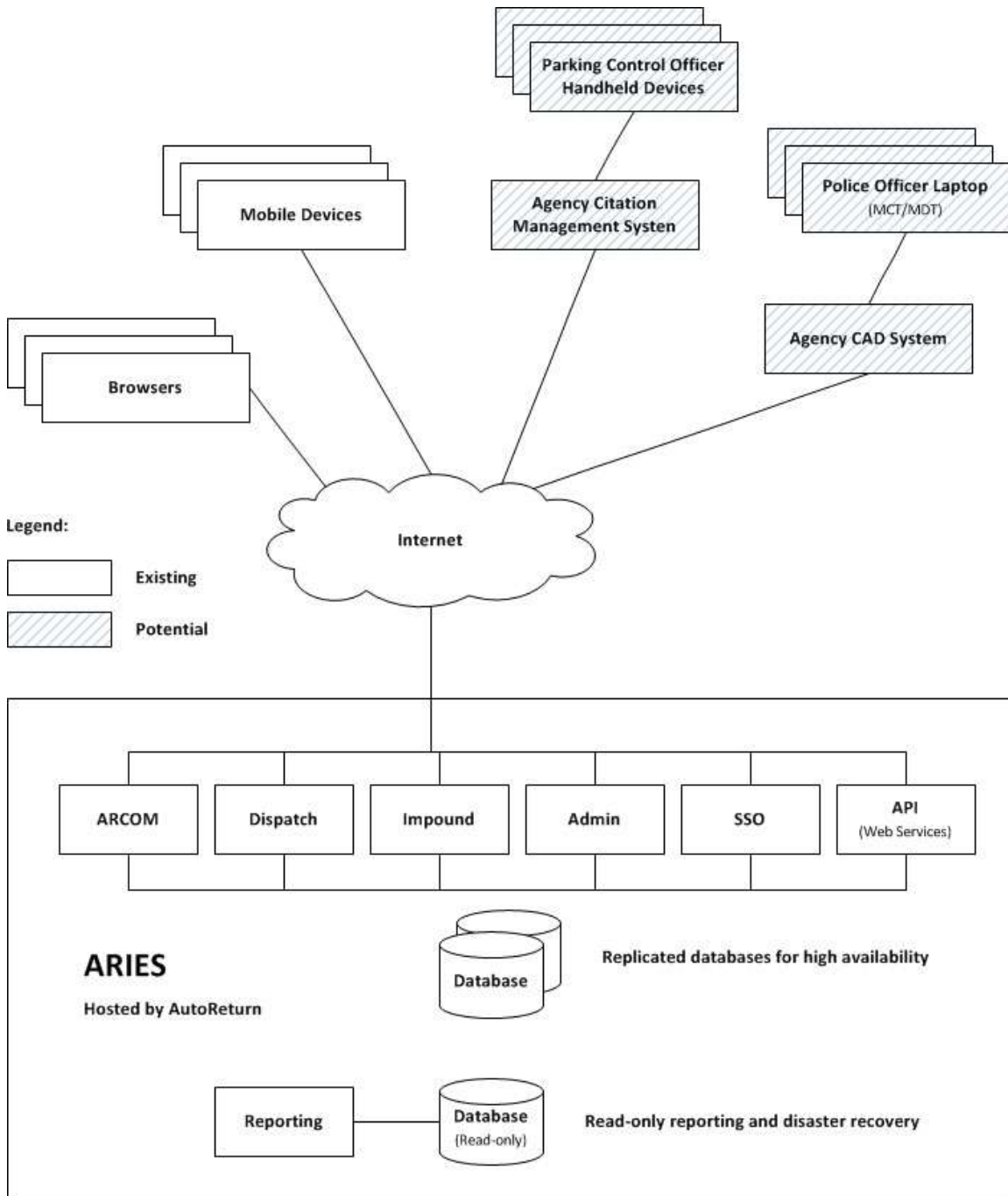
- Features: Access to each distinct feature must be granted for the user to use the feature.
- Permissions: All the distinct features within all ARIES applications are associated with one and only one permission. This single permission, associated with the feature, must also be associated with the user for the user to use the given feature. Absence of the required permission being associated with the user's profile results in blocking the user's access to the given feature.
- Permission Groups: Permissions can be associated with one or more permission groups. Permission groups are used to group features together into logical groups so that logically associated features can be granted to users through permission groups that combine multiple permissions. This simplifies the process of granting permissions because administrators do not have to grant a large number of permissions to each individual user. A given permission group can contain dozens of distinct permissions. Administrators can define a reasonable number of permission groups that can collectively model the different combinations of features required for different types of users.
- User Profiles: Once the permission groups have been defined to combine various permissions, the system allows association of each user with only the permission groups that the given user needs for access to the necessary features.

### Topology and Infrastructure Diagrams

ARIES is a Software as a Service (SaaS) solution hosted in the Cloud using the Amazon Web Services (AWS) GovCloud hosting services (<https://aws.amazon.com/govcloud-us/>). AWS is a secure cloud services platform, offering compute power, database storage and other related application hosting services. The GovCloud service offering is designed to host sensitive data, regulated workloads, and address the most stringent U.S. government security and compliance requirements. ARIES consists of several web applications accessed through a wide range of industry standard browsers. No software needs to be installed on client workstations. There are also several mobile apps that can be used with Android and iOS smartphones and tablet computers.

The diagram on the following page provides a logical depiction of ARIES, the user access methods, and the SaaS hosting with the AWS infrastructure.

### ARIES Architecture Diagram





### 2.3.5 RECORD OF INTEGRITY AND ETHICS

AutoReturn is enormously proud of our twenty-year history of working with our clients to address the challenges in the municipal towing and impound industry. We have a proven track record of unmatched service levels. To date, we have over 35 clients and have never had a contract not renew. AutoReturn is 100% referenceable. We feel this speaks to our strong record of integrity and ethics in working with our clients.

### 2.3.6 CUSTOMIZATIONS FOR WILLIAMSON COUNTY SHERIFF'S DEPARTMENT

ARIES/Dispatch is customizable to use different dispatch methodologies if WILCO requires. The primary methodology used within ARIES/Dispatch is referred to as "Closest-To." ARIES/Dispatch also supports other dispatch methodologies, such as rotations, zone-based assignments, or some combination of these. ARIES is flexible and can be customized to meet WILCO's exact needs.

AutoReturn provides different service offerings to our clients and an extensive operational experience providing customized tow dispatch management and logistics solutions for large-scale towing operations. Thanks to our combination of industry-leading technology and modern, transparent business practices, our law enforcement partners have reported unmatched service levels. In addition, our experienced management team works closely with law enforcement agencies to develop customized solutions that address all stakeholder needs.

## 2.4 PROGRAM REQUIREMENTS

### 2.4.1 24/7 CUSTOMER SUPPORT

AutoReturn's 24x365 customer service contact centers are powered by live agents that field customer inquiries, monitor tows, and assist drivers until a vehicle has reached the impound facility.

The primary responsibility of AutoReturn 24x365 contact center is to manage phone inquiries and requests from the company's agency clients, vehicle owners and other customers, and tow companies that provide the towing services. However, the AutoReturn contact center also plays the very important role of being the first point of contact for technical support issues that are affecting the 3rd-party and internal users of the AutoReturn systems.

### 2.4.2 ACCOUNT MANAGEMENT

AutoReturn is appointing Ron Perry as account manager and designated point of contact for this Contract. He shall be responsible for assisting WILCO with trouble shooting towing incidents and shall respond to towing related inquiries within a minimum of 24 hours.

Mr. Perry has been at AutoReturn for over a decade and is a dedicated member of our team who brings a wealth of practical experience from a law enforcement perspective. His responsibilities include assisting with various AutoReturn clients with regards to the

daily management and supervision of the towing subcontractors, administration of the local towing regulations and the AutoReturn service provider agreement, verification that licenses, permits and certificates of insurance are current, investigation and mediation of complaints, presenting information at quality review meetings, and assisting with the annual inspection of tow trucks. In addition to these operational activities, he participates in the acquisition of new contracts, training, and other implementation tasks associated with providing new customers a high quality of service.

### 2.4.3 REPORTING

One of AutoReturn's strongest beliefs is in the power of "information when you need it, how you need it, and where you need it." This section provides the details of how the required information is made accessible to all the stakeholders for AutoReturn's business operations:

- County officials who require access to a wide array of information
- AutoReturn employees who are ultimately responsible for the accuracy of the information
- Towing network owners, managers, and tow truck operators

ARIES is designed to meet the differing needs of each of these separate groups. The fundamental objective of AutoReturn's ARIES technology infrastructure is to provide a platform for the following:

- Capturing and managing all the essential operational data for the Company's towing, impound management, customer service, and disposal operations.
- Delivering information in real-time to all key stakeholders playing a role in operational processes.

ARIES provides essential information to the individuals that require it in the following ways:

- **Traditional Reports** – ARIES provides a robust collection of real-time reporting capabilities that ensure the absolute transparency of AutoReturn's operations. AutoReturn generates and delivers over 100 reports on a daily, weekly, monthly, and quarterly basis to its municipal partners. AutoReturn is confident that nearly all of the Agency's reporting requirements can be met through existing reports, with minimal customization required. Any specific reports that are unique to WILCO can be developed quickly leveraging existing reports.

All standard ARIES reports can be run on an ad-hoc basis or automated schedule (daily, weekly, monthly, quarterly, etc.) and are available in a variety of electronic formats (MS Excel, Adobe PDF, CSV, etc.). All reports can be delivered to the CPD and other Agency officials via FTP file sharing websites (FTP over SSL), secure web pages (HTTPS), email (including secure email), or automated fax.

- **Proactive Monitoring Tools** – AutoReturn's systems continuously record more information than can be consumed by the most information-savvy users. When the essential elements of this information are made accessible in a user-friendly format, AutoReturn managers and supervisors become empowered to proactively manage

the business to ensure that all of the targeted service levels of both Agency officials and customers are met consistently.

- **Automated Alerts and Notifications** – Many problems can be identified as soon as they occur if the systems that are used to manage the affected process area are designed to monitor for important exceptions and threshold conditions. AutoReturn continuously looks for opportunities to take any issue that could repeat itself, not only to resolve the isolated instance of the problem, but to also configure new business rules into the relevant ARIES applications to monitor for the condition and alert the appropriate person should the condition occur in the future.

#### *Traditional Reports: Available On-Demand and Via Automated Scheduling*

AutoReturn provides extensive reports across all aspects of its operations. WILCO will have direct visibility and insight into each functional area with both summarized and detailed reporting. Reports include:

- Tow request activity (including canceled tows)
- Towing volumes by zone, reason, category, equipment type, or by towing company
- Tow truck operator activity
- Dispatch exceptions and violations
- On-site response time performance
- Vehicle inventory and transfers
- Vehicle holds
- Vehicle releases and sales
- Receipt and payment activity
- Other reports as requested by WILCO

#### *Data Analysis and Ad-Hoc-Reporting Capabilities*

ARIES/Impound can support a wide range of data analysis and ad-hoc reporting capabilities. The ARIES reporting library already consists of well over a hundred reports that can be executed on an ad-hoc, on demand basis, or that can be scheduled to run automatically and delivered via email, fax, or to a file storage location. The Agency will have access to any existing report in the ARIES reporting library and AutoReturn is happy to create any additional reports that may be desired by the Agency.

ARIES supports a wide range of data analysis in a very flexible manner. The ARIES/Reports infrastructure can be used to extract any portion of the data contained in ARIES as standard CSV files that can feed into spreadsheets, data analysis tools, or reporting database tools used by the Agency. The CSV extracts can be defined and implemented in as little time as a few hours and immediately deployed to Agency users via the ARIES system menus allowing these users to retrieve the raw data for analysis purposes on an as needed basis. As with the ad-hoc reports, the CSV extracts can also be scheduled to be generated automatically and delivered via email, fax, or to a file

storage location.

The following pages show some examples of the ARIES SSRS reporting system.

Dispatch

**DISPATCH METRICS - STATEWIDE**

Light Duty Tow Metrics (Excluding Cancels)

Command	Zone Type	DPS		NHP		NTA		TOTAL		
		Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	
NC	Rural	0		25	106.17	0		25	106.17	
	Urban	0		48	22.41	0		48	22.41	
	<b>Total</b>	<b>0</b>		<b>73</b>	<b>51.10</b>	<b>0</b>		<b>73</b>	<b>51.10</b>	
SC	Rural	0		16	89.60	0		16	89.60	
	Urban	1	9.85	156	15.15	3	22.12	160	15.24	
	<b>Total</b>	<b>1</b>	<b>9.85</b>	<b>172</b>	<b>22.07</b>	<b>3</b>	<b>22.12</b>	<b>176</b>	<b>22.00</b>	
<b>TOTAL</b>			<b>1</b>	<b>9.85</b>	<b>245</b>	<b>30.72</b>	<b>3</b>	<b>22.12</b>	<b>249</b>	<b>30.53</b>

Heavy Duty Tow Metrics (Excluding Cancels)

Command	Zone Type	NHP		NTA		TOTAL		
		Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	
NC	Rural	3	122.84	0		3	122.84	
	Urban	1	97.82	0		1	97.82	
	<b>Total</b>	<b>4</b>	<b>116.59</b>	<b>0</b>		<b>4</b>	<b>116.59</b>	
SC	Rural	2	131.05	0		2	131.05	
	Urban	5	71.65	1	50.00	6	68.04	
	<b>Total</b>	<b>7</b>	<b>88.62</b>	<b>1</b>	<b>50.00</b>	<b>8</b>	<b>83.79</b>	
<b>TOTAL</b>			<b>11</b>	<b>98.79</b>	<b>1</b>	<b>50.00</b>	<b>12</b>	<b>94.72</b>



Dispatch

Tow Reasons By Account

Account	Command	Reason Code	Total
DPS	SC	CPP	1
	<i>DPS Total</i>		<i>1</i>
NHP	NC	DUTYTOW	76
		NHPFLEET	1
	SC	DUTYTOW	178
NTA		NHPFLEET	1
		<i>NHP Total</i>	<i>256</i>
	SC	NTA	4
		<i>NTA Total</i>	<i>4</i>
<b>TOTAL</b>			<b>261</b>

Photos

Command	Average Photos	No Photos
NC	0.3	75
SC	4.4	89
<b>TOTAL</b>		<b>164</b>

Cancellations

OnSite Cancellations

Command	Zone Type	Count
NC	Urban	6
	Rural	2
SC	Rural	3
	Urban	23
<b>TOTAL</b>		<b>34</b>

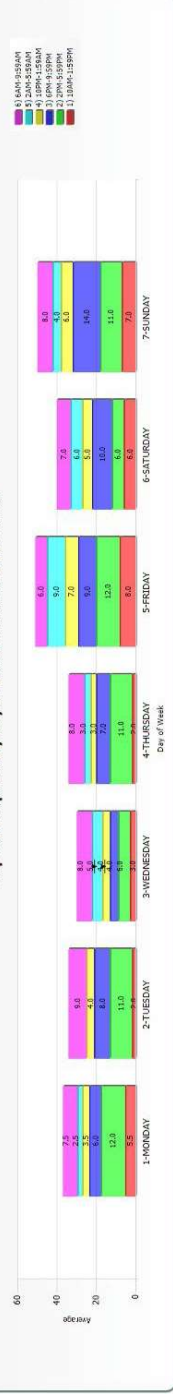
Command	Zone Type	Count by Zone
SC	Rural	1
	Urban	10
<b>TOTAL</b>		<b>11</b>

Command	Zone Type	Average Interval
SC	Rural	6.00
	Urban	6.10
<b>TOTAL</b>		<b>6.09</b>

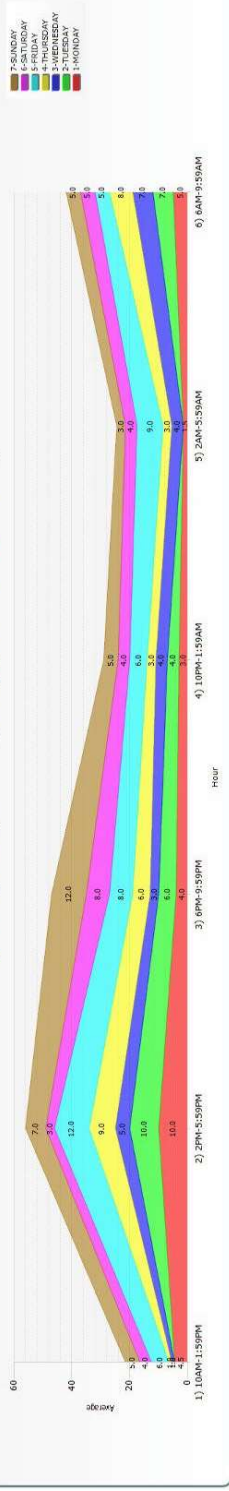
Dispatch Metrics



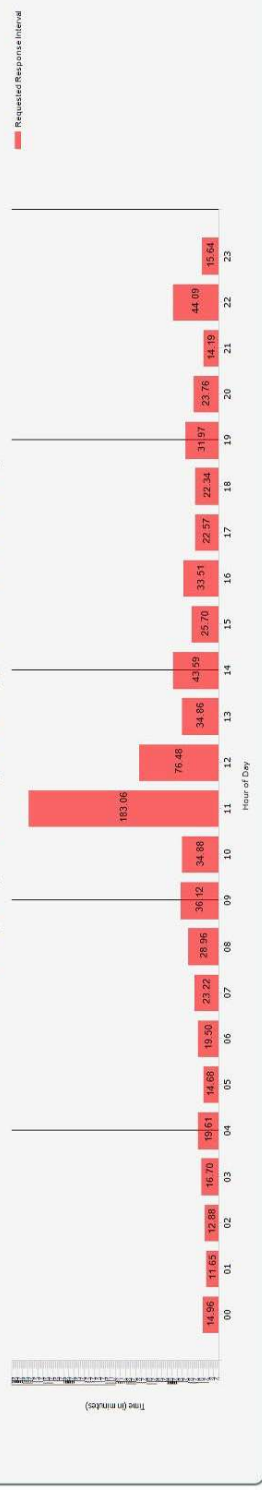
Dispatch Requests by Day of Week - Statewide All Zones



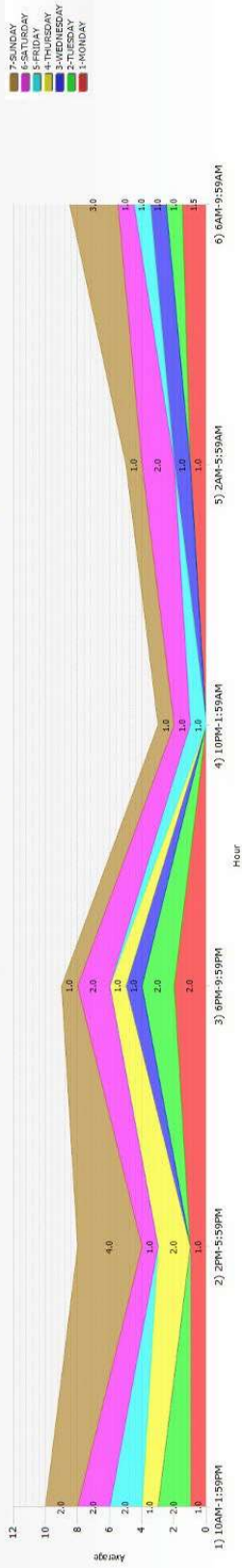
Dispatch Requests by Hour Group of Day (Statewide LD Urban Zones)



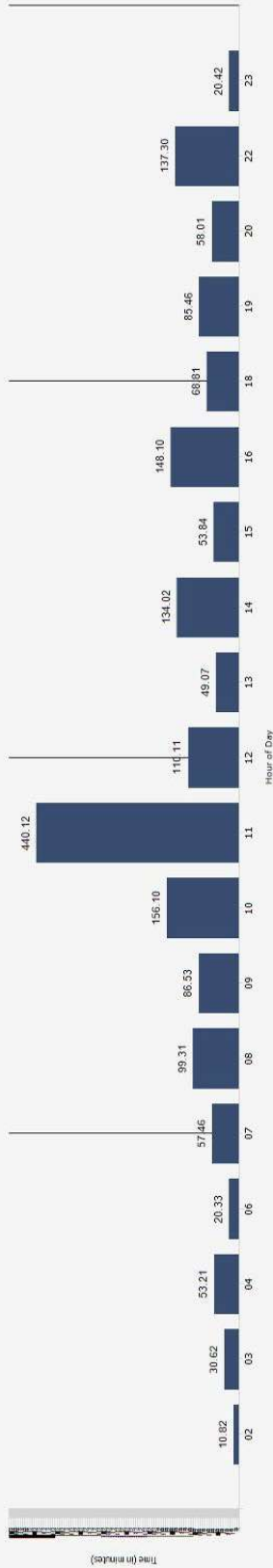
Average Response Time by Hour of Day (Statewide LD Urban Zones)



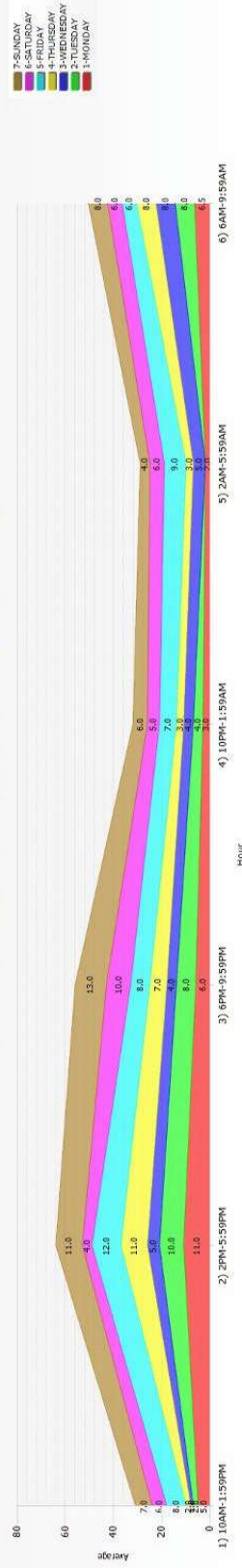
Dispatch Requests By Hour Group of Day (Statewide LD Rural Zones)



Average Response Time by Hour of Day (Statewide LD Rural Zones)



Dispatch Requests By Hour Group of Day (Rural & Urban LD Zones)



DISPATCH METRICS - SOUTHERN COMMAND

Light Duty (Excluding Cancels)

Company	LV LD Urban Zone		DPS Total		Laughlin LD Rural Zone		LV LD Rural Zone		LV LD Urban Zone		NRP		Hogya LD Rural Zone		Palm Springs LD Rural Zone		LV LD Urban Zone		NRP Total		LV LD Urban Zone		NTA		Command TOTAL	
	Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	TR	Avg. Response
ZSTR	0		0		0		0		0		0		0		0		0		0		0		0		2	106.48
AAGT	0		0		0		0		0		0		0		0		0		0		0		0		1	302.73
CMRC	0		0		0		0		0		0		0		0		0		0		0		0		1	302.73
FAST	1	9.85	1	9.85	0		0		0		0		0		0		0		0		0		0		1	10.30
EWING	0		0		0		0		0		0		0		0		0		0		0		0		4	17.63
SNRT	0		0		0		0		0		0		0		0		0		0		0		0		25	13.90
QULTY	0		0		0		0		0		0		0		0		0		0		0		0		31	28.03
SOIST	0		0		0		0		0		0		0		0		0		0		0		0		2	60.02
WALKR	0		0		0		0		0		0		0		0		0		0		0		0		3	17.46
TOTAL	1	9.85	1	9.85	1	9.85	1	9.85	1	9.85	1	9.85	1	9.85	1	9.85	1	9.85	1	9.85	1	9.85	1	9.85	176	22.12

Heavy Duty (Excluding Cancels)

Company	Beauty HD Zone		Laughlin HD Zone		LV HD Zone		NTA		LV HD Zone		NRP		Beauty HD Zone		Laughlin HD Zone		LV HD Zone		NRP Total		LV HD Zone		NTA		TOTAL	
	Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	TR	Avg. Response
ZSTR	1		1		1		1		1		1		1		1		1		1		1		1		1	199.62
AAGT	0		0		0		0		0		0		0		0		0		0		0		0		1	62.46
EWING	0		0		0		0		0		0		0		0		0		0		0		0		1	56.41
QULTY	0		0		0		0		0		0		0		0		0		0		0		0		1	75.89
TOTAL	1		1		1		1		1		1		1		1		1		1		1		1		4	77.78

Total Reasons By Account

Account	Reason Code	TOTAL
DPS	OSP	1
NRP	DPS Total	7
NRP	QULTY	178
NRP	SNRT	1
NRP	NRP Total	179
NTA	NTA Total	4
	TOTAL	184

Cancellations

Company	Laughlin HD Zone		Total Cancellations by Zone		Average Interval	
	LV HD Zone	LV LD Urban Zone	LV LD Rural Zone	LV LD Urban Zone	LV LD Rural Zone	LV LD Urban Zone
AAGT	1					
CMRC						
EWING						
FAST						
QULTY						
SNRT						
SOIST						
WALKR						
Total	1	2	2	21	4	28

OnSite Cancellations

Company	Laughlin HD Zone		Total Cancellations by Zone		Average Interval	
	LV HD Zone	LV LD Urban Zone	LV LD Rural Zone	LV LD Urban Zone	LV LD Rural Zone	LV LD Urban Zone
AAGT						
CMRC						
EWING						
FAST						
QULTY						
SNRT						
SOIST						
WALKR						
Total	1	1	1	10	11	11

Average Response Times

Company	Beauty HD Zone		Laughlin HD Zone		LV HD Zone		NRP		Beauty HD Zone		Laughlin HD Zone		LV HD Zone		NRP Total		LV HD Zone		NTA		TOTAL					
	Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	Count	Avg. Response	Count	Avg. Response				
ZSTR	1	199.62	1	62.46	1	56.41	1	75.89	1	199.62	1	62.46	1	56.41	1	75.89	1	199.62	1	62.46	1	56.41	1	75.89	4	77.78
AAGT	0		0		0		0		0		0		0		0		0		0		0		0		1	62.46
EWING	0		0		0		0		0		0		0		0		0		0		0		0		1	56.41
QULTY	0		0		0		0		0		0		0		0		0		0		0		0		1	75.89
Total	1	199.62	1	62.46	1	56.41	1	75.89	1	199.62	1	62.46	1	56.41	1	75.89	1	199.62	1	62.46	1	56.41	1	75.89	4	77.78

Proprietary and Confidential to AutoReturn

#### 2.4.4 LEGAL REQUIREMENTS

AutoReturn has extensive experience working in the municipal towing and impound industry within the State of Texas and across the country as well as internationally. We understand it is our responsibility to be knowledgeable of all federal, state, local laws, ordinances, rules, and regulations that in any matter affect the services covered herein which apply.

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*Proprietary and Confidential to AutoReturn*



**2.5 SCOPE OF WORK**

AutoReturn will utilize existing tow companies and vehicle storage facilities currently contracted by the County. It will be the responsibility of these companies to furnish all equipment, labor, tools, supplies, transportation, insurance, facilities, and any other expenses necessary to fully perform the towing and storage of County towed vehicles.

AutoReturn understands it will be responsible for providing computers, staff, and software to properly manage the wrecker management system as part of this RFP.

## 2.6 COMPENSATION

AutoReturn's towing management solution for the County will be provided at no cost to the County. AutoReturn proposes an administrative fee be added to the tow invoice to be paid by vehicle owners and/or other authorized claimants at the time a vehicle is claimed.

AutoReturn will charge \$22 per completed tow that flows through the AutoReturn ARIES tow management platform to be collected from the tow operators that control the Vehicle Storage Facilities ("VSF"). Since not all vehicles are claimed by the owner, the administrative fee charged to the citizen needs to be nominally higher. For example, if the unclaimed rate is 12%, the breakeven administrative fee would be  $\$22/.88=\$25$ .

The fee proposed covers all costs for AutoReturn to perform the implementation, maintenance, and additional features of the constantly improving ARIES system. This means there are no other fees charged for products and/or services, including:

- AutoReturn Integrated Enterprise System ("ARIES"), AutoReturn's constantly evolving in-house cloud-based (SaaS) technology platform, the only one singularly focused on the unique characteristics of managing law-enforcement-initiated tow requests using local towing companies;
- 24x365 Dispatch Command Center and Customer Call Center with technology, communication, location, and people redundancy so it is always available;
- Project management and system integration capability that ensures our clients transition successfully from the status quo to a new and improved model;
- Service delivery model that continues to provide our clients with a single point of contact and a trusted business partner who will evolve and improve the program over time; and
- Management of towing network partners ensuring compliance with all program goals and regulations.

## **2.7 REFERENCES**

### Reference #1

Organization Name: City of Kansas City, Missouri  
Contact Name/Title: Nate Pare, Division Manager, Tow Service Section  
Telephone Number: 816-377-9744  
E-mail Address: Nate.Pare@kcmo.org  
Address: 414 East 12th, Kansas City, MO 64106

#### Services provided:

- Dispatch Management (Total Management for Dispatch)
- Towing and Impound Management
- Towing Company Management (including Tow Truck Inspections)
- Towing and Storage Complaint Management
- Customer Service

### Reference #2

Organization Name: City of Fort Worth Police Department  
Contact Name/Title: Kim Dees, Towing Liaison  
Telephone Number: 817-392-5964  
E-mail Address: Kimberley.Dees@fortworthtexas.gov  
Address: 505 W Felix St., Fort Worth, TX 76115

#### Services provided:

- Dispatch Management (Total Management for Dispatch)
- Towing and Impound Management
- Towing Company Management (including Tow Truck Inspections)
- Towing and Storage Complaint Management
- Support for Auction of Impounded Vehicles / Police Impound Auction Sales
- Customer Service

### Reference #3

Organization Name: City of Indianapolis  
Contact Name/Title: Jacob Miller, Dept. Of Business and Neighborhood Services  
Telephone Number: 317-327-2143  
Email Address: jacob.miller@indy.gov  
Address: 1200 Madison Avenue, Suite 100, Indianapolis, IN 46225

#### Services provided:

- Dispatch Management (Total Management for Dispatch)

- Towing and Impound Management
- Towing Company Management (including Tow Truck Inspections)
- Towing and Storage Complaint Management
- Auction of Impounded Vehicles / Police Impound Auction Sales
- Customer Service

#### Reference #4

Organization Name: Las Vegas Metro Police Department (LVMPD)

Contact Name/Title: Rich Hoggan, Chief Financial Officer

Telephone Number: 702-828-1365

E-mail Address: r7662h@lvmpd.com

Address: 400 S. Martin L. King Blvd., Las Vegas, NV 89106

#### Services provided:

- Dispatch Management (Total Management for Dispatch)
- Towing and Impound Management
- Towing Company Management (including Tow Truck Inspections)
- Towing and Storage Complaint Management
- Support Auction of Impounded Vehicles / Police Impound Auction Sales
- Customer Service

## **2.8 EVALUATION CRITERIA**

AutoReturn understands the evaluation criteria set forth in the Evaluation Criteria section of the RFP.

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# 22RFP80 - RFP Wrecker Management and Dispatch System

## Scoring Summary

### Active Submissions

	<b>Total</b>	<b>Comprehensive Management Computer System</b>	<b>Customizable to WILCO Dispatch</b>	<b>References</b>	<b>Compensation</b>
<b>Supplier</b>	<b>/ 100 pts</b>	<b>/ 40 pts</b>	<b>/ 40 pts</b>	<b>/ 10 pts</b>	<b>/ 10 pts</b>
AutoReturn US, LLC	92	36	36	10	10
UR International, Inc.	71	33	28	10	0

**Commissioners Court - Regular Session**

**34.**

**Meeting Date:** 05/31/2022

Approve Award of RFP #22RFP62 Inmate Telephones, Video Visitation and Digital Mail Service to NCIC Communications, Inc. for Sheriff's Office/Jail

**Submitted For:** Joy Simonton

**Submitted By:** Erica Smith, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on awarding RFP #22RFP62 Inmate Telephones, Video Visitation, and Digital Mail Service to the highest scoring proposer, NCIC Communications, Inc., and authorize execution of the agreement.

**Background**

Purchasing solicited sealed proposals for Inmate Telephones, Video Visitation, and Digital Mail Service under solicitation #22RFP62, 1,454 vendors were notified of the solicitation and 34 vendors downloaded solicitation documents. Five (5) submissions were received, two (2) were shortlisted. The shortlisted vendors participated in an interview and system demonstration. Scoring for both vendors was very close. Per the department's request a Best and Final Offer (BAFO) was requested from both shortlisted vendors. The committee suggests that NCIC Communications, Inc. be awarded the contract. NCIC's best and final offer kept inmate costs for both phone calls and video visitation down while also providing a high minimum annual guarantee commission for the Sheriff's Office. The evaluation score sheet, recommendation letter, and agreement are attached. IT, legal, and contract audit have reviewed this purchase. There is no cost to the county for these services as this is a revenue contract for the County. Department contact is Kurt Showalter and Chief Kathleen Pokluda.

**Fiscal Impact**

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

**Attachments**

- Evaluation Score Sheet
- Recommendation Letter
- Agreement

**Form Review**

**Inbox**

Purchasing (Originator)  
 County Judge Exec Asst.  
 Form Started By: Erica Smith  
 Final Approval Date: 05/26/2022

**Reviewed By**

Joy Simonton  
 Becky Pruitt

**Date**

05/26/2022 10:53 AM  
 05/26/2022 10:54 AM  
 Started On: 05/25/2022 02:28 PM

**22RFP62 Inmate Telephones, Video Visitation, Digital Mail Service**

Criteria	Max Points	Correct Solutions Group	Inmate Calling Solutions	NCIC Inmate Communications	Securus Technologies	Smart Communications
Experience/References	20	10	13	12	5	7
Financial Proposal	25	10	17.5	20	5	22.5
Proposed Solution	40	15	35	30	28	30
Options Offered	15	7	15	14	10	10
<b>Total:</b>	<b>100</b>	<b>42</b>	<b>80.5</b>	<b>76</b>	<b>48</b>	<b>69.5</b>

**Round 2**

Criteria	Max Points	Inmate Calling Solutions	NCIC Inmate Communications
Presentation	10	6.5	8
Answers to Questions	10	7.6	8
<b>Total:</b>	<b>20</b>	<b>14.1</b>	<b>16</b>

Vendor	Total:
NCIC	92
ICS	94.6



# WILLIAMSON COUNTY SHERIFF'S OFFICE

MIKE GLEASON, SHERIFF  
KENNETH E. EVANS, UNDERSHERIFF

508 S Rock St. Georgetown, TX 78626

512-943-1300

James Carmona, Chief - Special Operations Bureau  
Kathleen Pokluda, Chief - Corrections Bureau

Patrick Erickson, Chief - Law Enforcement Bureau  
Rebecca Rodriguez, Chief of Staff

Date: May 17, 2022  
To: Erica Smith, Purchasing  
From: Kathleen Pokluda, Chief of Corrections  
Subject: 22RFP62 Inmate Telephones, Video Visitation, and Digital Mail Service  
Re: RFP Evaluation

An RFP was advertised in Bonfire for Inmate Telephones, Video Visitation, and Digital Mail. In response to Solicitation 22RFP62 the Purchasing Department received 5 proposals desiring to provide Inmate Telephones, Video Visitation, and Digital Mail Service for Williamson County.

The evaluation committee, with Purchasing Department overview, reviewed the proposals. Of those five (5) two (2) were short listed and interviewed. Scoring was very close. A best and final offer (BAFO) was requested from both shortlisted vendors. After reviewing both BAFO's the committee has determined NCIC is the best overall selection for Inmate Telephones, Video Visitation, and Digital Mail Service for Williamson County.

Careful consideration was given to both Best and Final Offers and the following items resulted in the final selection.

- *Both best and final offers provided reduced calling rates to inmates and families. However, NCIC's calling rates reduced the cost of a 15-minute call from \$3.15 to \$1.65, while offering the highest guaranteed site commissions.*
- *NCIC offers a minimum annual guaranteed commission that exceeds the other best and final proposal; thereby offsetting cost to taxpayers.*
- *Video visitation rates offered by NCIC were less than those offered in the other finalist's best and final proposal.*

The evaluation committee recommends that NCIC be awarded the Williamson County Jail Inmate Telephones, Video Visitation, and Digital Mail Service contract for Williamson County.

Thank you,

*Kathleen Pokluda*

Chief of Corrections  
Williamson County Sheriff's Office  
508 S. Rock St.  
Georgetown, TX 78626  
Office Phone: 512-943-1350

## **INMATE COMMUNICATIONS SERVICE SUBSCRIBER AGREEMENT**

**FOR INMATE TELEPHONE, VIDEO VISITATION, MESSAGING, TABLETS AND  
MAIL SCANNING SERVICES.**

### **CONTRACT BETWEEN WILLIAMSON COUNTY SHERIFF'S OFFICE AND NETWORK COMMUNICATIONS INTERNATIONAL CORP. dba NCIC INMATE COMMUNICATIONS.**

This NCIC Inmate Communications Service Subscriber Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date"), by and between Network Communications International Corp. d/b/a NCIC Inmate Communications ("Provider" or "Respondent"), a Texas corporation, having its principal place of business at 607 E Whaley St., Longview, Texas 75601, and Williamson County, TX, ("Subscriber" or "County"), a political subdivision of the State of Texas, having its address at:

Address: 508 S Rock St

City, State & Zip Code: Georgetown, Texas 78626

Contact: Kathleen Pokluda, Assistant Chief

Phone: (512) 943-1300

Email address: kathleen.pokluda@wilco.org

### **WITNESSETH**

**Whereas**, Subscriber is the governmental or private entity responsible for the management, supervision, custody, protective care and control of 1) inmates housed in the following jail(s) and/or prison(s): WILLIAMSON COUNTY JAIL

(the jail(s) and/or prison(s) are referred to in this Agreement as the "Facility" or "Facilities") and 2) all buildings, grounds, property and matters connected with the Facility or Facilities.

**Whereas**, Provider is qualified and willing to provide Subscriber inmate telephone, video visitation, inmate tablets, digital mail scanning and related communication services

**Now, therefore**, in consideration of the mutual benefits to be derived hereby, Subscriber and Provider do hereby agree as follows:

#### **I. TERM**

- (A) This Agreement shall begin on the date that first call is completed through the NCIC platform and will continue in full force and effect for a period of three (3) years from such date ("Initial Term") and will automatically renew for two (2) consecutive additional one (1) year terms upon written agreement between both parties.

#### **II. TERMINATION**

Subscriber may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Provider. The Subscriber reserves the right to extend this period if it is in the best interest of the Subscriber. In the event the Subscriber exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Provider for goods, commodities and/or services provided, and expenses incurred to

and including the date of termination, will be due and payable. No penalty will be assessed for the Subscriber's termination for convenience. Provider shall have the right to terminate this Agreement pursuant to the provisions of Paragraph VII(A).

### **III. INMATE TELEPHONE SYSTEM**

#### **A. Installation of Inmate Telephone System**

Provider shall provide to the Subscriber, at no cost, a fully operational, local and long distance, secure and reliable Inmate Telephone System (ITS) to be installed at the Facility. The ITS provided to Subscriber shall include all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet Subscriber's requirements and be in compliance with any industry standard.

#### **B. Provider's Responsibilities**

Provider shall be responsible for the following with regard to the ITS:

1. Adhering to any and all municipal, state or federal requirements for ITS installation, certification, training or registration during the life of the agreement;
2. Complying with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all ITS and related services provided throughout the duration of the agreement;
3. Making all ITS modifications necessary to allow inmates to place calls in compliance with any industry dialing requirement change(s) at no cost to Subscriber;
4. Complying with and updating the ITS for any regulatory changes and requirements during the life of the Agreement. These changes include federal, state or local municipal regulatory changes. These changes shall be made within a reasonable time frame at no cost to Subscriber;
5. Providing a comprehensive ITS that will allow for collect, prepaid collect and debit calls for local, Intralata/intrastate, interlata/intrastate, interlata/interstate, and international calls;
6. Providing an ITS which includes, but is not limited to, system infrastructure, network, database, servers, new call processors, digital and analog communications circuits, telecommunications capabilities, monitoring and recording functionality, and any additional required system functionality;
7. Installing new inmate telephone equipment at all included Facilities and any required station cabling as determined necessary;
8. Providing systems and equipment that support the Facility's or Facilities' call monitoring/security needs, including terminals and digital recording equipment as determined necessary;
9. Providing a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical call transaction information;
10. Providing personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the ITS and equipment;



11. Providing ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure adequate service delivery;
12. Providing all required training and instructional materials required for use of the telephone services as applicable to inmates, families, and/or Facility staff; and
13. Providing all related support services not otherwise indicated herein.

### **C. ITS Installation**

As part of the installation process of the ITS at the Facility, Provider shall:

1. Provide all required materials, equipment, hardware, software and station cabling (where re-using existing station cabling is unavailable or new locations are required) for installation and maintenance of the ITS;
2. Wherever possible, Provider shall re-use existing station cabling installed at each Facility for the telephone instruments. In cases where existing station cabling cannot be used, Provider shall install new station cabling (Category 3 minimum) at no cost. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required. Provider shall comply with all applicable electrical codes;
3. Comply with the security guidelines on institutional security policies; and
4. Provide all coordination required with any local bandwidth provider and other carriers during installation and for the duration of the Agreement.

### **D. ITS System Functionality**

The ITS installed by Provider shall have the following functions:

1. A system fully supported by an infrastructure which has the capability to provide specified services such as secure and real-time monitoring of telephone calls;
2. Security features which prevent unauthorized individuals from accessing any information held by Provider;
3. Secured access to the system and the database for Subscriber's authorized users;
4. Complete support of all systems and software necessary to ensure provision of services at all times for the duration of the Agreement.; and
5. An automated announcement function capable of processing calls on a selective bi-lingual basis: English and Spanish.

### **E. Ownership of Inmate Telephone Equipment**

Throughout the term of the Agreement, Provider shall own all systems and equipment installed at the Facility and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost to Subscriber. Provider and Subscriber agree that at no time shall any of the systems and equipment installed at the Facility become a fixture such that it becomes a part of the real property where the Facility is located. Provider and Subscriber agree that all systems and equipment installed at the Facility will remain personal property owned by Provider.

### **F. Responsibilities of Subscriber**

Subscriber shall be responsible for the following:

1. Obtaining all necessary written consents from any other governmental or private entity for Provider and/or its subcontractors to:
  - a. Access any part of the Facility deemed necessary by Provider;
  - b. Perform any and all work necessary to install, repair, replace, or remove the ITS and its components; and
  - c. Perform any contractual duty imposed on Provider in this Agreement.
2. Supplying Provider and/or its subcontractors with security guidelines on institutional security policies;
3. Providing security, where needed, to Provider's employees and/or contractors during the installation, replacement, maintenance, or removal of the ITS and its components;
4. Properly accounting for the commissions received under this Agreement to any other necessary governmental or private entity; and
5. Providing prompt notice to Provider of any damage, defect, or needed repair to the VVS or any of its components.

#### **G. ITS Commission Payment to Subscriber**

Provider will forward a monthly payment to Subscriber on or about the 30<sup>th</sup> day starting after the initial traffic month to allow for a billing cycle to complete. Such payment shall be equal to **80%** of gross call revenue to Provider originating from the Facility, net of federal, state, and local taxes, pre-paid account fees, billing statement fees, approved free calls and any other cost recovery mechanism(s). The details regarding payments and revenue-share are provided within **Attachment A – Rates, Fees and Commissions** of this Agreement. Provider and Subscriber agree that in the event that rates and fees are decreased as mandated by any local, state, or federal agency that adversely affects Provider's profitability under this Agreement, Provider, upon written notice, shall have the right to decrease ITS commission payments to Subscriber in such a manner as it sees fit in order for the Agreement to be profitable for Provider. Monthly revenue statements will be provided to Subscriber for commission payments based on gross revenue upon request. If subscriber does not agree to the changes then they may cancel the contract with a 30-day written notice.

#### **H. Equipment Service & Maintenance**

With regard to the ITS, Provider shall provide fully functional equipment to support service delivery as specified herein at all designated Facilities in regard to all labor, materials, service hardware and/or software. Provider shall further warrant that any ITS equipment installed for Subscriber shall be free of defects, irregularities, code violations and shall operate as designed and proposed or negotiated. Time is of the essence in completing emergency and other service repairs or replacements. Thus, Provider is required to meet all response times as required by the Facility to return the system to normal operating status. In the event of extraordinary obstacles to service delivery for which Provider exceeds the time-to-service requirement, notification and a detailed plan of service shall be provided to the Facility, and Subscriber shall accept the detailed plan of service.

#### **IV. VIDEO VISITATION SYSTEM**

##### **A. Installation of Video Visitation System**

Provider shall provide to Subscriber, at no cost, a fully operational, secure and reliable Video Visitation System (VVS) to be installed at the Facility. The VVS shall, depending on the requirements of Subscriber, be capable of completing both on-site (standard) and off-site (remote) visitation sessions, as well as a range of complementary inmate applications such as secure inmate messaging, inmate tickets, and access to third-party applications based on the preferences and allowances of Subscriber. The VVS installed by Provider shall include all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet Subscriber's requirements and be in compliance with any industry standard.

##### **B. Provider's Responsibilities**

Provider shall be responsible for the following with regard to the VVS:

1. Adhering to any and all municipal, state or federal requirements for VVS installation, certification, training or registration during the life of the agreement;
2. Complying with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all VVS and related services provided throughout the duration of the agreement;
3. Making all VVS modifications necessary to allow inmates to participate in VVS sessions in compliance with any industry requirement change(s) at no cost to Subscriber;
4. Complying with and updating the VVS for any regulatory changes and requirements during the life of the Agreement. These changes include federal, state or local municipal regulatory changes. These changes shall be made within a reasonable time frame at no cost to Subscriber;
5. Providing a comprehensive VVS that will allow for on-site and off-site visitation services based on the needs of Subscriber;
6. Providing a VVS which includes, but is not limited to, system infrastructure, network, database, servers, new visitation processors, communications circuits, visitation monitoring and recording functionality, and any additional required system functionality;
7. Installing new video visitation equipment at all included Facilities and any required station cabling as determined necessary;
8. Providing systems and equipment that support the Facility's or Facilities' visitation monitoring/security needs, including visitation terminals and digital recording equipment as determined necessary; Also, will include one station for off-site attorney free visit calls with no recording capability.
9. Providing a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical visitation transaction information;

10. Providing personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the VVS system and equipment;
11. Providing ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure adequate service delivery;
12. Providing all required training and instructional materials required for use of the video visitation services as applicable to inmates, families, and/or Facility staff; and
13. Providing all related support services not otherwise indicated herein.

### **C. VVS Installation**

As part of the VVS installation process at the Facility, Provider shall:

1. Provide all required materials, equipment, hardware, software and station cabling (where re-use is unavailable or new locations are required) for installation and maintenance of the VVS;
2. Wherever possible, re-use existing station cabling installed at each Facility for the visitation stations. In cases where existing station cabling cannot be used, Provider shall install new station cabling at no cost. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required. Provider shall comply with all applicable electrical codes;
3. Provider shall comply with the security guidelines on institutional security policies.
4. Provider shall provide all coordination required with any local bandwidth provider and other carriers during installation and for the duration of the Agreement; and
5. Ensure that informational flyers, placards or other media is provided to inmates and visitors showing VVS use instructions, rate information and any other information deemed essential to the utilization of the VVS.

### **D. VVS System Functionality**

The VVS installed by Provider at the Facility shall have the following functions:

1. The VVS will be suitable for a correctional environment, sturdy, tamper-resistant, and will provide high-quality, stereo audio and broadcast-quality video;
2. The VVS shall be capable of completing on-site visitation sessions at no cost to the general public or inmate; however, Provider will charge a per-minute rate for any off-site (remote) visitation sessions connected;
3. Provider shall provide remote access to Subscriber's authorized users for the purpose of managing inmate visitation profiles, monitoring visitation sessions, applying visitation restrictions and managing visitation scheduling;
4. The VVS shall allow Subscriber's authorized users to remotely shut down and/or disable an individual inmate visitation station or group of visitation stations quickly and selectively without affecting other visitation stations. Further, the VVS shall be capable of limiting the length of a video visitation session, providing service at certain designated times of the day/week/month, and allowing a maximum number of video visitation sessions per inmate per week or month;

5. The VVS shall include a web-based scheduling application that allows visitors (public and professional) to register, schedule, fund and/or cancel standard and remote visitation sessions using an internet browser and internet connection; and
6. The VVS shall fully monitor and record all visitation sessions, unless there are restrictions that prohibit the recording and monitoring of certain sessions, such as privileged attorney-client communications.

#### **E. Ownership of Video Visitation Equipment**

Throughout the term of the Agreement, Provider shall own all systems and equipment installed at the Facility and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost to Subscriber. Provider and Subscriber agree that at no time shall any of the systems and equipment installed at the Facility become a fixture such that it becomes a part of the real property where the Facility is located. Provider and Subscriber agree that all systems and equipment installed at the Facility will remain personal property owned by Provider

#### **F. VVS Commission Payment to Subscriber**

Provider will forward a monthly payment to Subscriber on or about the 30<sup>th</sup> day starting after the initial traffic month to allow for a billing cycle to complete. Such payment shall be equal to **26%** of gross messaging, attachment and remote visitation session revenue associated with remote visitation originating from the Facility, net of federal, state and local taxes, pre-paid account fees, approved free visitation sessions and any other cost recovery mechanism(s). It is understood that on-site (standard) visitation is typically provided at no cost to inmates and their friends or family. The agreed-upon rates for off-site (remote) visitation sessions are referenced in **Attachment A – Rates, Fees and Commissions** of this Agreement. Provider and Subscriber agree that in the event that rates and fees are decreased as mandated by any local, state, or federal agency that adversely affects Provider's profitability under this Agreement, Provider shall have the sole right and discretion to decrease VVS commission payments to Subscriber in such a manner as it sees fit in order for the Agreement to be profitable for Provider. Monthly revenue statements will be provided to Subscriber for commission payments based on gross revenue upon request.

#### **G. Responsibilities of Subscriber**

Subscriber shall be responsible for the following:

1. Obtaining all necessary written consents from any other governmental or private entity for Provider and/or its subcontractors to:
  - a. Access any part of the Facility deemed necessary by Provider;
  - b. Perform any and all work necessary to install the VVS and its components; and
  - c. Perform any contractual duty imposed on Provider in this Agreement.
2. Supplying Provider and/or its subcontractors with security guidelines on institutional security policies;
3. Providing security, where needed, to Provider's employees and/or contractors during the installation, replacement, maintenance, or removal of the VVS and its components;



4. Properly accounting for the commissions received under this Agreement to any other necessary governmental or private entity; and
5. Providing prompt notice to Provider of any damage, defect, or needed repair to the VVS or any of its components.

#### **H. Equipment Service & Maintenance**

With regard to the VVS, Provider shall provide equipment to support service delivery as specified herein at all designated Facilities that are fully functional with regard to all labor, materials, service hardware and/or software. Provider shall further warrant that any VVS equipment installed for Subscriber shall be free of defects, irregularities, code violations and shall operate as designed and proposed or negotiated. Time is of the essence in completing emergency and other service repairs or replacements. Thus, Provider is required to meet all response times as required by the Facility to return the system to normal operating status. In the event of extraordinary obstacles to service delivery for which Provider exceeds the time-to-service requirement, notification and a detailed plan of service shall be provided to the Facility, and Subscriber shall accept the detailed plan of service.

#### **V. INMATE TABLET SYSTEM**

##### **A. Provision of Inmate Tablet System**

Provider shall provide an Inmate Tablet System designed to provide tablet computers (the "Inmate Tablet") that securely introduce a range of applications and services on each Inmate Tablet to the inmate population at Subscriber's Facility or Facilities. Applications and services on the Inmate Tablet may include educational content, communications services (e.g. inmate calling, inmate messaging, video visitation, etc), entertainment options, religious services and access to approved third-party services. Subscriber shall be solely responsible for approving each application, program, or service on each Inmate Tablet provided to the inmate population at the Facility.

##### **B. Provider's Responsibilities**

Provider shall be responsible for the following with regard to the Inmate Tablet System:

1. Adhering to any and all municipal, state or federal requirements for Inmate Tablet installation, certification, training or registration during the life of the agreement.
2. Complying with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all Inmate Tablets and related services provided throughout the duration of the agreement.
3. Making all Inmate Tablet modifications necessary to allow inmates to utilize tablets in compliance with any industry requirement(s) at no cost to Subscriber.
4. Complying with and updating the Inmate Tablets for any regulatory changes and requirements during the life of the Agreement. These changes include federal, state or local municipal regulatory changes. These changes shall be made within a reasonable time frame at no cost to Subscriber.
5. Providing a comprehensive Inmate Tablet solution that will allow for a range of inmate communication, educational, and facility service applications based on the requirements and approval of Subscriber;



6. Providing a comprehensive Inmate Tablet solution including, but not limited to, system infrastructure, network, database, servers, telecommunications capabilities, monitoring and recording functionality, and any additional required system functionality;
7. Installing new Inmate Tablet equipment at all included Facilities and any required station cabling and wireless infrastructure as determined necessary by Subscriber;
8. Providing systems and equipment that support the Facility's or Facilities' Inmate Tablet monitoring/security needs, including wireless infrastructure, Inmate Tablet charging equipment, proper storage, storage backup, retrieval, and retention of data utilizing equipment supplied by Provider and as determined necessary by Subscriber.
9. Providing a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical Inmate Tablet session transaction information;
10. Providing personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the Inmate Tablet system and equipment, as needed;
11. Providing ongoing maintenance, repair, replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery;
12. Providing all required training and instructional materials required for use of Inmate Tablet services as applicable to inmates, families, and/or Facility staff, and;
13. Providing all related support services not otherwise indicated herein.

### **C. Inmate Tablet System Payment**

Provider will forward monthly payment to Subscriber on or about the 30<sup>th</sup> day starting after the initial traffic month to allow for a billing cycle to complete. The agreed-upon rates for all inmate communications services administered through the Inmate Tablets are referenced in **Attachment A – Rates, Fees and Commissions** of this Agreement. Provider and Subscriber agree that in the event that rates and fees are decreased as mandated by any local, state, or federal agency that adversely affects Provider's profitability under this Agreement, Provider shall have the sole right and discretion to decrease Inmate Tablet System commission payments to Subscriber in such a manner as it sees fit in order for the Agreement to be profitable for Provider. Monthly revenue statements will be provided to Subscriber for commission payments based on gross revenue upon request.

### **D. Equipment Service & Maintenance**

With regard to the Inmate Tablet System, Provider shall provide fully functional equipment to support service delivery as specified herein at all designated Facilities in regard to all labor, materials, service hardware and/or software. Provider shall further warrant that any Inmate Tablet System equipment installed for Subscriber shall be free of defects, irregularities, code violations and shall operate as designed and proposed or negotiated. Time is of the essence in completing emergency and other service repairs or replacements. Thus, Provider is required to meet all response times as required by the Facility to return the system to normal operating status. In the event of extraordinary obstacles to service delivery for which Provider exceeds the time-to-service requirement, notification and a detailed plan of service shall be provided to the Facility, and Subscriber shall accept the detailed plan of service.

### **E. Responsibilities of Subscriber**

Subscriber shall be responsible for the following:

1. Obtaining all necessary written consents from any other governmental or private entity for Provider and/or its subcontractors to:
  - a. Access any part of the Facility or Facilities deemed necessary by Provider;
  - b. Perform any and all work necessary to install the Inmate Tablet System and its components; and
  - c. Perform any contractual duty imposed on Provider in this Agreement;
2. Supplying Provider and/or its subcontractors with security guidelines on institutional security policies;
3. Providing security to Provider's employees and/or contractors during the installation of the Inmate Tablet System and its components;
4. Properly accounting for the commissions received under this Agreement to any other necessary governmental or private entity; and
5. Providing prompt notice to Provider of any damage, defect, or needed repair to the VVS or any of its components.

#### **VI. INMATE MAIL SCANNING**

- 1) NCIC will receive, process and scan inmate mail at its mail processing location located at 607 E. Whaley Street, Longview Texas 75601. The inmate mail will be scanned into the video visitation and messaging platform for inmates to view mail on the kiosk and tablets in their cell.
- 2) Friends and Family members nor inmates will be charged for mail that is sent to NCIC to be processed and scanned in for inmates to view.
- 3) NCIC does not open or scan Legal or Medical Mail. Legal and Medical Mail will still be sent to the Williamson County Sheriff's Office so that it can be delivered to inmates by jail staff.
- 4) There is no cost for this service to Williamson County.

#### **VII. MISCELLANEOUS**

##### **A. Termination**

Either party may terminate this Agreement for cause prior to expiration of the initial term if there is an alleged breach of the term(s) by the offending party. If an alleged breach of this Agreement occurs, the offended party shall provide written notice to the offending party, demanding that the offending party cure said breach within thirty (30) days. The cure period may be extended to a mutually agreeable date up to ninety (90) days if the default cannot be reasonably cured within the specified time and if the defaulting party has begun to cure the default. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

##### **B. Indemnification**

Provider shall be liable, and agrees to be liable for, and shall indemnify, defend and hold Subscriber, its employees, agents, officers, heirs, and assignees harmless from any and all demands, claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence,

or omissions by Provider, or its employees or agents, in the course of the operations of this Agreement. This obligation by Provider to indemnify, defend, and hold Subscriber harmless includes without limitation all costs, expenses, and attorney's fees incurred on account of any demands, claims, suits, judgments, or damages.

**C. Provider's Insurance**

Provider agrees to maintain the insurance coverage required to be maintained by Provider and to maintain such insurance in effect at all times during the existence of this Agreement.

**D. Assignment**

In the event that Provider transfers, sells, or assigns its rights under this agreement, there shall be required written consent by Subscriber to the assignment of this Agreement.

**E. Force Majeure**

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

**F. Severability**

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Agreement can still be determined and effectuated.

**G. Governing Law**

This Agreement is executed and entered into in the State of Texas, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Texas.

**H. No Third-Party Beneficiaries**

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to any party not a signatory hereto.

**I. Exclusivity and Right of First Refusal**

In consideration of compensation and services provided herein, Subscriber grants to Provider the exclusive right to install and maintain telephones and/or inmate communications systems of any type, including the Inmate Telephone System, the Video Visitation System, and the Inmate Tablet System (the "Inmate Communications Systems") within its Facility or on its private property (Location) during the term of this Agreement. Provider and Subscriber have agreed upon specific rates for inmate collect, debit and prepaid collect calls, video visitation sessions, as well as ancillary inmate communications technologies as described in **Attachment A – Rates, Fees and Commissions** of this Agreement. Except for existing third-party vendors and only until such third-party vendor's contract expires, Subscriber will not allow any products or services that compete with any of those products or services that are or could be supplied by Provider during the term of this Agreement to be, or to remain, installed at Subscriber's Facility, including any present or future Subscriber Facilities. Provider will have the exclusive right to provide those products and services to be installed, implemented, or used at Subscriber's Facility throughout the term of this

Agreement, including any renewals and/or extensions of this Agreement, and shall also have the exclusive right to install, monitor, and provide services for any other Inmate Communication Systems, including but not limited to inmate communications, educational or entertainment products or services, deposit kiosk services, inmate banking services, tablets, video visitation, inmate electronic messaging, inmate electronic mail, sought by Subscriber to be used, installed, or implemented at the Facility during the term of this Agreement, whether the products or services are for inmates located at Subscriber's Facility or at third-party Facilities owned and/or managed by Subscriber; however, that Provider shall not be obligated to exercise this exclusive right.

**J. Circumstances Uncontrollable by Provider**

Provider reserves the right to renegotiate or terminate this Agreement upon thirty (30) days written notice upon the occurrence of circumstances outside Provider's control related to the Facilities including, without limitation, 1) changes in rates, regulations, or operations mandated by law; 2) reduction in inmate population or capacity; 3) changes in jail policy or economic conditions; 4) acts of God or actions constituting force majeure, as stated in Paragraph IV(E) above; or 5) actions taken by the Facility that negatively impact the Providers business. Subscriber acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time to time and nothing contained herein shall restrict Provider from taking the necessary actions in order to be in compliance with those federal, state, or local regulatory requirements.

**K. Suspension of Unused Applications**

With regard to applications, software, or products that are licensed to Subscriber such as Voice Biometrics, Call Transcription Services and other features, products or applications licensed as part of the Inmate Telephone System, if the features, products, or applications are not accessed or used within ninety (90) consecutive days, Provider reserves the right to disable such applications and only re-enable such applications when requested.

**L. Right To Audit**

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

**M. Cooperative Purchasing for other Agencies**

Subscriber will permit other County and State agencies to utilize the terms and conditions of this Agreement, offering the prices and the terms and conditions offered herein to other government agencies who wish to participate in a cooperative purchase program with Subscriber's agency, where such cooperative usage will contribute to any volume discounts or incentives for participating agencies. Participating agencies may include the services, purchase and installation, removal, modifications, and maintenance. Other agencies will be responsible for entering into separate Agreements with the Contract and for all payments thereunder.

**N. Successors and Assigns**

Each of the covenants in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of Provider and Subscriber.

#### **O. Entire Agreement**

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

- A. Provider Response to Williamson County Request for Proposal #22RFP62;
- B. Provider Best and Final Offer to Williamson County Request for Proposal #22RFP62; and
- C. Provider Inmate Communications Service Subscriber Agreement.

In the event a dispute arises between terms and conditions of: 1) Provider Response to Williamson County Request for Proposal #22RFP62; (2) Provider Best and Final Offer to Williamson County Request for Proposal #22RFP62; and (3) Provider Inmate Communications Service Subscriber Agreement, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) Provider Inmate Communications Service Subscriber Agreement; (2) Provider Best and Final Offer to Williamson County Request for Proposal #22RFP62; and (3) Provider Response to Williamson County Request for Proposal #22RFP62.

#### **P. Counterpart Execution and Electronic Signatures**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together constitute but one and the same instrument. All parties consent to the use of DocuSign or a similar electronic document execution service to take place of a physical signature on this Agreement, and that the electronic signatures will be the same as if physically signed by each party.

#### **Q. Further Assurances**

The provisions of this Agreement are intended to be self-operative and shall not require further agreement by the parties unless otherwise specifically provided herein. Nonetheless, all parties shall cooperate fully to execute any and all supplementary documents, and to take all additional actions that are consistent with and which may be necessary or appropriate to give full force and effect to the terms of this Agreement.

#### **R. Dispute Resolution**

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

b.

#### **S. Venue and Governing Law**

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

#### **T. Authority of Signatories**

Each of the individuals signing this Agreement have full power and authority to enter into this Agreement on behalf of Provider and Subscriber and to fully bind Provider and Subscriber to the terms of this Agreement.

**SIGNED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

SUBSCRIBER


\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

PROVIDER

  
\_\_\_\_\_  
Signature

Martin Gonzales  
\_\_\_\_\_  
Print Name

NCIC Sales Representative  
\_\_\_\_\_  
Title

05/19/2022  
\_\_\_\_\_  
Date



## ATTACHMENT A

INMATE TELEPHONE SYSTEM				
CALL TYPE	PREPAID COLLECT		CARDLESS DEBIT / DEBIT CARDS	
	CONNECTION FEE	PER MINUTE	CONNECTION FEE	PER MINUTE
ALL CALLS WITHIN THE UNITED STATES:	\$0.00	\$0.11	\$0.00	\$0.11
MEXICO & CANADA:	\$0.00	\$0.11	\$0.00	\$0.11
ALL OTHER INTERNATIONAL:	\$0.00	\$0.30	\$0.00	\$0.30
INBOUND VOICEMAIL:	\$0.30 (up to 3-Minutes duration)			
COMMISSION AMOUNT & GUARANTEE:	<p><b><u>80% of Gross Call Revenue on all call types including Interstate Call Traffic</u></b></p> <p>NCIC is guaranteeing that Williamson County will receive a MINIMUM of \$77 per month per inmate. With an average daily population of 600 inmates as stated in the RFP that would be a MINIMUM Commission of \$46,200 a month and a yearly MINIMUM Commission of \$554,400. This is higher than the Commission than Williamson County currently averages.</p>			
TECHNOLOGY BONUS:	<p>NCIC is proposing to offer Williamson County a <b><u>\$135,000.00 Technology Grant</u></b> which can be spent on any technology desired by the County. (Payable within 10-days of communications system installation)</p>			
CALL TRANSCRIPTION AND INVESTIGATIVE KEYWORD ALERTS:	<p><b>\$0.00 (No Cost to Facility or Inmate)</b></p> <p>Workforce multiplier for Investigators by decreasing workload when searching for particular names, specific drugs, weapons and an unlimited selection of keywords.</p>			

CONTINUED ON THE FOLLOWING PAGE...

**VIDEO VISITATION SYSTEM and KIOSK FEATURES**

<u>CHARGE/FEE NAME</u>	<u>AMOUNT</u>
REMOTE (OFF-SITE) VIDEO VISITATION – PER MINUTE RATE:	<u>\$0.18</u>
ON-SITE VIDEO VISITATION – PER MINUTE RATE:	<u>\$0.00</u>
SECURE INMATE MESSAGING – RATES:	Text Messages - <u>\$0.20</u> Picture Attachments - <u>\$0.25</u> Video Messages (30 Seconds) - <u>\$0.30</u> GIFs - <u>\$0.05</u>
REMOTE VIDEO VISITATION and INMATE MESSAGING – COMMISSION:	<u>26%</u> of Gross Visit / Messaging Revenue
OFFSITE DIGITAL MAIL:	<u>\$0.00</u> (No Cost to inmate, family or Facility) Our Mail Processing solution is owned and operated by NCIC and processed in Texas. This is not sent to a 3rd party vendor and saves countless hours of manpower for Williamson County.
COMMISSARY ORDERING:	<u>\$0.00</u> (No Cost to Inmate, Family or Facility) Continues to save staff's time on each shift by eliminating paper orders. Ordering Commissary in this manner can also increase commissary sales by 20% by allowing real-time ordering any day of the week.
LAW LIBRARY:	<u>\$0.00</u> (No Cost to Inmate, Family or County) Savings of \$450 a month to Williamson County based on the ADP of 600 Inmates on the Jail Commission Summary report with NCIC covering the cost of \$0.75 a month per Inmate.
INMATE FORMS & DOCUMENTS:	<u>\$0.00</u> (No Cost to Inmate, Family or Facility) Continues to save time for all employees at booking and while making their rounds by posting Jail Rules and Inmate Documents on the Inmate Kiosk and Tablets for Inmates to read in their cells as needed.
GRIEVANCES, INMATE REQUESTS, & MEDICAL REQUESTS:	<u>\$0.00</u> (No Cost to Inmate, Family or Facility) Workforce multiplier by eliminating paper or verbal requests and allows Inmate to submit everything they need from the kiosk or tablet as need. We also provide detainee to staff messaging history that we maintain on our system for the life of the contract to minimize any litigation.
RECHARGE FOR RE-ENTRY FOR INMATES:	<u>\$0.00</u> (No Cost to Inmate, Family or Facility) Value to Facility would be the reduction of recidivism and increased morale of Inmate population which ends up saving the Facility thousands of dollars.
INMATE EDUCATIONAL PLATFORM VIA TABLETS & KIOSK:	<u>\$0.00</u> (No Cost to Inmate, Family or County) A savings of \$3,000 a month to Williamson County based on the ADP of 600 Inmates on the Jail Commission Summary report with NCIC covering the cost of \$5 month per Inmate.

**INMATE COMMUNICATION SYSTEM – FEES**

<u>CHARGE/FEE NAME</u>	<u>AMOUNT</u>
LIVE OPERATOR TRANSACTION FEE:	<u>\$5.95</u>
AUTOMATED OPERATOR TRANSACTION FEE:	<u>\$3.00</u>
WEB TRANSACTION FEE:	<u>\$3.00</u>

Subscriber Initials: \_\_\_\_\_ Provider Initials: M.G.  
 Date: \_\_\_\_\_ Date: 05/19/2022

**Commissioners Court - Regular Session**

**35.**

**Meeting Date:** 05/31/2022

Comm Item

**Submitted For:** Bill Gravell

**Submitted By:** Hal Hawes, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Hear update, conduct deliberations, and take any appropriate action relating to potential organizational restructuring, personnel movement, management structure, budget implications and/or adjustment of business and operating processes relating to Law Enforcement Emergency Communications and Fire & EMS Emergency Communications for Williamson County.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 05/26/2022

**Reviewed By**

Becky Pruitt

**Date**

05/26/2022 09:24 AM

Started On: 05/26/2022 09:08 AM

**Commissioners Court - Regular Session**

**36.**

**Meeting Date:** 05/31/2022

Award of Professional Service Agreement through RFQ #21RFSQ2 for South Jail Boiler to Talex, Inc, Engineers for Facilities Management

**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 a Professional Services Agreement through RFQ #21RFSQ2 for Design and Engineering Services to renovate the hot water and exhaust system at the existing South Jail Facility to Talex Inc., Engineers in the amount of \$264,000.00, and authorize execution of the agreement.

**Background**

Talex Inc., Engineers is part of the pool of consultants available on an as-needed basis through RFQ #21RFSQ2. For this particular project this firm was the most qualified Mechanical Electrical and Plumbing (MEP) Engineer due to their familiarity with the building, experience remedying other MEP issues in this section of the jail, and they initially identified the exhaust system issue. Funding Source: ARPA 445P/445A/2.1 Department Point of Contact is Trenton Jacobs.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Professional Service Agreement

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Johnny Grimaldo  
Final Approval Date: 05/26/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

05/26/2022 11:20 AM  
05/26/2022 11:26 AM  
Started On: 05/18/2022 12:22 PM



## **AGREEMENT FOR DESIGN & ENGINEERING SERVICES**

**PROJECT:** Jail South Boiler Renovations ("Project")

**ARCHITECT/  
ENGINEER:**

**Talex Inc., Engineers ("A/E")**  
Thomas R. Alexander, P.E., President  
763 Tumbleweed Trail  
Lockhart, Texas 78644

**COUNTY'S DESIGNATED  
REPRESENTATIVE:**

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

**THIS AGREEMENT FOR DESIGN AND ENGINEERING SERVICES ("Agreement")** is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

### **R E C I T A L S**

**WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A** entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional architects and engineers; and

**WHEREAS, County intends to renovate the hot water and exhaust system at the existing South Jail Facility;** and

**WHEREAS, County desires that A/E perform certain professional services in connection with the Project;** and

**WHEREAS, A/E represents that it is qualified and desires to perform such services;**

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

## **ARTICLE 1 SCOPE OF AGREEMENT**

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

## **ARTICLE 2 CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS**

### **2.1 Contract Documents.**

Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

### **2.2 Existing Information.**

County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

### **2.3 Project Documents.**

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

#### **2.3.1**

Texas Accessibility Standards (TAS) of the Architectural Barriers Act, **Article 9102, Texas Civil Statutes**, Effective March 15, 2012, including latest revisions

#### **2.3.2**

Americans with Disabilities Act (ADA)

#### **2.3.3**

Williamson County Facilities Building Code Adoption List, 2020 edition as updated

#### **2.3.4**

Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated



### **ARTICLE 3 NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED**

#### **3.1 Non-collusion.**

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

#### **3.2 Debarment Certification.**

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

#### **3.3 Financial Interest Prohibited.**

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

### **ARTICLE 4 CHARACTER AND SCOPE OF SERVICES**

#### **4.1**

In consideration of the compensation herein provided, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

#### **4.2**

A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the "Basic Scope of Services", "Basic Services" or the "Scope of Services"):

##### **4.2.1**

The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

#### **4.2.2**

As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

#### **4.2.3**

The detailed Basic Services for the Project is set forth herein as Exhibit A to this Agreement, which is expressly incorporated and made a part hereof.

### **ARTICLE 5 TIME FOR PERFORMANCE**

#### **5.1 Commencement.**

A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

#### **5.2 Duration.**

A/E agrees to complete the Basic Services within the time period set forth in Exhibit C. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

### **ARTICLE 6 COMPENSATION AND EXPENSES**

#### **6.1 Basic Fee.**

For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Two Hundred Sixty-Four Thousand Dollars (\$ 264,000)** hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in Exhibit A. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in Exhibit B – Fee Schedule. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

#### **6.2 Expenses.**

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under Exhibit D. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed

to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Two Thousand, Six Hundred Forty Dollars (\$ 2,640)**.

## **ARTICLE 7 ADDITIONAL SERVICES AND CHARGES**

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as “Additional Services”), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

A/E shall not, however, be compensated for work made necessary by A/E’s negligent errors or omissions. In the event of any dispute over the classification of A/E’s services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

## **ARTICLE 8 TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT**

### **8.1 Time of Payment.**

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of

performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

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

## **8.2 Prompt Payment Policy.**

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

### **8.2.1**

There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

### **8.2.2**

There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

### **8.2.3**

The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

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

## **ARTICLE 9 PROJECT TEAM**

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

**Williamson County Facilities Department  
Attn: Director of Facilities  
3101 SE Inner Loop  
Georgetown, Texas 78626**

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

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

**Talex Inc., Engineers ("A/E")**  
Thomas R. Alexander, P.E., President  
763 Tumbleweed Trail  
Lockhart, Texas 78644

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

## ARTICLE 10 NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

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

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

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

**A/E:** Talex Inc., Engineers  
763 Tumbleweed Trail  
Lockhart, TX 78644

Attention: Thomas R. Alexander, P.E.  
President

Either party may designate a different address by giving the other party ten (10) days written notice.

## ARTICLE 11 PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services and, when applicable, progress of Additional Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested



by County, in order for County to evaluate features of the Basic Services and any applicable Additional Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services and any applicable Additional Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement, then County shall review same with A/E to determine corrective action required.

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

#### **11.1**

Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

#### **11.2**

Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

## **ARTICLE 12 CHANGES IN COMPLETED BASIC SERVICES**

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

## **ARTICLE 13**

### **REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT**

#### **13.1 Review Process.**

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

##### **13.1.1 Submittal.**

Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in Exhibit C.

##### **13.1.2 Completion.**

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

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

##### **13.1.3 Acceptance.**

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

##### **13.1.4 Final Approval.**

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

### **13.2 Revision to A/E Work Product.**

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

### **13.3 Days.**

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

### **13.4 County's Reliance on A/E.**

**A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.**

## **ARTICLE 14 SUSPENSION**

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

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

## **ARTICLE 15 VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT**

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

## **ARTICLE 16 TERMINATION**

This Agreement may be terminated as set forth below.

### **16.1**

By mutual agreement and consent, in writing, of both parties.

### **16.2**

By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

### **16.3**

By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

### **16.4**

By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

### **16.5**

By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services

required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

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

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

## **ARTICLE 17 USE OF DOCUMENTS**

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

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

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

reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

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

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

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

## **ARTICLE 18 PERSONNEL, EQUIPMENT, AND MATERIAL**

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



## **ARTICLE 19 SUBCONTRACTING**

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

## **ARTICLE 20 MODIFICATIONS**

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

## **ARTICLE 21 COMPLIANCE WITH LAWS**

### **21.1 Compliance.**

A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

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

### **21.2 Taxes.**

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

## **ARTICLE 22 INDEMNIFICATION**

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

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

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

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE

CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

### **ARTICLE 23 PROFESSIONAL'S RESPONSIBILITIES**

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

### **ARTICLE 24 PROFESSIONAL'S SEAL**

The responsible architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

### **ARTICLE 25 INSURANCE**

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

#### **25.1 Coverage Limits.**

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

##### **25.1.1**

Worker's Compensation in accordance with statutory requirements.

### **25.1.2**

Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

### **25.1.3**

Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000 per occurrence and \$1,000,000 in the aggregate.

### **25.1.4**

Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000 per claim.

## **25.2 Additional Insureds; Waiver of Subrogation.**

County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary; and, any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

## **25.3 Premiums and Deductible.**

A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in A/E's insurance must be declared and approved in writing by County in advance.

## **25.4 Commencement of Work.**

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

## **25.5 Insurance Company Rating.**

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

## **25.6 Certification of Coverage.**

A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other**

**notification requirements set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

### **25.7 No Arbitration.**

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

### **25.8 Subcontractor/ Subconsultant's Insurance.**

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

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

### **25.9 Insurance Policy Endorsements.**

Each insurance policy shall include the following conditions by endorsement to the policy:

#### **25.9.1**

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

**Williamson County Purchasing  
100 Wilco Way  
Suite P101  
Georgetown, Texas 78626**

#### **25.10.1**

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

### **25.10 Cost of Insurance.**

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

## **ARTICLE 26 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

## **ARTICLE 27 SEVERABILITY**

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## **ARTICLE 28 PRIOR AGREEMENTS SUPERSEDED**

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

## **ARTICLE 29 A/E'S ACCOUNTING RECORDS**

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E 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 detailed records, books, documents, and papers which are directly pertinent to the services to



be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

## **ARTICLE 30 GENERAL PROVISIONS**

### **30.1 Time is of the Essence.**

A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in Exhibit C may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

### **30.2 Force Majeure.**

Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

### **30.3 Enforcement and Venue.**

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

### **30.4 Standard of Performance.**

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

### **30.5 Opinion of Probable Cost.**

Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or

over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

### **30.6 Opinions and Determinations.**

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

### **30.7 Reports of Accidents.**

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

### **30.8 Gender, Number, and Headings.**

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

### **30.9 Construction.**

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

### **30.10 Independent Contractor Relationship.**

Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

### **30.11 No Waiver of Immunities.**

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to 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.

### **30.12 Texas Public Information Act.**

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

### **30.13 Governing Terms and Conditions.**

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix this Agreement.

### **30.14 Appropriation of Funds by County.**

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

## **ARTICLE 31 DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding

mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

### **ARTICLE 32 EQUAL OPPORTUNITY IN EMPLOYMENT**

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

### **ARTICLE 33 MERGER**

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

### **ARTICLE 34 PUBLIC CONTACT**

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

**ARTICLE 35  
A/E's REPRESENTATIONS**

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

**ARTICLE 36  
SIGNATORY WARRANTY**

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

**IN WITNESS WHEREOF**, County has caused this Agreement to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

**A/E:**  
Talex Inc., Engineers

**COUNTY:**  
Williamson County, Texas

By: T.R. ALEXANDER  
Signature

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

Thomas R. Alexander, P.E.  
Printed Name

\_\_\_\_\_  
Printed Name

President, Tallex, Inc.  
Title

\_\_\_\_\_  
Title

Date Signed: 5/24/2022

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

## EXHIBIT A

### SCOPE OF BASIC SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

#### GENERAL REQUIREMENTS

**Design Criteria.** A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

**Right-of-Entry and Coordination.** A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

**Progress Reporting.** A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.



A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per Exhibit C – Production Schedule. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

**Coordination.** A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

**Level of Effort.** A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

**Quality Assurance (QA) and Quality Control (QC).** A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

**Organization of Plan Sheets.** The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

**Naming of Electronic Project Files and Organization of Design Project Folders.** A/E shall use succinct and understandable file names including project name, file content, date created (i.e. "Project Name\_SD PLANS\_year.month.day"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

**SCOPE OF WORK:**

Williamson County Jail  
508 S. Rock St.  
Georgetown, Texas 78626  
445P, 445A, 2.1

A/E intends to provide continuing engineering services for design and consulting on the Wilco Jail Facility to design modifications for the renovation of the domestic hot water system serving the South Jail facility. The scope of the engineering, design and production work will include approximately the following:

- Investigate the existing domestic hot water system to determine the configuration of the existing systems.
- Analyze the existing domestic water supply system to determine deficiencies and any additional corrections that may need to be made to the piping and equipment to accommodate the connection points of the new equipment and system modifications.
- Transcribe the existing piping investigation findings into a set of drawings in order to describe the necessary modifications.
- Design of mechanical, plumbing and electrical modifications to accommodate the following inclusive scope of work:
  - Provide temporary domestic water heaters and necessary piping connections for the jail during construction.
  - Demo, reconfigure and replace existing gas fired water heaters.
  - Demo and replace existing water storage tank.
  - Demo and replace all domestic water supply and return piping in the boiler room.
  - Replace all shut off and control valves in the boiler room.
  - Provide new primary hot water circulation pumps.
  - Replace existing secondary pumps in the boiler room.

- Demo existing water heater flues and replace with new flue piping system.
- Verify adequacy of boiler room combustion and ventilation air and modify as necessary to meet building code requirements.
- Reconfigure hot water return lines for inmate cells to reduce HW delivery time.
  
- Replace existing shower valves in cell block showers.
- Add water softener system for domestic HW system.
- Modify drainage in boiler room to accommodate the new equipment configuration.
- Modify electrical to accommodate new equipment configuration.
- Production of a set of drawings and specifications to adequately describe the work of the Project to perspective bidders and construction contractors.
- Construction Administration services to include:
  - Aid the County in solicitation and evaluation of bids.
  - Response to requests for information.
  - Response and design of request for changes.
  - Review of submittals.
  - Attendance of construction site meetings.
  - Regular site observations and reporting.
  - Review and approval of pay applications.
  - Preparation of punch lists.
  - Verification of completion of punch lists.
  - Review of closeout documents.

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Exhibit C – Production Schedule. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

**Phases I-II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate**

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

- A. Investigate site/facility and verify known existing or available utility locations.
- B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International

Energy Conservation Code (IECC), and any other applicable codes and ordinances.

- C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.
- D. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.
- E. Prepare a Design Development level cost estimate in a form acceptable to County.
- F. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.
- G. Provide deliverables in accordance with County's Design Submittal Guidelines.

### **Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate**

Upon County acceptance of previous phase, A/E shall proceed with the following:

- A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.
- B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.
- C. Prepare a detailed cost estimate of the project on a form acceptable to County.
- D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.
- E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.
- F. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:**

Upon County acceptance of previous phase, A/E shall proceed with the following:

- A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner’s Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).
- B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.
- C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County’s PM of any required submittal fees to be paid by County.
- D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.
- E. Receive and respond to permitting comments by the local jurisdiction having review authority.
- F. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.
- G. Provide deliverables in accordance with County’s Design Submittal Guidelines.

**Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION**

Upon County acceptance of previous phase, A/E shall proceed with the following:

- A. Participate in a Pre-bid Meeting, answer RFI’s from Contractors and suppliers, and prepare addenda items as required.
- B. Provide deliverables in accordance with County’s Design Submittal Guidelines.

**Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation and Inspection:**

Upon County acceptance of previous phase, A/E shall perform the following services:

- A. Provide general administration and be County’s representative during the

- construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.
- B. Conduct and oversee pre-construction meeting.
  - C. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.
  - D. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.
  - E. Conduct and oversee bi-weekly progress meetings.
  - F. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.
  - G. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.
  - H. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.
  - I. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.
  - J. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.
  - K. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:**

Upon County acceptance of previous phase, A/E shall perform the following services:

- A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.
- B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.



- C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.
- D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.
- E. Provide deliverables in accordance with County's Design Submittal Guidelines.

**EXHIBIT B**  
**FEE SCHEDULE**

This schedule indicates fees by Phase of the Basic Fee:	<b>\$ 264,000</b>	100%
100% <b>Talex Inc, Engineering</b>	<b>\$ 264,000</b>	
<b>Phase I-II - DESIGN DEVELOPMENT</b>	<b>\$ 79,200</b>	30%
Talex Inc, Engineering	\$ 79,200	
<b>Phase III - CONSTRUCTION DOCUMENTS</b>	<b>\$ 79,200</b>	30%
Talex Inc, Engineering	\$ 79,200	
<b>Phase IV - REGULATORY REVIEW AND PERMITS</b>	<b>\$ 10,560</b>	4%
Talex Inc, Engineering	\$ 10,560	
<b>Phase V - BIDDING, AWARD, AND EXECUTION</b>	<b>\$ 10,560</b>	4%
Talex Inc, Engineering	\$ 10,560	
<b>Phase VI - CONSTRUCTION ADMINISTRATION</b>	<b>\$ 73,920</b>	28%
Talex Inc, Engineering	\$ 73,920	
<b>Phase VII - PROJECT CLOSE-OUT</b>	<b>\$ 10,560</b>	4%
Talex Inc, Engineering	\$ 10,560	

## EXHIBIT C

### PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Four Hundred Fifty-Six (456) calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates. Standard end-of-phase review periods for County shall be (10) business days minimum.

Agreement Execution Date 05/24/22

#### **Phase I-II - DESIGN DESIGN**

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Preliminary Scope and Budget analysis deliverables	06/07/22
60% Plans, Specifications and Estimate deliverables	07/07/22
County written authorization to proceed to next phase	07/19/22

#### **Phase III - CONSTRUCTION DOCUMENTS**

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Complete Plans, Specifications and Estimate deliverables	08/18/22
County written authorization to proceed to next phase	08/30/22

#### **Phase IV - REGULATORY REVIEW AND PERMITS**

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Sealed Plans and Specifications and Estimate deliverables to County	09/06/22
Plans submittal Permit application submittal to City	09/13/22
Construction Permits received from City	10/13/22

#### **Phase V - BIDDING, AWARD, AND EXECUTION**

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Permitted Plans and Specifications and Estimate deliverables to County	10/20/22
County advertises project for Bid	09/27/22
Contract Award	10/26/22

#### **Phase VI - CONSTRUCTION ADMINISTRATION\***

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Contractor Notice to Proceed	11/02/22
Construction Substantial Completion	05/03/23

**Phase VII - PROJECT CLOSE-OUT**

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Record Documents deliverables	06/02/23
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Agreement Termination Date	08/23/23
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## EXHIBIT D

### WILLIAMSON COUNTY VENDOR REIMBURSEMENT POLICY

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

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

#### 1. Invoices and Affidavits

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

## 2. Travel Reimbursement

- 2.1 County will only cover costs associated with travel on vendors outside a 50-mile radius from Williamson County, Texas.
- 2.2 County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor shall not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 County will not be responsible for, nor will County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends, or family members).



- 2.10** Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11** Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12** County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from County.

### **3. Meals**

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

### **4. Lodging**

- 4.1** Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt shall include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2** Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single

room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

- 4.3** Personal telephone charges, whether local or long distance, will not be reimbursed.

## **5. Airfare**

- 5.1** County will only reimburse up to a coach price fare for air travel.
- 5.2** County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3** Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4** Cancellation and/or change flight fees may be reimbursed by County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5** County will not reimburse vendor for tickets purchased with frequent flyer miles.

## **6. Car Rental**

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

- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

## 7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of **Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d)**, all expense reimbursement requests must include the following:
  - 7.2.1 Date
  - 7.2.2 Destination
  - 7.2.3 Purpose
  - 7.2.4 Name of traveler(s)
  - 7.2.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage shall be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50-mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its

contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

## **8. Other Expenses**

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

## **9. Repayment of Non-reimbursable Expenses**

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

## **10. Non-Reimbursable Expenses**

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

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries, and service

- 10.11** Transportation/mileage to places of entertainment or similar personal activities
- 10.12** Upgrades to airfare, hotel and/or car rental
- 10.13** Airport parking above the most affordable rate available
- 10.14** Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15** Auto repairs
- 10.16** Babysitter fees, kennel costs, pet, or house-sitting fees
- 10.17** Saunas, massages, or exercise facilities
- 10.18** Credit card delinquency fees or service fees
- 10.19** Doctor bills, prescription and other medical services
- 10.20** Hand tools
- 10.21** Safety Equipment (hard hats, safety vests, etc.)
- 10.22** Office Supplies
- 10.23** Lifetime memberships to any association
- 10.24** Donations to other entities
- 10.25** Any items that could be construed as campaigning
- 10.26** Community outreach items exceeding \$2 per item
- 10.27** Technology Fees
- 10.28** Sales tax on goods purchased

Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

## EXHIBIT E

### DEBARMENT CERTIFICATION

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public\* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity\* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;
  - d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions\* terminated for cause or default; and
  - e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.



**Talex Inc, Engineers**

TR ALEXANDER  
Signature of Certifying Official

Thomas R. Alexander, P.E.  
Printed Name of Certifying Official

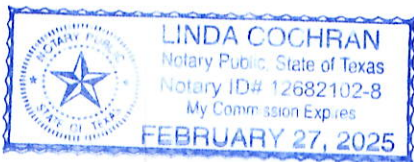
President, Talex, Inc.  
Title of Certifying Official

5/17/2022  
Date

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

\* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by Thomas R. Alexander  
the President of Talex, Inc., on behalf of said firm.  
Signatory Name  
Signatory Title Entity Name



Linda Cochran  
Notary Public in and for the  
State of Texas

My commission expires: 2/27/25

**EXHIBIT F**  
**CERTIFICATES OF INSURANCE**

A/E and Subconsultant Certificates of Insurance attached:

## EXHIBIT G

### CARES AND ARPA FUNDING REQUIREMENTS

ADDITIONAL REQUIREMENTS MAY BE APPLICABLE RELATED TO THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT (CARES) AND THE AMERICAN RESCUE PLAN ACT (ARPA) (C.F.D.A. 21027) WHERE FUNDING MANDATES LEGAL COMPLIANCE:

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

- vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the



list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
  
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

19. Clean Air Act and The Federal Water Pollution Control Act Compliance. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

20. Suspension and Debarment.

(1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

21. Recovered Materials. (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

22. Access to Records. The following access to records requirements apply to this Agreement:

(1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

23. Use of DHS Seals and Related Items. The Vendor shall not use Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

24. Compliance with Federal Law and FEMA Rules. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

25. Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended). Vendors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

26. No Federal Government Obligations. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from this Agreement.

27. False Claims Act Compliance and Program Fraud Prevention. The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor’s actions pertaining to this Agreement.

**Commissioners Court - Regular Session**

**37.**

**Meeting Date:** 05/31/2022

Approve Award of IFB #22IFB102 Contract Mowing for County Right of Way for Road and Bridge

**Submitted For:** Joy Simonton

**Submitted By:** Gretchen Glenn, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on awarding IFB #22IFB102 Contract Mowing for County Right of Way to the lowest and best bidder, RHB Construction, Inc., in the amount of \$233,752.60.

**Background**

Williamson County sent out over 5,000 notifications with 22 document takers and one (1) submitting firm. The bid received is from a qualified company for the service of mowing specified county rights-of-way. The solicitation document and vendor response will serve as the contract documents. Funding Source: 01-0200-0210-003541. Department Contact James Williams.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Recommendation Letter

Bid Form

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Gretchen Glenn  
Final Approval Date: 05/26/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

05/26/2022 09:35 AM  
05/26/2022 09:37 AM  
Started On: 05/23/2022 09:41 AM



May 17, 2022

Ms. Joy Simonton  
Director/Purchasing Agent  
Williamson County Purchasing Department  
100 Wilco Way, Suite P101  
Georgetown, Texas 78626

Subject: Recommendation for IFB #22IFB102 – Contract Mowing for County Right of Way

After reviewing all the pertinent information, we have concluded that RHB Construction, Inc. submitted the overall lowest and best offer for the 22IFB102 bid, Contract Mowing for County Right of Way. I recommend to the Williamson County Commissioners Court that they award RHB Construction, Inc. the vendor for IFB #22IFB102 – Contract Mowing for County Right of Way.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Robert B. Daigh, P.E.  
Sr. Director of Infrastructure  
Williamson County, TX

**RHB Construction BID FORM - CONTRACT MOWING**

	Williamson County				
	5/18/2022				
	22IFB102				
<b>ITEM #</b>	<b>ITEM #</b>	<b>ITEM #</b>	<b>ITEM #</b>	<b>ITEM #</b>	<b>ITEM #</b>
500-A	500-A	500-A	500-A	500-A	500-A
730-A	ROADSIDE MOWING (MOWING CYCLE)	CENTER LINE MILE	469.2	\$ 478.00	\$ 224,277.60
730-B	ROADSIDE MOWING (INDIVIDUAL SITE MOWING)	CENTER LINE MILE	5	\$ 1,895.00	\$ 9,475.00
				<b>PROJECT TOTAL</b>	<b>\$ 233,752.60</b>

Estimated quantities assume three (3) mowing cycles; and ten (10) individual site mowings at 0.5 center line mile per site



**Commissioners Court - Regular Session**

**38.**

**Meeting Date:** 05/31/2022

Approve the Purchase of Road Rescue Asphalt Repair with Blades Group LLC, for Road and Bridge Department

**Submitted For:** Joy Simonton

**Submitted By:** Stephanie Robles, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving the quote between Blades Group, LLC and Williamson County for RA-BLK Road Rescue Asphalt Repair, in the amount of \$136,400.00, pursuant to BuyBoard Contract# 612-20 and authorizing the purchase.

**Background**

The Road and Bridge Department submitted requisition #128947 for the purchase of 1,000 tons of RA-BLK Road Rescue Asphalt Repair, TXDOT Specification 330D from the Blades Group, LLC for department projects. The attached quote shows the itemized pricing for this order and the cooperative pricing has been confirmed with BuyBoard. Funding source is 01.0200.0210.003550. Point of contact is Daribel Texidor.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Quote

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Stephanie Robles  
Final Approval Date: 05/26/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

05/26/2022 10:10 AM  
05/26/2022 10:28 AM  
Started On: 05/24/2022 02:08 PM



To: Williamson County

Attn: Shea Webb

Date: 5-16-22

Contract: Buyboard 612-20

Item: RA-BLK Road Rescue Asphalt Repair, TXDOT Specification 330D

Qty: Approx 23-26 Tons Per Load

Qty Needed: 1000 Tons

Price: \$136.40/Ton

Estimated Total: \$136,400

PRICING IS DELIVERED TO CUSTOMER  
FULL TRUCKLOAD ONLY  
REAR DUMP ONLY



**Commissioners Court - Regular Session**

**39.**

**Meeting Date:** 05/31/2022

Approval of Professional Service Agreements for RFQ #21RFSQ14 Design and Engineering Services

**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 executing the Professional Service Agreements (PSAs) for RFQ #21RFSQ14 Design and Engineering Services for Small Drainage and Small Roadway Projects for Williamson County and Road and Bridge Division with the recommended firms: Gray Engineering, K. Friese & Associates, KC Engineering, Inc., B2Z Engineering, LLC and Lockwood, Andrews & Newman (LAN), Inc., on an on-call basis.

**Background**

On May 03, 2022, the Commissioners' Court of Williamson County awarded RFQ #21RFSQ14 under agenda item no. 36. The resulting Professional Service Agreements will be valid for five (5) years with yearly review for possible addition or removal of firms. These PSAs are available on an on-call basis, totaling \$1,500,000.00. Funding source for FY2022: 01.0200.0210.004100. Kon Kwon is the Point of contact.

**Fiscal Impact**

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

**Attachments**

- Gray Engineering INC, PSA
- K Friese + Associates PSA redacted
- KC Engineeringvredacted
- B2Z Engineering - redacted
- LAN PSA Redaced

**Form Review**

**Inbox**

Purchasing (Originator)  
 County Judge Exec Asst.  
 Form Started By: Johnny Grimaldo  
 Final Approval Date: 05/26/2022

**Reviewed By**

Joy Simonton  
 Becky Pruitt

**Date**

05/26/2022 11:35 AM  
 05/26/2022 11:40 AM  
 Started On: 05/25/2022 12:59 PM



**ARTICLE 1**  
**CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS**

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

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

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Williamson County Design Criteria & Project Development Manual, latest edition
- I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Williamson County Protocol for Sustainable Roadsides, latest edition

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

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

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

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

**ARTICLE 3**  
**ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled “Engineering Services.”

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled “Work Authorization No. \_\_\_\_”, to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer’s responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

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

**ARTICLE 4**  
**CONTRACT TERM**

**A. Term.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall



notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

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

**C. Commencement of Engineering Services.** After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

## **ARTICLE 5**

### **COMPENSATION AND EXPENSES**

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is One Million Five Hundred Thousand and No/100 **Dollars (\$1,500,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

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

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

## **ARTICLE 6** **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

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

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

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<sup>a</sup> See also, Art. 32(P) "Termination of Work Authorization".

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

**ARTICLE 7**  
**PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

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

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

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

**ARTICLE 8**  
**COMMENCEMENT OF ENGINEERING SERVICES**

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

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<sup>b</sup> See Art. 6, *supra*.

**ARTICLE 9**  
**PROJECT TEAM**

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Dept. of Infrastructure  
Attn: Director of Road & Bridge  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626

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

Engineer's Designated Representative for purposes of this Contract is as follows:

David W. Gray, P.E., President  
Gray Engineering, Inc.  
8834 North Capital of Texas Highway, Suite 140  
Austin, TX 78759

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

**ARTICLE 10**  
**PROGRESS EVALUATION**

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

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

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

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



**ARTICLE 11**  
**SUSPENSION**

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

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

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

**ARTICLE 12**  
**ADDITIONAL ENGINEERING SERVICES**

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

**ARTICLE 13**  
**CHANGES IN COMPLETED ENGINEERING SERVICES**

If County deems it necessary to request changes to previously satisfactorily completed



Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

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

**ARTICLE 14**  
**CONTRACT AMENDMENTS**

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

**ARTICLE 15**  
**USE OF DOCUMENTS**

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

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

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

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

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

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

**ARTICLE 16**  
**PERSONNEL, EQUIPMENT AND MATERIAL**

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

**ARTICLE 17**  
**SUBCONTRACTING**

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

**ARTICLE 18**  
**REVIEW OF ENGINEERING SERVICES**

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

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

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

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

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

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

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

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

**ARTICLE 19**  
**VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

**ARTICLE 20**  
**TERMINATION**

This Contract may be terminated as set forth below.

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

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

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

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

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## **ARTICLE 21** **COMPLIANCE WITH LAWS**

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

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

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

## **ARTICLE 22** **INDEMNIFICATION**

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER,



ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

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

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

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

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

## **ARTICLE 23**



## ENGINEER'S RESPONSIBILITIES

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

## ARTICLE 24 ENGINEER'S SEAL

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

## ARTICLE 25 INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

**A. Coverage Limits.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

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

**B. Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

**C. Premiums and Deductible.** Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all

matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

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

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

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

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

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

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

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

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

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

With copy to: Williamson County Dept. of Infrastructure  
Attn: Director of Road & Bridge  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626

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

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

## **ARTICLE 26** **COPYRIGHTS**

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

## **ARTICLE 27** **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

**ARTICLE 28**  
**SEVERABILITY**

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

**ARTICLE 29**  
**PRIOR AGREEMENTS SUPERSEDED**

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

**ARTICLE 30**  
**ENGINEER'S ACCOUNTING RECORDS**

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that 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 Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer 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 Engineer reasonable advance notice of intended audits.

**ARTICLE 31**  
**NOTICES**

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

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

With copy to: Williamson County Dept. of Infrastructure  
Attn: Director of Road & Bridge  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626

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

**Engineer:** David W. Gray, P.E., President  
Gray Engineering, Inc.  
8834 N Capital of Texas Hwy, Suite 140  
Austin, TX 78759

## **ARTICLE 32**

### **GENERAL PROVISIONS**

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

**B. Force Majeure.** Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

**D. Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this

Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

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

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

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

**H. Gender, Number and Headings.** 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, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

**J. Independent Contractor Relationship.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**K. No Waiver of Immunities.** Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present



officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

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

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

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

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

**ARTICLE 33**  
**DISPUTE RESOLUTION**

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

**ARTICLE 34**  
**EQUAL OPPORTUNITY IN EMPLOYMENT**

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

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

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

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

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

**E. Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

**F. Incorporation of Provisions.** The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

### **SIGNATORY WARRANTY**

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

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

**COUNTY**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr., County Judge

Date: \_\_\_\_\_, 20\_\_\_\_

**ENGINEER**

Gray Engineering, Inc.

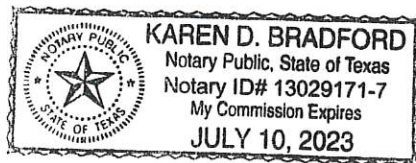
By [Signature]

Printed Name: DAVID W. GRAY

Title: PRESIDENT

Date: MAY 5, 2022

SUBSCRIBED and sworn to before me the undersigned authority by David W. Gray  
\_\_\_\_\_ the President of **ENGINEER**, on behalf of said firm.



[Signature]  
Notary Public in and for the  
State of Texas

My commission expires: 07/10/2023

**LIST OF EXHIBITS ATTACHED**

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



**EXHIBIT A**  
**DEBARMENT CERTIFICATION**

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

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

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

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

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

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

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

Gray Engineering, Inc.

Name of Firm



Signature of Certifying Official

DAVID W. GRAY

Printed Name of Certifying Official

PRESIDENT

Title of Certifying Official

May 5, 2022

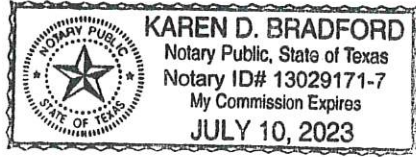
Date

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

\* federal, state, or local



SUBSCRIBED and sworn to before me the undersigned authority by David W. Gray  
the President of Gray Engineering Inc. on behalf of  
said firm.



Karen D Bradford  
Notary Public in and for the  
State of Texas  
My commission expires: 07/10/2023

**EXHIBIT B**

**ENGINEERING SERVICES**

## EXHIBIT C

### WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. \_\_\_\_\_

PROJECT: \_\_\_\_\_

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated \_\_\_\_\_, 20\_\_\_\_ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and GRAY ENGINEERING, INC (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \_\_\_\_\_.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on \_\_\_\_\_, 20\_\_\_\_. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ENGINEER: GRAY ENGINEERING, INC.  
[Insert Company Name HERE]

COUNTY:  
Williamson County, Texas

By:   
Signature

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

DAVID W. GRAY  
Printed Name

\_\_\_\_\_  
Printed Name

PRESIDENT  
Title

\_\_\_\_\_  
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

## EXHIBIT D

### RATE SCHEDULE

Principal	\$ 325.00
Project Manager	250.00
Project Engineer	200.00
EIT	150.00
Designer	130.00
Project Representative	130.00
Administration	150.00

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

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

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

## EXHIBIT E

# Williamson County Vendor Reimbursement Policy

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

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

### **1. Invoices and Affidavits**

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



## **2. Travel Reimbursement**

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

### **3. Meals**

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

### **4. Lodging**

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

### **5. Airfare**

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

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

## **6. Car Rental**

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

## **7. Personal Car Usage**

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

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

## **8. Other Expenses**

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

## **9. Repayment of Nonreimbursable Expense.**

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

## **10. Non-Reimbursable Expenses**

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

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

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

**EXHIBIT F**

**CERTIFICATES OF INSURANCE  
ATTACHED BEHIND THIS PAGE**



**WILLIAMSON COUNTY**  
**CONTRACT FOR ENGINEERING SERVICES**

**FIRM:** K Friese + Associates \_\_\_\_\_ (“Engineer”)  
**ADDRESS:** 1120 S. Capital of Texas Highway, CityView 2, Suite 100, Austin, TX 78746\_\_  
**PROJECT:** On Call Design Engineering Services for Small Drainage and Small Roadway  
Projects (“Project”)

**THE STATE OF TEXAS** §  
§  
**COUNTY OF WILLIAMSON** §

**THIS CONTRACT FOR ENGINEERING SERVICES** (“Contract”) is made and entered into, effective as the date of the last party’s execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as “County”), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

**RECITALS:**

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled “Professional Services Procurement Act” provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

**ARTICLE 1**  
**CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS**

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

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

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Williamson County Design Criteria & Project Development Manual, latest edition
- I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Williamson County Protocol for Sustainable Roadsides, latest edition

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

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

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

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

### **ARTICLE 3** **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. \_\_\_\_"; to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

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

### **ARTICLE 4** **CONTRACT TERM**

**A. Term.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

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

**C. Commencement of Engineering Services.** After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

## **ARTICLE 5**

### **COMPENSATION AND EXPENSES**

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is One Million Five Hundred Thousand and No/100 **Dollars (\$1,500,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

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

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

## **ARTICLE 6**

### **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

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

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

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<sup>a</sup> See also, Art. 32(P) "Termination of Work Authorization".

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

**ARTICLE 7**  
**PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

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

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

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

**ARTICLE 8**  
**COMMENCEMENT OF ENGINEERING SERVICES**

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

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<sup>b</sup> See Art. 6, *supra*.



**ARTICLE 9**  
**PROJECT TEAM**

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Dept. of Infrastructure  
Attn: Director of Road & Bridge  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626

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

Engineer's Designated Representative for purposes of this Contract is as follows:

Thomas M. Owens, P.E., Executive V.P.  
K Friese + Associates  
1120 S. Capital of Texas Highway, CityView 2, Suite 100  
Austin, TX 78746

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

**ARTICLE 10**  
**PROGRESS EVALUATION**

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

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

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

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

**ARTICLE 11**  
**SUSPENSION**

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

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

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

**ARTICLE 12**  
**ADDITIONAL ENGINEERING SERVICES**

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

**ARTICLE 13**  
**CHANGES IN COMPLETED ENGINEERING SERVICES**

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

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

#### **ARTICLE 14** **CONTRACT AMENDMENTS**

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

#### **ARTICLE 15** **USE OF DOCUMENTS**

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

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

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

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

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

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

#### **ARTICLE 16** **PERSONNEL, EQUIPMENT AND MATERIAL**

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

**ARTICLE 17**  
**SUBCONTRACTING**

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

**ARTICLE 18**  
**REVIEW OF ENGINEERING SERVICES**

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

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

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

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

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

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



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

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

#### **ARTICLE 19** **VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

#### **ARTICLE 20** **TERMINATION**

This Contract may be terminated as set forth below.

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

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

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

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

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## **ARTICLE 21** **COMPLIANCE WITH LAWS**

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

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

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

## **ARTICLE 22** **INDEMNIFICATION**

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER,

ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

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

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

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

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

## **ARTICLE 23**

## ENGINEER'S RESPONSIBILITIES

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

### **ARTICLE 24** **ENGINEER'S SEAL**

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

### **ARTICLE 25** **INSURANCE**

Engineer must comply with the following insurance requirements at all times during this Contract:

**A. Coverage Limits.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

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

**B. Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

**C. Premiums and Deductible.** Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all

matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

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

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

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

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

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

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

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

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

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

With copy to: Williamson County Dept. of Infrastructure  
Attn: Director of Road & Bridge  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626

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

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

## **ARTICLE 26** **COPYRIGHTS**

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

## **ARTICLE 27** **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.



**ARTICLE 28**  
**SEVERABILITY**

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

**ARTICLE 29**  
**PRIOR AGREEMENTS SUPERSEDED**

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

**ARTICLE 30**  
**ENGINEER'S ACCOUNTING RECORDS**

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that 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 Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer 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 Engineer reasonable advance notice of intended audits.

**ARTICLE 31**  
**NOTICES**

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

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

With copy to: Williamson County Dept. of Infrastructure  
Attn: Director of Road & Bridge  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626

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

**Engineer:** Thomas M. Owens, P.E., Executive V.P.  
K Friese + Associates  
1120 S. Capital of Texas Hwy, CityView 2, Suite 100  
Austin, TX 78746

## **ARTICLE 32**

### **GENERAL PROVISIONS**

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

**B. Force Majeure.** Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

**D. Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this

Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

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

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

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

**H. Gender, Number and Headings.** 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, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

**J. Independent Contractor Relationship.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**K. No Waiver of Immunities.** Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present

officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

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

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

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

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

**ARTICLE 33**  
**DISPUTE RESOLUTION**

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

**ARTICLE 34**  
**EQUAL OPPORTUNITY IN EMPLOYMENT**

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

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

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

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

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

**E. Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

**F. Incorporation of Provisions.** The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

### **SIGNATORY WARRANTY**

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

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



**COUNTY**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr., County Judge

Date: \_\_\_\_\_, 20\_\_\_\_

**ENGINEER**

K Friese + Associates

By TM Owens

Printed Name: Thomas M. Owens, P.E.

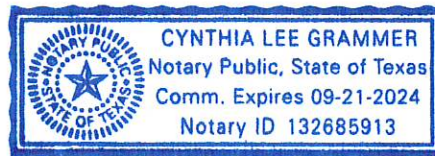
Title: Executive Vice President

Date: MAY 12, 2022

SUBSCRIBED and sworn to before me the undersigned authority by Thomas M. Owens  
\_\_\_\_\_ the Executive Vice President of **ENGINEER**, on behalf of said firm.

Cynthia Lee Grammer  
Notary Public in and for the  
State of Texas

My commission expires: 9-21-2024



**LIST OF EXHIBITS ATTACHED**

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

**EXHIBIT A  
DEBARMENT CERTIFICATION**

**STATE OF TEXAS**

§

**COUNTY OF WILLIAMSON**

§

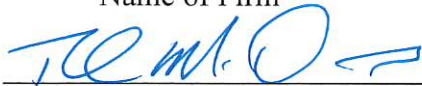
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I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public\* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity\* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions\* terminated for cause or default; and
- (e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

K Friese + Associates

Name of Firm



Signature of Certifying Official

Thomas M. Owens, P.E.

Printed Name of Certifying Official

Executive Vice President

Title of Certifying Official

MAY 12, 2022

Date

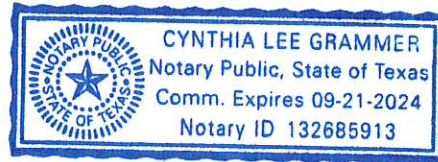
(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

\* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Thomas M. Owens  
the Executive Vice President of K. Friese + Associates, on behalf of  
said firm.

Cynthia Lee Grammer  
Notary Public in and for the  
State of Texas

My commission expires: 9-21-2024



**EXHIBIT B**

**ENGINEERING SERVICES**



## **Project Description and Scope of Service**

### **PROJECT DESCRIPTION**

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of small drainage and small roadway projects for the Williamson County Road & Bridge Division. Williamson County will select three to five of the top-ranking firms from this solicitation to provide the engineering services.

### **SCOPE OF SERVICE**

Professional services include but are not limited to engineering services to plan, design, survey, identify needed right of way, prepare environmental documents and prepare estimates of probable cost for county small drainage and small roadway projects.



## EXHIBIT C

### WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. \_\_\_\_\_

PROJECT: \_\_\_\_\_

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated \_\_\_\_\_, 20\_\_\_\_ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and \_\_\_\_\_ (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \_\_\_\_\_.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on \_\_\_\_\_, 20\_\_\_\_. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ENGINEER:

[Insert Company Name HERE]

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

COUNTY:

Williamson County, Texas

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

## EXHIBIT D

### RATE SCHEDULE

#### K Friese & Associates, Inc.

Principal/Senior Technical Advisor	\$350.00 per hour
Senior Project Manager	\$290.00 per hour
Quality Manager	\$290.00 per hour
Senior Engineer	\$230.00 per hour
Project Engineer	\$195.00 per hour
Design Engineer	\$160.00 per hour
Engineer-In-Training	\$140.00 per hour
Senior CAD Operator	\$155.00 per hour
CADD Operator	\$120.00 per hour
Senior Engineer Tech	\$160.00 per hour
Engineer Tech	\$135.00 per hour
Admin/Clerical	\$105.00 per hour
Senior GIS Operator	\$135.00 per hour
GIS Operator	\$125.00 per hour
GIS Technician	\$110.00 per hour

#### 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
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

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

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

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

## **EXHIBIT E**

# **Williamson County Vendor Reimbursement Policy**

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

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

### **1. Invoices and Affidavits**

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

## **2. Travel Reimbursement**

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

### **3. Meals**

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

### **4. Lodging**

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

### **5. Airfare**

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



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

## **6. Car Rental**

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

## **7. Personal Car Usage**

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

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

## **8. Other Expenses**

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

## **9. Repayment of Nonreimbursable Expense.**

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

## **10. Non-Reimbursable Expenses**

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

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

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

**EXHIBIT F**

**CERTIFICATES OF INSURANCE**

**ATTACHED BEHIND THIS PAGE**



**ARTICLE 1**  
**CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS**

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

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

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Williamson County Design Criteria & Project Development Manual, latest edition
- I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Williamson County Protocol for Sustainable Roadsides, latest edition

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

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

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



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

### **ARTICLE 3** **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled “Engineering Services.”

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled “Work Authorization No. \_\_\_\_\_”, to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer’s responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

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

### **ARTICLE 4** **CONTRACT TERM**

**A. Term.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

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

**C. Commencement of Engineering Services.** After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

## **ARTICLE 5**

### **COMPENSATION AND EXPENSES**

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is One Million Five Hundred Thousand and No/100 **Dollars (\$1,500,000.00)** (the “Compensation Cap”), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

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

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

## **ARTICLE 6**

### **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

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

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

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<sup>a</sup> See also, Art. 32(P) "Termination of Work Authorization".

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

**ARTICLE 7**  
**PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

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

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

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

**ARTICLE 8**  
**COMMENCEMENT OF ENGINEERING SERVICES**

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

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<sup>b</sup> See Art. 6, *supra*.

**ARTICLE 9**  
**PROJECT TEAM**

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Dept. of Infrastructure  
Attn: Director of Road & Bridge  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626

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

Engineer's Designated Representative for purposes of this Contract is as follows:

Greg Haley, P.E., President  
K.C. Engineering, Inc.  
705 N. Hwy 281, Suite 103  
Marble Falls, TX 78654

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

**ARTICLE 10**  
**PROGRESS EVALUATION**

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

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

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

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

**ARTICLE 11**  
**SUSPENSION**

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

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

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

**ARTICLE 12**  
**ADDITIONAL ENGINEERING SERVICES**

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

**ARTICLE 13**  
**CHANGES IN COMPLETED ENGINEERING SERVICES**

If County deems it necessary to request changes to previously satisfactorily completed



Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

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

#### **ARTICLE 14** **CONTRACT AMENDMENTS**

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

#### **ARTICLE 15** **USE OF DOCUMENTS**

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

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

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer’s work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer’s

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

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

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

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

**ARTICLE 16**  
**PERSONNEL, EQUIPMENT AND MATERIAL**

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

**ARTICLE 17**  
**SUBCONTRACTING**

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

**ARTICLE 18**  
**REVIEW OF ENGINEERING SERVICES**

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

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

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

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

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

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

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

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

## **ARTICLE 19**

### **VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

## **ARTICLE 20**

### **TERMINATION**

This Contract may be terminated as set forth below.

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

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

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

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

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## **ARTICLE 21** **COMPLIANCE WITH LAWS**

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

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

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

## **ARTICLE 22** **INDEMNIFICATION**

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER,

ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

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

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

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

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

## **ARTICLE 23**

## ENGINEER'S RESPONSIBILITIES

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

### **ARTICLE 24** **ENGINEER'S SEAL**

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

### **ARTICLE 25** **INSURANCE**

Engineer must comply with the following insurance requirements at all times during this Contract:

**A. Coverage Limits.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

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

**B. Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

**C. Premiums and Deductible.** Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all



matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

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

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

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

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

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

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

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

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

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

With copy to: Williamson County Dept. of Infrastructure  
Attn: Director of Road & Bridge  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626

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

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

## **ARTICLE 26** **COPYRIGHTS**

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

## **ARTICLE 27** **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

**ARTICLE 28**  
**SEVERABILITY**

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

**ARTICLE 29**  
**PRIOR AGREEMENTS SUPERSEDED**

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

**ARTICLE 30**  
**ENGINEER'S ACCOUNTING RECORDS**

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that 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 Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer 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 Engineer reasonable advance notice of intended audits.

**ARTICLE 31**  
**NOTICES**

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

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

With copy to: Williamson County Dept. of Infrastructure  
Attn: Director of Road & Bridge  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626

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

**Engineer:** Greg Haley, P.E., President  
K.C. Engineering, Inc.  
705 N. Hwy 281, Suite 103  
Marble Falls, TX 78654

### **ARTICLE 32** **GENERAL PROVISIONS**

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

**B. Force Majeure.** Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

**D. Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this

Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

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

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

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

**H. Gender, Number and Headings.** 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, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

**J. Independent Contractor Relationship.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**K. No Waiver of Immunities.** Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present

officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

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

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

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

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

**ARTICLE 33**  
**DISPUTE RESOLUTION**

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

**ARTICLE 34**  
**EQUAL OPPORTUNITY IN EMPLOYMENT**

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

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

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

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



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

**E. Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

**F. Incorporation of Provisions.** The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

### **SIGNATORY WARRANTY**

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

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

**COUNTY**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr., County Judge

Date: \_\_\_\_\_, 20\_\_\_\_

**ENGINEER**

K.C. Engineering, Inc.

By Greg Haley, P.E.

Printed Name: Greg Haley, P.E.

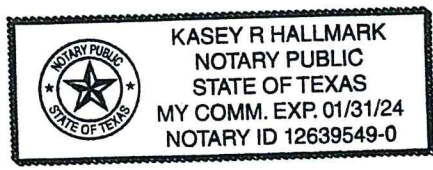
Title: President

Date: MAY 6, 2022

SUBSCRIBED and sworn to before me the undersigned authority by Greg Haley  
\_\_\_\_\_ the President \_\_\_\_\_ of **ENGINEER**, on behalf of said firm.

[Signature]  
\_\_\_\_\_  
Notary Public in and for the  
State of Texas

My commission expires: 01/31/24



**LIST OF EXHIBITS ATTACHED**

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

**EXHIBIT A  
DEBARMENT CERTIFICATION**

**STATE OF TEXAS**

§  
§  
§

**COUNTY OF WILLIAMSON**

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public\* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity\* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions\* terminated for cause or default; and
- (e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

K.C. Engineering, Inc.

Name of Firm

Greg Haley, P.E.

Signature of Certifying Official

GREG HALEY, P.E.

Printed Name of Certifying Official

PRESIDENT

Title of Certifying Official

MAY 6, 2022

Date

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

\* federal, state, or local

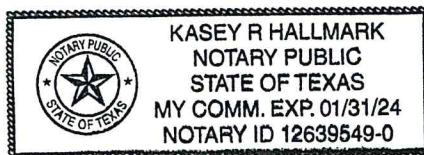
SUBSCRIBED and sworn to before me the undersigned authority by Gregg Hanley

\_\_\_\_\_ the President of ENGINEER, on behalf of  
said firm.



\_\_\_\_\_  
Notary Public in and for the  
State of Texas

My commission expires: 01/31/24



## **EXHIBIT B**

### **ENGINEERING SERVICES**

#### **Engineering Services to be defined by each Work Authorization.**

General Work Description; Provide engineering services and planning to develop On-Call Small Drainage and Small Roadway Projects Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization.

TASK 1 – PROJECT MANAGEMENT

TASK 2 – ROUTE AND DESIGN STUDIES

TASK 3 – PUBLIC INVOLVEMENT

TASK 4 – SURVEYING

TASK 5 – ROW MAPPING

TASK 6 – ENVIRONMENTAL STUDIES AND DOCUMENTS

TASK 7 – GEOTECHNICAL SERVICES

TASK 8 – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 9 – CONSTRUCTION PHASE SERVICES

## EXHIBIT C

### WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

**WORK AUTHORIZATION NO.** \_\_\_\_\_

**PROJECT:** \_\_\_\_\_

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated \_\_\_\_\_, 20\_\_\_\_ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and \_\_\_\_\_ (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \_\_\_\_\_.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on \_\_\_\_\_, 20\_\_\_\_. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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



EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ENGINEER:

K.C. Engineering, Inc.

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

COUNTY:

Williamson County, Texas

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

## **EXHIBIT D**

### **RATE SCHEDULE**

**ATTACHED BEHIND THIS PAGE**

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

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

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

**EXHIBIT D - RATE SCHEDULE**

**SMALL DRAINAGE AND SMALL ROADWAY PROJECTS**

**K.C. ENGINEERING, INC.**

Principal Engineer	\$ 250.00	per hour
Senior Project Manager	\$ 215.00	per hour
Project Manager	\$ 200.00	per hour
Senior Project Engineer	\$ 195.00	per hour
Project Engineer	\$ 165.00	per hour
Engineer-in-Training	\$ 125.00	per hour
Engineering Assistant	\$ 110.00	per hour
CAD Technician	\$ 95.00	per hour
Clerical	\$ 80.00	per hour

Other Expenses:

Photocopies (per page):

8-1/2" x 11" (B&W)	\$ 0.15 each
8-1/2" x 11" (Color)	\$ 0.75 each
11" x 17" (B&W)	\$ 0.30 each
11" x 17" (Color)	\$ 1.50 each
24" x 36"	\$ 4.50 each
Other Sizes	\$ 1.50 per square foot

**EXHIBIT D - RATE SCHEDULE**

**SMALL DRAINAGE AND SMALL ROADWAY PROJECTS**

**AMATERRA ENVIRONMENTAL, INC.**

<b>Labor/Staff Classification</b>	<b>Hourly Rate</b>
Principal	\$232.00
Program Director	\$164.00
Project Manager	\$142.00
Env. Specialist/Planner IV	\$136.00
Env. Specialist/Planner III	\$114.00
Env. Specialist/Planner II	\$79.00
Env. Specialist/Planner I	\$76.00
Sr. Historical Architect	\$137.00
Historical Architect/Historian IV	\$147.00
Architectural Historian/Historian III	\$118.00
Architectural Historian/Historian II	\$89.00
Architectural Historian/Historian I	\$73.00
Archeologist VI/ Sr. Principal Investigator	\$136.00
Archeologist V/ Principal Investigator	\$101.00
Archeologist IV/Project Archeologist//Lab Director	\$91.00
Archeologist III/Field Director	\$86.00
Archeologist II/Crew Chief	\$77.00
Archeologist I/Technician	\$67.00
GIS Specialist	\$109.00
GIS Technician/Illustrator/Drafter	\$70.00
Admin./Document Production Spvr	\$88.00
Editor	\$74.00
Clerical	\$61.00

<b>Reimbursable Expenses</b>	
Photocopies B/W	\$0.10
Photocopies Color	\$1.00
GPS Rental	\$25 / day

## EXHIBIT E

# **Williamson County Vendor Reimbursement Policy**

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

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

### **1. Invoices and Affidavits**

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

## **2. Travel Reimbursement**

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

### **3. Meals**

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

### **4. Lodging**

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

### **5. Airfare**

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



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

## **6. Car Rental**

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

## **7. Personal Car Usage**

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

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

## **8. Other Expenses**

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

## **9. Repayment of Nonreimbursable Expense.**

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

## **10. Non-Reimbursable Expenses**

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

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

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

**EXHIBIT F**

**CERTIFICATES OF INSURANCE**

**ATTACHED BEHIND THIS PAGE**



Randy Barker, CPPB, CPPO  
PURCHASING AGENT / DIRECTOR

## WILLIAMSON COUNTY PURCHASING DEPARTMENT

### TGC CHAPTER 2270, SUBTITLE F, TITLE 10

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a lot for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

K.C. Engineering, Inc.

Company Name

21RFSQ14

IFB/RFP/RFQ or PO number

Greg Haley, P.E.

Printed Name of Representative

*Greg Haley, P.E.*

Signature

May 6, 2022

DATE



**ARTICLE 1**  
**CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS**

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

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

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Williamson County Design Criteria & Project Development Manual, latest edition
- I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Williamson County Protocol for Sustainable Roadsides, latest edition

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

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

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



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

### **ARTICLE 3** **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled “Engineering Services.”

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled “Work Authorization No. \_\_\_\_\_”, to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer’s responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

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

### **ARTICLE 4** **CONTRACT TERM**

**A. Term.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

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

**C. Commencement of Engineering Services.** After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

## **ARTICLE 5**

### **COMPENSATION AND EXPENSES**

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is One Million Five Hundred Thousand and No/100 **Dollars (\$1,500,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

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

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

## **ARTICLE 6** **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

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

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

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<sup>a</sup> See also, Art. 32(P) "Termination of Work Authorization".

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

**ARTICLE 7**  
**PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

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

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

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

**ARTICLE 8**  
**COMMENCEMENT OF ENGINEERING SERVICES**

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

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<sup>b</sup> See Art. 6, *supra*.

**ARTICLE 9**  
**PROJECT TEAM**

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Dept. of Infrastructure  
Attn: Director of Road & Bridge  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626

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

Engineer's Designated Representative for purposes of this Contract is as follows:

Aisha Gonzalez, President/Owner  
B2Z Engineering, LLC  
4707 Commercial Park Dr.  
Austin, TX 78724

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

**ARTICLE 10**  
**PROGRESS EVALUATION**

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

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

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

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

**ARTICLE 11**  
**SUSPENSION**

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

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

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

**ARTICLE 12**  
**ADDITIONAL ENGINEERING SERVICES**

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

**ARTICLE 13**  
**CHANGES IN COMPLETED ENGINEERING SERVICES**

If County deems it necessary to request changes to previously satisfactorily completed



Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

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

#### **ARTICLE 14** **CONTRACT AMENDMENTS**

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

#### **ARTICLE 15** **USE OF DOCUMENTS**

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

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

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer’s work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer’s

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

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

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

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

## **ARTICLE 16**

### **PERSONNEL, EQUIPMENT AND MATERIAL**

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

**ARTICLE 17**  
**SUBCONTRACTING**

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

**ARTICLE 18**  
**REVIEW OF ENGINEERING SERVICES**

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

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

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

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

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

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

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

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

## **ARTICLE 19**

### **VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

## **ARTICLE 20**

### **TERMINATION**

This Contract may be terminated as set forth below.

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

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

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

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

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## **ARTICLE 21** **COMPLIANCE WITH LAWS**

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

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

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

## **ARTICLE 22** **INDEMNIFICATION**

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER,

ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

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

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

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

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

## **ARTICLE 23**

## ENGINEER'S RESPONSIBILITIES

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

### **ARTICLE 24** **ENGINEER'S SEAL**

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

### **ARTICLE 25** **INSURANCE**

Engineer must comply with the following insurance requirements at all times during this Contract:

**A. Coverage Limits.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

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

**B. Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

**C. Premiums and Deductible.** Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all



matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

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

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

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

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

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

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

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

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

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

With copy to: Williamson County Dept. of Infrastructure  
Attn: Director of Road & Bridge  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626

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

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

## **ARTICLE 26** **COPYRIGHTS**

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

## **ARTICLE 27** **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

**ARTICLE 28**  
**SEVERABILITY**

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

**ARTICLE 29**  
**PRIOR AGREEMENTS SUPERSEDED**

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

**ARTICLE 30**  
**ENGINEER'S ACCOUNTING RECORDS**

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that 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 Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer 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 Engineer reasonable advance notice of intended audits.

**ARTICLE 31**  
**NOTICES**

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

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

With copy to: Williamson County Dept. of Infrastructure  
Attn: Director of Road & Bridge  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626

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

**Engineer:** Aisha Gonzalez, President/Owner  
B2Z Engineering, LLC  
4707 Commercial Park Dr.  
Austin, TX 78724

### **ARTICLE 32** **GENERAL PROVISIONS**

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

**B. Force Majeure.** Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

**D. Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this

Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

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

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

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

**H. Gender, Number and Headings.** 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, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

**J. Independent Contractor Relationship.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**K. No Waiver of Immunities.** Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present

officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

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

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

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

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

**ARTICLE 33**  
**DISPUTE RESOLUTION**

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

**ARTICLE 34**  
**EQUAL OPPORTUNITY IN EMPLOYMENT**

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

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

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

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



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

**E. Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

**F. Incorporation of Provisions.** The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

### **SIGNATORY WARRANTY**

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

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

**COUNTY**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr., County Judge

Date: \_\_\_\_\_, 20\_\_\_\_

**ENGINEER**

B2Z Engineering, LLC

By Aisha Gonzalez \_\_\_\_\_

Printed Name: Aisha Gonzalez

Title: President/Owner

Date: May 11, 20 22

SUBSCRIBED and sworn to before me the undersigned authority by Aisha Gonzalez  
May the 11<sup>th</sup> of 2022, on behalf of said firm.

Linda Mendoza  
\_\_\_\_\_  
Notary Public in and for the  
State of Texas



My commission expires: 11/03/2025

**LIST OF EXHIBITS ATTACHED**

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

**EXHIBIT A**  
**DEBARMENT CERTIFICATION**

**STATE OF TEXAS**

§

§

**COUNTY OF WILLIAMSON**

§

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

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

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

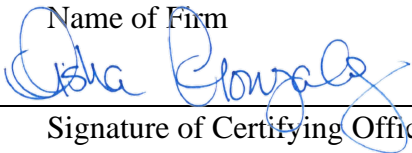
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity\* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

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

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

B2Z Engineering, LLC

Name of Firm



\_\_\_\_\_  
Signature of Certifying Official

Aisha Gonzalez

\_\_\_\_\_  
Printed Name of Certifying Official

President/Owner

\_\_\_\_\_  
Title of Certifying Official

May 11, 2022

\_\_\_\_\_  
Date

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

\* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Aisha Gonzalez  
May the 11<sup>th</sup> of 2022, on behalf of  
said firm.



Linda Mendoza  
Notary Public in and for the  
State of Texas

My commission expires: 11/03/2025

## **EXHIBIT B**

### **ENGINEERING SERVICES**

**General Work Description:** Provide Williamson County with Design Engineering Services for Small Drainage and Small Roadway Projects.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – ROUTE AND DESIGN STUDIES

TASK 3 – PUBLIC INVOLVEMENT

TASK 4 – TRAFFIC EVALUATION AND PROJECTIONS

TASK 5 – SCHEMATIC DEVELOPMENT

TASK 6 – DRAINAGE STUDY

TASK 7 – ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 8 – GEOTECHNICAL SERVICES

TASK 9 – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 10 – BIDDING PHASE SERVICES

TASK 11 – CONSTRUCTION PHASE SERVICES

## EXHIBIT C

### WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

**WORK AUTHORIZATION NO.** \_\_\_\_\_

**PROJECT:** \_\_\_\_\_

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated \_\_\_\_\_, 20\_\_\_\_ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and \_\_\_\_\_ (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \_\_\_\_\_.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on \_\_\_\_\_, 20\_\_\_\_. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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



EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ENGINEER:

[Insert Company Name HERE]

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

COUNTY:

Williamson County, Texas

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

## EXHIBIT D

### RATE SCHEDULE

<b>B2Z Engineering, LLC</b>	
<b>LABOR CATEGORY</b>	<b>RATE</b>
Senior Project Manager / Principal	\$275.00
Project Manager	\$250.00
Quality Manager	\$220.00
Senior Engineer	\$205.00
Geotechnical Engineer	\$195.00
Project Engineer (10+ Years Exp.)	\$195.00
Design Engineer (5~10 Years Exp.)	\$160.00
GIS / Senior Engineering Tech	\$155.00
Engineer-In-Training	\$115.00
Unmanned Aircraft System (UAS) Pilot	\$90.00
Engineer Technician	\$95.00
CADD Operator	\$105.00
Admin/Clerical	\$75.00
<b><u>DIRECT EXPENSES</u></b>	
<b><u>Geotechnical Field Services</u></b>	
Mobilization (Drill Rig and Crew)	\$475.00/Day
Stand-By Time	\$205.00/Hr
Texas Cone Penetration Test (Tex-132)	\$6.00/Ea.
Soil Boring / Solid Stem	\$38.00/Lf
Soil Boring / Hollow Stem	\$38.00/Lf
Soil Boring / Mud Rotary	\$38.00/Lf
Mileage (Logger-Soil Tech)	Current IRS Rate
Support Truck	\$1.75/Mi.
<b><u>Soil Testing</u></b>	
Moisture Content Determination - ASTM D2216/Tex-103-E	\$12.00/Ea.
Determination of Liquid Limit of Soils - Tex-104-E	\$45.00/Ea.
Determination of Plastic Limit of Soils - Tex-105-E	\$45.00/Ea.
Determination of Plasticity Index of Soils – Tex-106-E	\$45.00/Ea.
Atterberg Limits of Soils - ASTM D 4318	\$135.00/Ea.
Bar Linear Shrinkage of Soils - Tex-107-E	\$45.00/Ea.
Particle Size Analysis of Soils (Gradation) - ASTM D 422/Tex-110-E	\$90.00/Ea.
Material Finer #200 Sieve - ASTM D 1140/Tex-111-E	\$60.00/Ea.
Lime Series Testing (PI Relation) - Tex-112-E	\$225.00/Ea.
Lime Series Testing (pH Relation) - Tex-121-E (Part III)	\$400.00/Ea.

Moisture-Density Relationship (TxDOT) - Tex-113-E /Tex-114-E	\$225.00/Ea.
Standard Proctor - ASTM D 698	\$225.00/Ea.
Modified Proctor - ASTM D 1557	\$225.00/Ea.
Field Density Test (Nuclear) - ASTM D 6938/Tex-115-E	\$28.00/Ea.
Determination of Soil pH - Tex-128-E	\$70.00/Ea.
Soil-Lime Testing - Tex-121-E (Part I)	\$175.00/Ea.
Resistivity of Soils - Tex-129-E	\$110.00/Ea.
Sulfate Content of Soils - Tex-145-E	\$95.00/Ea.
Organic Content of Soils – Tex-148-E	\$60.00/Ea.
Texas Wet Ball Mill (Material Quality) - Tex-116-E	\$250.00/Ea.
Triaxial Compression (Dist. Soil & Base) - Tex-117-E	\$2,300.00/Ea.
Unconfined Compression-Soil - ASTM D 2166	\$55.00/Ea.
Uniaxial Compression-Rock - ASTM D 7012	\$65.00/Ea.
Consolidation Test - ASTM D 2435	\$600.00/Ea.
Pulverization Gradation – Tex-101-E (Part III)	\$100.00/Ea.
Mechanical Grain Analysis ASTM D 6913	\$100.00/Ea.
Organic Content Determination (Ignition) ASTM D 2974	\$60.00/Ea.
<b><u>Engineering Review, Evaluation, Management &amp; Administration</u></b>	
Test Report	\$25.00/Ea.

**EDGE Engineering, PLLC**

<b>LABOR CATEGORY</b>	<b>RATE</b>
Project Manager	\$250.00
Quality Manager	\$220.00
Senior Engineer	\$205.00
Project Engineer	\$185.00
Design Engineer	\$150.00
Engineer-In-Training	\$110.00
Senior CADD Operator	\$125.00
CADD Operator	\$100.00
Senior GIS Operator	\$155.00
GIS Operator	\$110.00
GIS Technician	\$95.00
Admin/Clerical	\$72.00

<b>SWCA Environmental Consultants</b>	
<b>LABOR CATEGORY</b>	<b>RATE</b>
Subject Matter Expert IV	\$ 275.00
Subject Matter Expert III	\$ 250.00
Subject Matter Expert II	\$ 225.00
Subject Matter Expert I	\$ 215.00
Specialist XIV	\$ 225.00
Specialist XIII	\$ 215.00
Specialist XII	\$ 211.00
Specialist XI	\$ 193.00
Specialist X	\$ 176.00
Specialist IX	\$ 158.00
Specialist VIII	\$ 147.00
Specialist VII	\$ 137.00
Specialist VI	\$ 127.00
Specialist V	\$ 115.00
Specialist IV	\$ 105.00
Specialist III	\$ 95.00
Specialist II	\$ 83.00
Specialist I	\$ 71.00
Technical II	\$ 59.00
Technical I	\$ 49.00
<b>DIRECT EXPENSES</b>	
Field Supplies (per day)	\$ 5.00
GPS - GIS grade (per day)	\$ 70.00
GPS - Handheld (per day)	\$ 25.00
Overnight Delivery	\$ 15.00
Curation (per hour)	\$ 200.00
Site Forms (per form)	\$ 96.00

SHARED DIRECT EXPENSES	RATE
Mileage (per mile)	Current State Rate
4x4 Truck (per day)	\$85.00
Highway Toll Charges	Actual Cost
Parking Fees	Actual Cost
Postage	Current State Rate
Photocopies B/W (8 1/2" X 11") / each	\$0.10
Photocopies B/W (11" X 17") / each	\$0.21
Photocopies Color (8 1/2" X 11") / each	\$0.78
Photocopies Color (11" X 17") / each	\$1.30
Digital Ortho Plotting / sheet	\$1.82
Plots (B/W on Bond) / square foot	\$0.63
Plots (Color on Bond) / square foot	\$1.67
Plots (Color on Photographic Paper) / square foot	\$4.17
Color Graphics on Foam Board / square foot	\$18.76
Copies (B&W)	\$0.10
Copies (Color)	\$1.00

**Any items not completed in house will be reimbursed based on invoice back-up.**

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

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

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

## EXHIBIT E

# **Williamson County Vendor Reimbursement Policy**

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

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

### **1. Invoices and Affidavits**

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



## **2. Travel Reimbursement**

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

### **3. Meals**

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

### **4. Lodging**

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

### **5. Airfare**

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

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

## **6. Car Rental**

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

## **7. Personal Car Usage**

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

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

## **8. Other Expenses**

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

## **9. Repayment of Nonreimbursable Expense.**

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

## **10. Non-Reimbursable Expenses**

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

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

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

**EXHIBIT F**

**CERTIFICATES OF INSURANCE**

**ATTACHED BEHIND THIS PAGE**





**ARTICLE 1**  
**CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS**

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

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

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Williamson County Design Criteria & Project Development Manual, latest edition
- I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Williamson County Protocol for Sustainable Roadsides, latest edition

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

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

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

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

### **ARTICLE 3** **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled “Engineering Services.”

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled “Work Authorization No. \_\_\_\_\_”, to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer’s responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

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

### **ARTICLE 4** **CONTRACT TERM**

**A. Term.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

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

**C. Commencement of Engineering Services.** After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

## **ARTICLE 5**

### **COMPENSATION AND EXPENSES**

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is One Million Five Hundred Thousand and No/100 **Dollars (\$1,500,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

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

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

## **ARTICLE 6**

### **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

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

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

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<sup>a</sup> See also, Art. 32(P) "Termination of Work Authorization".

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

**ARTICLE 7**  
**PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

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

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

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

**ARTICLE 8**  
**COMMENCEMENT OF ENGINEERING SERVICES**

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

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<sup>b</sup> See Art. 6, *supra*.

**ARTICLE 9**  
**PROJECT TEAM**

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Dept. of Infrastructure  
Attn: Director of Road & Bridge  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626

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

Engineer's Designated Representative for purposes of this Contract is as follows:

Travis Michel, P.E., LGPP  
LAN  
8911 N. Capital of Texas Hwy, Bldg 2, Suite 2300  
Austin, TX 78759

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

**ARTICLE 10**  
**PROGRESS EVALUATION**

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

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

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

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



**ARTICLE 11**  
**SUSPENSION**

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

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

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

**ARTICLE 12**  
**ADDITIONAL ENGINEERING SERVICES**

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

**ARTICLE 13**  
**CHANGES IN COMPLETED ENGINEERING SERVICES**

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

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

#### **ARTICLE 14** **CONTRACT AMENDMENTS**

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

#### **ARTICLE 15** **USE OF DOCUMENTS**

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

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

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer’s work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer’s

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

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

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

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

## **ARTICLE 16**

### **PERSONNEL, EQUIPMENT AND MATERIAL**

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

**ARTICLE 17**  
**SUBCONTRACTING**

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

**ARTICLE 18**  
**REVIEW OF ENGINEERING SERVICES**

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

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

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

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

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

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

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

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

## **ARTICLE 19**

### **VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

## **ARTICLE 20**

### **TERMINATION**

This Contract may be terminated as set forth below.

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

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

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

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

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## **ARTICLE 21** **COMPLIANCE WITH LAWS**

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

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

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

## **ARTICLE 22** **INDEMNIFICATION**

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER,

ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

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

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

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

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

## **ARTICLE 23**



## ENGINEER'S RESPONSIBILITIES

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

### **ARTICLE 24** **ENGINEER'S SEAL**

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

### **ARTICLE 25** **INSURANCE**

Engineer must comply with the following insurance requirements at all times during this Contract:

**A. Coverage Limits.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

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

**B. Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

**C. Premiums and Deductible.** Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all

matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

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

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

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

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

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

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

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

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

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

With copy to: Williamson County Dept. of Infrastructure  
Attn: Director of Road & Bridge  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626

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

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

## **ARTICLE 26** **COPYRIGHTS**

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

## **ARTICLE 27** **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

**ARTICLE 28**  
**SEVERABILITY**

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

**ARTICLE 29**  
**PRIOR AGREEMENTS SUPERSEDED**

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

**ARTICLE 30**  
**ENGINEER'S ACCOUNTING RECORDS**

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that 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 Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer 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 Engineer reasonable advance notice of intended audits.

**ARTICLE 31**  
**NOTICES**

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

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

With copy to: Williamson County Dept. of Infrastructure  
Attn: Director of Road & Bridge  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626

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

**Engineer:** Travis Michel, P.E., LGPP  
LAN  
8911 N. Capital of Texas Hwy, Bldg 2, Suite 2300  
Austin, TX 78759

### **ARTICLE 32** **GENERAL PROVISIONS**

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

**B. Force Majeure.** Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

**D. Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this

Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

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

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

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

**H. Gender, Number and Headings.** 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, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

**J. Independent Contractor Relationship.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**K. No Waiver of Immunities.** Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present

officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

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

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

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

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



**ARTICLE 33**  
**DISPUTE RESOLUTION**

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

**ARTICLE 34**  
**EQUAL OPPORTUNITY IN EMPLOYMENT**

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

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

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

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

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

**E. Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

**F. Incorporation of Provisions.** The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

### **SIGNATORY WARRANTY**

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

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

**COUNTY**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr., County Judge

Date: \_\_\_\_\_, 20\_\_\_\_

**ENGINEER**

LAN

By Travis Michel

Printed Name: Travis Michel

Title: Sr. Associate

Date: May 11<sup>th</sup>, 2022

SUBSCRIBED and sworn to before me the undersigned authority by TRAVIS MICHEL  
\_\_\_\_\_ the PROJECT PRINCIPAL of **ENGINEER**, on behalf of said firm.

Dalen H. Keith  
Notary Public in and for the  
State of Texas



My commission expires: 9/19/2025

**LIST OF EXHIBITS ATTACHED**

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

**EXHIBIT A**  
**DEBARMENT CERTIFICATION**

**STATE OF TEXAS**

§

**COUNTY OF WILLIAMSON**

§

§

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

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

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

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

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

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

LAN

Name of Firm

*Travis Michel*

Signature of Certifying Official

*Travis Michel*

Printed Name of Certifying Official

*Sr. Associate*

Title of Certifying Official

*May 11<sup>th</sup>*, 20*22*

Date

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

\* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by TRAVIS MICHEL  
the PROJECT PRINCIPAL of ENGINEER, on behalf of  
said firm.

Dalen H. Keith

Notary Public in and for the  
State of Texas

My commission expires: 9/19/2025



## **EXHIBIT B**

### **ENGINEERING SERVICES**

#### **PROJECT DESCRIPTION:**

This project consists of providing engineering services for the repair, maintenance, and replacement of existing drainage and roadway facilities maintained by Williamson County. Drainage facilities may include pipe culverts, box culverts, low-water crossings, bridges, detention or water quality facilities, or a combination thereof. Roadway facilities may include seal-coat, overlay, or reconstruction of roadways in rural and urban settings, bridge approaches, driveway, curb and gutter, Metal Beam Guard Fence, or a combination thereof.

#### **TASK 1: PROJECT MANAGEMENT**

Attend meetings, coordinate with County Road & Bridge department, prepare monthly progress reports and invoices, administrative activities, maintain project schedule, management of subconsultants, and Quality Assurance/Quality Control processes.

#### **TASK 2: TOPOGRAPHIC AND R.O.W. SURVEYS**

The Engineer shall obtain or collect data to create cross-sections and digital terrain models, locate existing utilities, topographic features and existing improvements, details of existing bridge structures, details of existing drainage features (e.g. culverts, manholes, etc.), wetlands, boreholes, Right-Of-Way, establish new and verify existing horizontal and vertical control points. The Engineer shall prepare right-of-entry authorization prior to doing work or field investigations inside private properties. The Engineer may be asked to prepare preliminary surveys to expedite the work at hand.

#### **TASK 3: PRELIMINARY ENGINEERING**

Collect data, conduct field reconnaissance, site visits, identify stakeholders, develop design criteria, prepare summary of site characteristics. Request, obtain and review effective modeling previously performed by FEMA or other agencies. Perform preliminary hydrologic and hydraulic (H&H) analysis for a discrete location, an existing structure, and/or an area with respect to watershed delineation, stormwater routing, land use and soil type determination, time of concentration calculation, selection of an appropriate hydrologic calculation method, preparation of peak stormwater runoff rates, selection of an appropriate design frequency, stormwater detention and water quality facility requirements, and "existing conditions" hydraulic analysis. Provide recommendation(s) with order of magnitude cost estimates for proposed solution(s) for review with the County, if applicable.

#### **TASK 4: GEOTECHNICAL INVESTIGATION**

Perform geotechnical engineering studies, including field investigation, laboratory analysis and reports, which support the investigation of pavement design, retaining walls, streambank protection, stability analysis, and scour analysis.

#### **TASK 5: ENVIRONMENTAL STUDIES**

Perform environmental evaluations and prepare documentation required per the Williamson County Environmental Protocol, for the various regulation authorities including the Texas



Commission on Environmental Quality (TCEQ), Texas Historical Commission (THC), U.S. Army Corp of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), the Williamson County Regional Habitat Conservation Foundation (WCCF), and the City of Georgetown "Salamander Ordinance". The intention of the Environmental Services task is to attain necessary clearance letters and approval in order to proceed with the proposed project. No state or federal funds are anticipated to be used on this project.

**TASK 6: UTILITY COORDINATION**

Perform utility coordination services, including preparation of contact lists, utility locate requests, meeting and contacting utilities owners, Subsurface Utility Engineering (Levels A, B, C & D), digitizing utility plans, conflict assessment and tracking, and preparation/review of utility agreement packages done by others.

**TASK 7: FEMA COORDINATION**

The Engineer shall determine applicability of Federal Emergency Management Authority (FEMA) oversight. The Engineer shall obtain and review the effective floodplain model(s), prepare pre-project and post-project models and quantify impacts attributable to the proposed project. If a culvert is located in a known floodplain and modeling shows that it causes a change in the floodplain boundary or 1% annual chance water surface elevations, the Engineer shall prepare and submit a Conditional Letter of Map Revision (CLOMR), coordinate review process through FEMA, and prepare and submit a Letter of Map Revision (LOMR) after construction is complete.

**TASK 8: FINAL ENGINEERING**

Develop the final plans, specifications and estimates for construction of the project. Final engineering will include final design plans for the project, including potential bridge, traffic control and constriction sequencing, roadway approach horizontal and vertical alignments, typical sections, design cross sections and earthwork, scour analysis, channel grading and improvements, culvert and storm drainage plans, stormwater detention and water quality facility plans, signing and pavement markings, erosion control, design and construction schedules, quantities and estimates, and required agreements and permits.

**TASK 9: BIDDING PHASE SERVICES**

Prepare construction documents including project specifications and general notes, attend pre-bid meeting, furnish bidding documents to interested bidders, respond to bidder questions, analyze contractor bids and references, and recommend award of construction contract to lowest qualified bidder.

**TASK 10: CONSTRUCTION PHASE SERVICES**

Provide construction coordination with the County and the Contractor, attend pre-construction conference, attend progress meetings, perform site visits, and review submittals, field change requests, requests for information, and change orders.

## EXHIBIT C

### WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

**WORK AUTHORIZATION NO.** \_\_\_\_\_

**PROJECT:** \_\_\_\_\_

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated \_\_\_\_\_, 20\_\_\_\_ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and \_\_\_\_\_ (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \_\_\_\_\_.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on \_\_\_\_\_, 20\_\_\_\_. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ENGINEER:

[Insert Company Name HERE]

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

COUNTY:

Williamson County, Texas

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

## EXHIBIT D

### RATE SCHEDULE

<b>Personnel</b>	<b>Rate</b>
<b>Project Principal</b>	<b>\$ 240 - 260 / hour</b>
<b>Project Manager</b>	<b>\$ 205 - 235 / hour</b>
<b>Senior Engineer</b>	<b>\$ 195 - 230 / hour</b>
<b>Project Engineer</b>	<b>\$ 150 - 190 / hour</b>
<b>Engineer-in-Training</b>	<b>\$ 105 - 145 / hour</b>
<b>Senior Engineering Designer</b>	<b>\$ 140 - 160 / hour</b>
<b>Senior CAD Technician</b>	<b>\$ 130 - 145 / hour</b>
<b>CAD Technician</b>	<b>\$ 105 - 125 / hour</b>
<b>Admin/Clerical</b>	<b>\$ 85 - 100 / hour</b>

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

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

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

## EXHIBIT E

# **Williamson County Vendor Reimbursement Policy**

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

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

### **1. Invoices and Affidavits**

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

## **2. Travel Reimbursement**

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

### **3. Meals**

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

### **4. Lodging**

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

### **5. Airfare**

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



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

## **6. Car Rental**

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

## **7. Personal Car Usage**

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

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

## **8. Other Expenses**

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

## **9. Repayment of Nonreimbursable Expense.**

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

## **10. Non-Reimbursable Expenses**

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

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

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

**EXHIBIT F**

**CERTIFICATES OF INSURANCE**

**ATTACHED BEHIND THIS PAGE**

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY U-WC-100-A CW (10/16)**  
**NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT**

This endorsement is used to add the following to Part Six of the policy.

**PART SIX – CONDITIONS**

**F. Notification To Others Of Cancellation**

1. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will deliver electronic notification to each person or organization shown in a Schedule provided to us by you.

Such Schedule:

- a. Must be initially provided to us within 15 days:  
After the beginning of the policy period shown in the Declarations; or  
After this endorsement has been added to policy;
- b. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that this policy has been cancelled;
- c. Must be in an electronic format that is acceptable to us; and
- d. Must be accurate.

Such Schedule may be updated and provided to us by you during the policy period. Such updated Schedule must comply with Paragraphs **b.**, **c.** and **d.** above.

2. Our delivery of the electronic notification as described in Paragraph **1.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to you. Delivery of the notification as described in Paragraph **1.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to you.
3. Proof of e-mailing the electronic notification will be sufficient proof that we have complied with Paragraphs **1.** and **2.** of this endorsement.
4. Our delivery of electronic notification described in Paragraphs **1.** and **2.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
  - a. Extend the policy cancellation date;
  - b. Negate the cancellation; or
  - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
5. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs **1.** and **2.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 01/01/2022      Policy No. WC 7463244      Endorsement No.

Insured: Zurich American Insurance Company

Premium \$

Insurance Company

**U-WC-100-A CW (10/16)**

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

**NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT**

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

1. Number of days advance notice: 30

2. Notice will be mailed to:

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

And

Prime Strategies, Inc.  
Attn: Michael Weaver  
1508 South Lamar Blvd.  
Austin, Texas 78704

**Commissioners Court - Regular Session**

40.

**Meeting Date:** 05/31/2022

Ronald Reagan Boulevard Extension Antiquities Permit Application

**Submitted By:** Julissa Vasquez, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission required as part of the Due Diligence Environmental Investigations on the Ronald Reagan Extension Project, a Road Bond Project in Commissioner Pct. 3 and Pct. 4 - Project Number P238.

**Background**

The permit requests the approval of intensive pedestrian survey, with surface and subsurface investigations as necessary based on field conditions. No investigations will take place until a permit is received from the Texas Historical Commission. No investigations will take place until a permit is received from the Texas Historical Commission. Portions of the attached application have been redacted prior to placing on the Court agenda, to protect restricted information. Redacted information will be included in the application to the Texas Historical Commission.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

20220524\_Ronald Reagan Ext\_THC permit\_Redacted.pdf

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 05/26/2022

**Reviewed By**

Becky Pruitt

**Date**

05/26/2022 08:45 AM

Started On: 05/25/2022 11:24 AM

# ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

## GENERAL INFORMATION

### I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Intensive Archeological Survey for Proposed Ronald Reagan Extension Project, Williamson County, Texas  
 County (ies) Williamson County  
 USGS Quadrangle Name and Number Cobbs Cavern (3097-342), Georgetown (3097-313), Jarrell (3097-341), Weir (3097-314), Bartlett (3097-432), Granger (3097-423)  
 UTM Coordinates (approximate) Zone 14 E 631018-649486 N 3405239-3403409  
 Location North-central Williamson County, between IH 35 and SH 95 near Bartlett, Williamson County, Texas  
 Federal Involvement  Yes  No  
 Name of Federal Agency \_\_\_\_\_  
 Agency Representatives \_\_\_\_\_

### II. OWNER (OR CONTROLLING AGENCY)

Controlling Agency Williamson County  
 Representative Bill Gravell, Jr., County Judge  
 Address 710 South Main Street, Suite 101  
 City/State/Zip Georgetown, Texas, 78626  
 Telephone (include area code) 512-943-1550 Email Address \_\_\_\_\_

### III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor \_\_\_\_\_  
 Representative \_\_\_\_\_  
 Address \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_  
 Telephone (include area code) \_\_\_\_\_ Email Address \_\_\_\_\_

## PROJECT INFORMATION

### I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name John E. Dockall, PhD, RPA  
 Affiliation Cox|McLain Environmental Consulting, Inc.  
 Address 2401 Donley Drive., Ste. 400  
 City/State/Zip Austin, Texas 78757  
 Telephone (include area code) (512) 217-4790 Email Address JohnD@coxmcclain.com

(OVER)



ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork February 17, 2022
Requested Permit Duration 5 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) survey with shovel testing and backhoe trenching (see attached research design)

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility Cox|McLain Environmental Consulting, Inc. (now Stantec)
Permanent Curatorial Facility Center for Archeological Studies (CAS) at Texas State University

IV. OWNER'S CERTIFICATION

I, Bill Gravell, Jr., as legal representative of the Owner, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Co-owner, and Principal Investigator are responsible for completing the terms of this permit.

Signature Date

V. SPONSOR'S CERTIFICATION

I, as legal representative of the Sponsor, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.

Signature Date

VI. INVESTIGATOR'S CERTIFICATION

I, John Dockall, as Principal Investigator employed by Cox|McLain Environmental Consulting, Inc. (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature John Dockall Date January 25, 2022

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vitae must be on file with the Division of Antiquities Protection.

FOR OFFICIAL USE ONLY

Reviewer Date Permit Issues
Permit Number Permit Expiration Date
Type of Permit Date Received for Data Entry

## ARCHEOLOGICAL INTENSIVE SURVEY SCOPE

### Ronald Reagan Extension Project, Williamson County, Texas

#### Project Description

The purpose of the investigation described in this document is to identify cultural resources within the construction footprint of proposed transportation improvements. Williamson County proposes the expansion of Ronald Reagan Boulevard between Interstate Highway (IH) 35 and State Highway (SH) 95. The proposed project is located within Williamson County, with the western terminus located near IH 35 just south of Jarrell, Texas. From IH 35 the proposed project crosses undeveloped land before paralleling Farm to Market (FM) 1105 for 1.16 miles (1.86 kilometers), veering south again until it parallels FM 972 for 2.65 miles (4.27 kilometers) before intersecting with SH 95. The entirety of the road expansion is approximately 12 miles (19.31 km) long (**Figure 1**).

The purpose of the proposed project is to increase transportation mobility and safety within northeastern Williamson County to accommodate the area's projected population and economic growth. The proposed facility would satisfy current roadway design standards, thereby improving vehicular safety while facilitating economic development within the region. The expansion will primarily cross through predominantly undeveloped or agricultural land. Between IH 35 and SH 95, existing county roads exist, but there is no east-west through facility. State Farm-to-Market roads exist within the proposed facility that may also be partially utilized for the Reagan Extension. The proposed right-of-way dimensions are unknown, but improvements will likely take place where the proposed facility intersects the following roadways: County Roads (CR) 145, 311, 355, 382, 388, FM 972, FM 1105, Sta (SH) 95, Rae Lane, and Rundberg Drive. The project corridor also intersects the Union Pacific Railroad (UPRR) paralleling SH 95.

The proposed final project would include two-lane mainlanes in each direction and three-lane frontage roads in each direction. The anticipated right-of-way width (ROW) is 350 feet (106.68 meters) but could be less at locations where constraints exist to minimize impacts to the natural, cultural, and human environment and more at interchanges with other facilities. This accounts for an ultimate freeway or expressway section that includes two 12-foot mainlanes in each direction with shoulders, three 12-foot frontage roads, and entrance and exit ramps for access. As needed, additional right-of-way will be required to account for detention and drainage facilities, mitigating floodplain impacts, and at intersections with other arterial or access-controlled corridors to accommodate the ultimate buildout footprint. A grade separation is also proposed at SH 95 and the UPRR crossing.

The archeological area of potential effects (APE) is defined as the entire area of the maximal footprint for the project as designed, which covers approximately 532.12 acres. This project would largely be constructed on new right-of-way but also includes some areas of existing roadway right-of-way although the proportions are not known at this time. The typical depth of impacts from this project is unknown at this time, but deep impacts may extend beyond 1 meter (3.28 feet) below ground surface at the proposed stream crossings at Long Branch, Willis Creek, and Opossum Creek.

The project is owned by Williamson County, a political subdivision of the State of Texas, rendering the project subject to the Antiquities Code of Texas. At present, Williamson County is the sole source of project funding. No federal funding or permitting has been identified for the project at this time; however, it is possible that federal funding could be identified at a later date, as the project could become subject to oversight by the Texas Department of Transportation (TxDOT), or the project may require United States Army Corps of Engineers permits related to Jurisdictional Waters of the U.S. Either of these circumstances would render the project subject to Section 106 of the National Historic Preservation Act of 1966, as amended (NHPA).

#### Background Information

The APE ranges in elevation from 177 to 292 meters (581 to 961 feet) above mean sea level along the 12-mile proposed alignment in northeast Williamson County, Texas (**Figure 2**). The area is primarily surrounded by undeveloped or agricultural lands, but some areas of the APE are located near residential or infrastructure development. The APE crosses

over two mapped drainages: Opossum Creek near the western edge of the proposed road extension and Willis Creek toward the center of the project area where the APE parallels FM 1105.

Geologically the APE is underlain (west to east) by: Cretaceous-age Austin Chalk and Cretaceous-age Navarro and Taylor Groups (U.S. Geological Survey [USGS] 2021). Austin Chalk consists of interbeds and partings of calcareous clay, thin-bedded marl with interbeds of massive chalk, hard lime mudstone and soft chalk. Navarro and Taylor Groups, undivided consists of mostly silty calcareous clay with sandstone beds and concretionary masses, underlain by fine-grained quartz sand with concretions in discontinuous beds and marine megafossils. High gravel deposits are commonly composed of an upper silty clay unit, which is good for crop production and a lower coarse unit that yields some water; these deposits often contain caliche-cemented cobbles of chert as large as 5 inches in size, pebbles of variegated quartzite, limestone, chert, and quartz (USGS 2021).

The project area is located within the Texas Blackland Prairies and the Northern Blackland Prairies Ecoregion (Griffith et al. 2004). The Texas Blackland Prairie is distinguished from surrounding regions by the dominance of fine-textured clayey soils and prairie adapted vegetation. A predominance of vertisols, alfisols, and mollisols in the region is associated with soil formation processes within Cretaceous-age shales, chalks, and marls. Vegetation is dominated by grasses such as little bluestem, big bluestem, yellow Indiangrass and switchgrass. Typical game species include mourning dove and bobwhite in uplands and eastern fox squirrel along stream bottomlands. Deer are present throughout. The Northern Blackland Prairie ecoregion coincides with the subsurface distribution of Upper Cretaceous limestones, chalks, marls, and shales and the ecoregion boundaries are defined by this close overlay of soil types, vegetation, and geology. The Northern Blackland Prairie was distinctive for its broad regional expanse of tallgrass prairie habitat and abundant clayey soils. Vertisols develop atop Cretaceous deposits and are characterized by a high potential for shrink/swell and deep vertical cracks; alfisols develop atop bedrock that is higher in sand and lower in calcium carbonates; mollisols occur above bedrock associated with the Austin Group where bedrock is just below the surface yielding shallow soils with limited root depth (University of Idaho 2021).

According to Natural Resources Conservation Service (NRCS) data, there are 18 soil types from 14 soil series mapped within the APE (Soil Survey Staff 2021). These soil series include:

- Altoga silty clay loam on 5 to 8 percent slopes, moderately eroded
- Austin silty clay loam on 0 to 1 percent slopes
- Austin silty clay on 1 to 3 percent slopes
- Austin-Whitewright complex on 2 to 6 percent slopes, eroded
- Branyon clay on 1 to 3 percent slopes
- Castephen silty clay on 1 to 3 percent slopes
- Castephen silty clay on 3 to 5 percent slopes
- Eddy very gravelly clay loam on 0 to 3 percent slopes
- Ferris-Heiden complex on 5 to 15 percent slopes, moderately eroded
- Heiden clay on 1 to 3 percent slopes
- Heiden clay on 2 to 5 percent slopes, moderately eroded
- Houston Black clay on 0 to 1 percent slopes
- Houston Black clay on 1 to 3 percent slopes
- Krum silty clay on 1 to 3 percent slopes
- Lewisville-Altoga complex on 2 to 5 percent slopes
- Lewisville-Krum complex on 1 to 3 percent slopes
- Lott silty clay on 1 to 5 percent slopes
- Tinn clay on 0-1 percent slopes, frequently flooded

More than 77.4 percent of the APE contains soils from one of the following series, each of which cover between 4.8 percent and 34.5 percent 12 percent of the APE: Austin silty clay on 1 to 3 percent slopes, Castephen silty clay on 1 to 3 percent

slopes, Ferris-Heiden complex on 5 to 15 percent slopes (moderately eroded), Heiden clay on 1 to 3 percent slopes, Houston Black clay on 1 to 3 percent slopes, or Whitewright silty clay loam on 1 to 5 percent slopes. Austin silty clay developed from calcareous clayey residuum weathered from chalk. Castephen silty clay forms from calcareous loamy residuum weathered from chalk. Ferris-Heiden complex soils form from clayey residuum weathered from mudstone. Heiden clay developed from clayey residuum weathered from mudstone. Houston Black clay formed from clayey residuum weathered from Upper Cretaceous mudstones. Whitewright silty clay loam developed from residuum weathered from the Austin Chalk. Each of these soil series are often found on interfluvial ridges and summit settings. Ferris-Heiden complex soils occur on ridges and backslopes with linear gilgai features (Ferris component) and interfluvial ridges with some linear gilgai (Heiden component) (Soil Survey Staff 2021; Texas Parks and Wildlife Department [TPWD] 2021). Each of these major soil series vary from moderately well-drained to well-drained.

A review of the Austin Hybrid Potential Archeological Liability Mapping (HPALM) dataset reveals that 98.82 percent of the APE (525.83 acres) falls within Map Units 1, 4, and 5 (Abbott and Pletka 2016, see **Table 1** and **Figures 3a-r**). These map units are considered to have low potential to moderate shallow and moderate potential for archeological resources. A total of 105.79 acres of the project APE has some moderate to high shallow to deep potential for archeological deposits. Much of the APE is almost entirely located within existing rural settings dominated by active farmland situated between the IH 35 corridor and SH 95 midway between Bartlett and Granger, Texas.

<b>Table 1: HPALM Map Units (values) by Acreage</b>			
<b>Map Unit</b>	<b>Description of Potential</b>	<b>Acreage</b>	<b>Percentage</b>
0	Negligible Potential	0.76	0.15
1	Low Potential	425.57	79.98
2	Low Shallow Potential, Moderate Deep Potential	1.19	0.22
4	Moderate Shallow Potential, Low Deep Potential	30.16	5.67
5	Moderate Potential	73.71	13.85
7	Moderate Shallow Potential, High Deep Potential	0.55	0.10
9	High Potential	0.18	0.03

A search of the Texas Archeological Sites Atlas (Atlas) maintained by the THC and the Texas Archeological Research Laboratory (TARL) was conducted in order to identify archeological sites, Official Texas Historical Markers (OTHMs), properties or districts listed on the National Register of Historic Places (NRHP), State Antiquities Landmarks (SALs), cemeteries, and previous archeological investigations undertaken within one kilometer (0.6 miles) of the APE (**Figures 2a-e**).

According to Atlas survey coverage data, much of the APE has not been previously surveyed. Several surveys are located adjacent to or intersect with the APE, including:

- A linear survey paralleling the western side of IH 35. No other information listed.
- 2015 linear survey conducted by Antiquities Planning and Consulting for Williamson County/Lone Star Water Authority: and
- 2009 linear survey conducted by PBS&J (now Atkins Global) for Oncor Electric Delivery Company (THC 2021).

One archeological resource is mapped close to the APE. This is site 41WM1232, an historic surface artifact scatter, which is located approximately 200 meters (656 feet) north of the APE (see **Figure 2c**). One cemetery is also located within the

1-kilometer buffer; the Holy Trinity Cemetery located in the Theon community approximately 800 meters (2,624 feet) south of the APE (see **Figure 2b**). Neither of these resources will be impacted by the current project. Four previously recorded sites and two cemeteries are mapped beyond but adjacent to the 1-kilometer buffer surrounding the APE (Tipton 2021) (**Table 2**).

<b>Resource Designation</b>	<b>Trinomial and/or Name</b>	<b>Description/Additional Information</b>	<b>Eligibility Determination</b>	<b>Within APE/ 1-Km Buffer</b>
Cemetery	WM-C132, Holy Trinity Cemetery	In Theon Community, vicinity of Holy Trinity Catholic Church on FM 1105	Undetermined	Yes
Cemetery	WM-C133, Knauth Family Cemetery	Vicinity of Knauth Farm. At least two children graves	Undetermined	Buffer
Cemetery	WM-C219, Ake Family Cemetery	Vicinity of the City of Walburg. Ake Family Cemetery	Undetermined	Buffer
Archeological site (Prehistoric Campsite)	41WM937	Lithic Scatter	Not Eligible	No
19 <sup>th</sup> -20 <sup>th</sup> Century stream crossing	41WM1344	Documented with Windshield Survey Only	Not Eligible	No
Early 20 <sup>th</sup> Century Farmhouse	41WM1345	Deposits related to historical structure	Undetermined	No
Historic Structure	41WM1241	Light Scatter of Historic Artifacts	Undetermined	No
Historic Surface Scatter	41WM1232	Surface Scatter of Historic Artifacts	Undetermined	Yes

Source: THC 2021

A review of available historic aerial photographs (years 1963, 1981, 1995, 2004, 2008, 2010, 2014, 2016) and topographic maps (years 1925, 1928, 1945, 1951, 1966, 1967, 1974, 1982, 1986, 1987, 1995, 2012, 2013, 2016) on the Nationwide Environmental Title Research (NETR) website was also undertaken to determine how the corridor has been utilized over time (NETR 2021). The earliest topographic maps reviewed from 1893 shows no significant development in the area save the presence of the Corn Hill community south and Jarrell north of the APE (USGS 2021). Although the map scale is too coarse to show small detail. The next earliest maps are from 1954. These maps again are again at a large scale and do not depict fine detail. The highway and county roads appear in the same alignments as today. More recent maps and aerial imagery show that that APE is in a largely rural and agricultural setting (USGS 2021). The only detail worth noting is that in the 1893 map, Willis Creek was labeled as Williamson Creek. It was renamed at some point between the creation of the two maps (USGS 2021). The project area crosses Willis Creek approximately 13 kilometers (8.1 miles) west of the eastern terminus at SH 95 between Bartlett and Granger.

The earliest available historic aerial imagery (from 1963) shows the APE and surrounding area as very similar to later imagery. IH 35 and SH 95 are both present in the photographs as well as the network of county roads between. The dominant land use is rural residential and agricultural. The 1995 photos show the two relatively larger developments with the addition of structures just east of IH 35 and a small housing development south of CR 311 near the bend in FM 1105. All maps after 1995 show no major developments. The most recent image reviewed was from 2016 (NETR 2021).

## **Research Design**

Cox|McLain Environmental Consulting, Inc. (CMEC), will conduct intensive survey of the APE per Category 7 under 13 TAC 26.15 and using the definitions in 13 TAC 26.3. Field methods and strategies will comply with the requirements of 13 TAC 26.15, as established by the Council of Texas Archeologists (CTA) and approved by the THC in April 2020.

This archeological survey would include a pedestrian survey of the entire APE and would be augmented by excavation of shovel test units within areas of proposed right-of-way and easement. The bulk of the APE will consist of new right-of-way extending across agricultural and undeveloped lands that are not known to have been surveyed in the past. CMEC will also

examine the existing right-of-way and conduct pedestrian survey with shovel testing in areas of existing right-of-way that appear to have undergone relatively little disturbance (e.g., along the margins of minor county roads).

Nearly all the APE (99.04 percent) falls within HPALM Map Units 1, 2, 4 and 5 which are considered to have low to moderate potential to contain shallow archeological sites and deep archeological deposits.

Pedestrian survey will require a minimum of three pedestrian transects across the 350-foot anticipated ROW with at least one shovel test every 100 linear meters of each transect. All shovel tests will be excavated in natural levels to the bottom of Holocene deposits in depositional areas or to subsoil in upland areas or 80 centimeters (31.5 inches), whichever is encountered first. Excavated matrix will be screened through 0.635-centimeter (0.25-inch) hardware cloth as allowed by moisture and clay content, which may require that the removed sediment be crumbled/sorted by hand, trowel, and/or shovel point. Deposits will be described using conventional texture classifications and Munsell color designations. Radial shovel tests will be placed at 5-meter (16-foot) intervals around each shovel test containing cultural material until two negative units have been established in each cardinal direction, as allowed by project limits, documented disturbance, and other constraints. Deviations from THC and CTA standards will be explicitly documented and justified in accordance with THC and CTA requirements approved in April 2020. Per the guidelines, “ground surface visibility alone is not justification for excluding sub-surface investigations. All areas must be shovel-tested regardless of surface visibility unless multiple lines of evidence, including both desktop and field observations, can demonstrate no potential for buried deposits. A minimum of one ST must be excavated and photo-documented for each excluded area, regardless of surface visibility, to assess the potential for buried deposits where artifacts may not be visible on the surface and/or demonstrate the nature and extent of significant ground disturbance. Please note that the intent is not to reduce the level of effort (excavating fewer STs than prescribed for the project area), but rather to redistribute STs to areas where there is greater potential for buried cultural materials.”

Mechanical trenching will be required around the various drainage crossings in the APE and elsewhere where there is the likelihood of the presence of Holocene deposits deeper than accessible by shovel testing. All mechanical trenching will be conducted following completion of the initial pedestrian survey and shovel testing. For all trenching, CMEC will endeavor to conduct backhoe trenching where HPALM, topography, and soil data indicate deep impacts are anticipated. CMEC expects to perform such trenching (as allowed by access restrictions) within the portions of the APE nearest to Long Branch, Opossum Creek, Willis Creek, and any HPALM map units with high potential to contain deeply buried archeological deposits (HPALM map unit 9). The actual placement and extent of any trenches may be affected by factors such as property access, vegetation, soil moisture content, and other conditions and safety factors.

All trenches will be a minimum length of 4 meters (13 feet) and a minimum depth of 2.0 meters (6.56 feet) using a backhoe with a flat-bladed bucket 61 centimeters (24 inches) wide. Trenches will be excavated in 5-centimeter (1.97-inch) increments; sediment will then be placed in piles to be observed and documented by professional archeologists. At least one five-gallon bucket’s worth of matrix from every third excavated bucket load will be screened through 0.635-centimeter (0.25-inch) hardware cloth as allowed by moisture and clay content, which may require that the removed sediment be crumbled/sorted by hand, trowel, and/or shovel point. Trench side walls will be scraped and analyzed by professional archeologists; profiles will be photographed and described using conventional texture, consistency, and color designations. Following the completion of analysis, trenches will be backfilled and compacted.

The project has a low probability of encountering human burials; however, if burials are found, Williamson County and the THC will be notified, and all requirements of 8 THSC 711 will be followed.

The APE is located on both public land and privately-owned land anticipated for acquisition. Artifacts identified in shovel tests and surface contexts will be noted, described, photographed, and returned to their original contexts, except in the case of significant diagnostic artifacts. At this time, landowner permission is being coordinated by the engineering consultant team. If for any reason access is not available at the time of the survey, a reasonable and good-faith effort will be made to document inaccessible areas from accessible areas for the purposes of the present permit. This permit would then be closed (assuming all work products and submittals meet THC/CTA requirements) and, if necessary, an additional permit application would be submitted at a future date when any remaining land becomes accessible.

Any site recorded during the investigation will be identified by a temporary marker placed on the site. The marker will have an identifying number in the form of the initials of the CMEC employee who recorded the site, followed by a consecutively assigned number that will indicate the order in which the sites were discovered (e.g., XX-01, XX-02, etc.). This number is a temporary field number to be superseded by a formal site trinomial obtained following the completion of fieldwork (see below). Site designations will be applied only to features (whether surface or subsurface) that appear to represent occupation or activity areas and/or to clusters of artifacts (whether surface or subsurface) with the minimum threshold of two contiguous positive shovel test units.

CMEC personnel will keep a complete record of field notes with observations including (but not limited to) identified sites, cultural materials, location markers, contextual integrity, estimated time periods of occupations, vegetation, topography, hydrology, land use, soil exposures, general conditions at the time of the survey, and field techniques employed. The field notes will be supplemented by digital photographs.

## Reporting and Curation

Relevant field observations for any new sites discovered or previously recorded sites revisited during these investigations will be transferred to TexSite forms and submitted to TARL for official recording and integration into the trinomial system. An analysis of recorded materials and site characteristics will be performed, and the results will be presented in a clear and concise manner. These data will be used to formulate a preliminary evaluation of the NRHP and/or SAL eligibility of each site, as well as a recommendation for further work or no further work, supported by explicit justifications (13 TAC 26.3; 13 TAC 26.10; 13 TAC 26.16). Data, sites recorded, and NRHP/SAL eligibility assessments will be presented in a standard draft survey report to be submitted to the County and THC for review and comment. Comments on the draft report will be incorporated into a final version to be submitted (with the number and format of copies to be determined based on client preferences) to the County and THC. Per 13 TAC 26.16, the final permit closure submittal will include a transmittal letter, abstract form, project area shapefile, tagged PDF files of the report in both restricted (with site locations) and public (without site locations) versions, as applicable.

Upon completion of the fieldwork and reporting, CMEC will make all materials and forms generated by this project available to future researchers through curation at the Center for Archaeological Studies (CAS) at Texas State University in San Marcos, Texas per 13 TAC 26.16 and 26.17. A curation form filed at both CAS and THC will accompany the collections.

## References

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#### **List of Figures:**

Figure 1: Project Location (Road Base)

Figures 2a-e: Location of Archeological APE

Figures 3a-r: HPALM Map



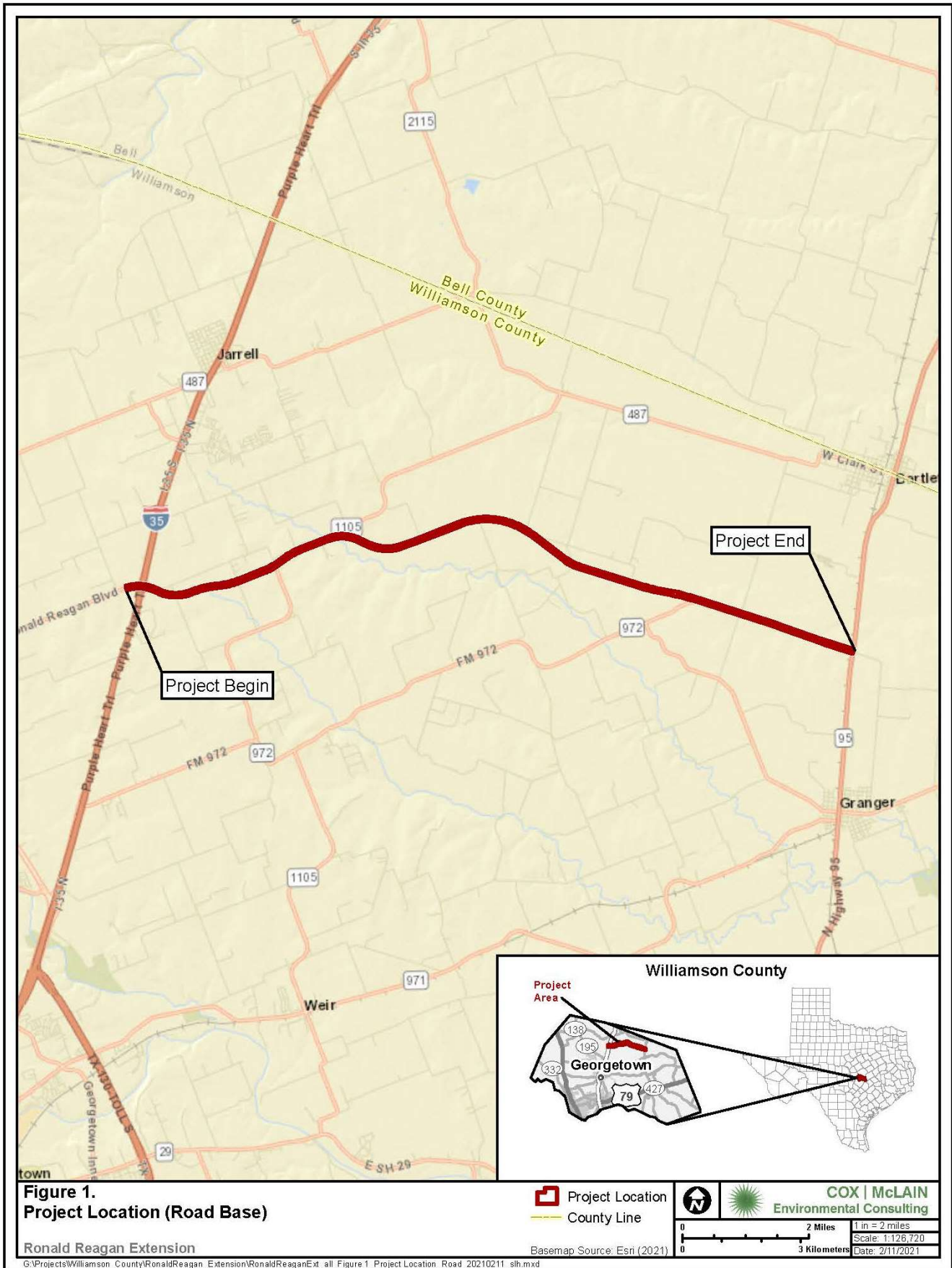


Figure 2 Redacted



Project APE  
 Sheet Limits  
**HPALM Score**  
 0-negligible potential  
 1-low potential  
 4-moderate shallow potential, low deep potential  
 7-high shallow potential, low deep potential

**Figure 3a.**  
**HPALM Map**

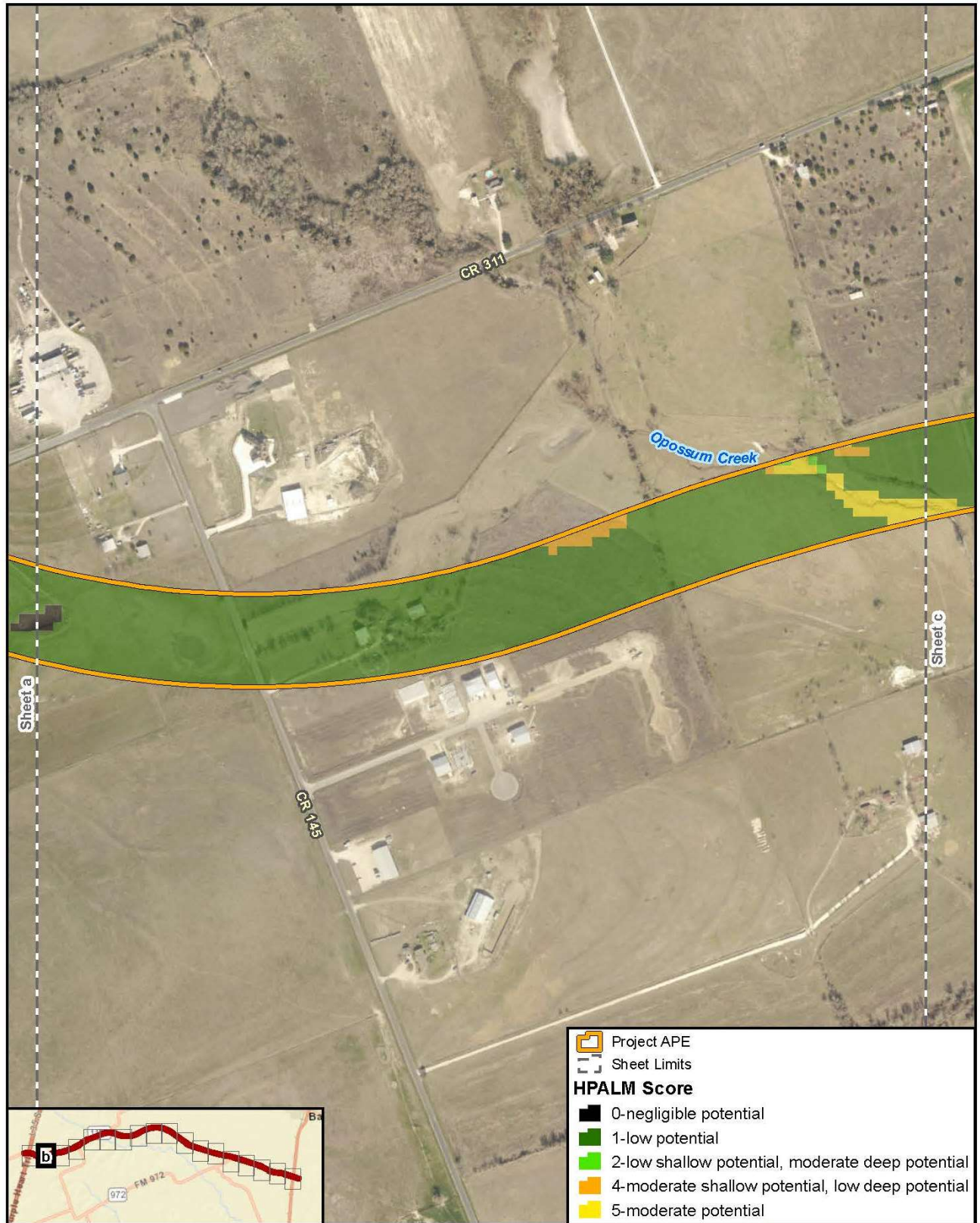
Ronald Reagan Extension

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**COX | McLAIN**  
 Environmental Consulting  
 0 500 Feet 1 in = 500 feet  
 0 100 Meters Scale: 1:6,000  
 Date: 2/12/2021

Data Source: TxDOT (2016)  
Aerial Source: Maxar (2019)





**Figure 3b.**  
**HPALM Map**







Ronald Reagan Extension

Data Source: TxDOT (2016)  
Aerial Source: Maxar (2019)

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 Project APE  
 Sheet Limits  
**HPALM Score**  
 0-negligible potential  
 1-low potential  
 4-moderate shallow potential, low deep potential  
 5-moderate potential

**Figure 3c.  
HPALM Map**

Ronald Reagan Extension

Data Source: TxDOT (2016)  
 Aerial Source: Maxar (2019)

0 500 Feet 1 in = 500 feet  
 0 100 Meters Scale: 1:8,000  
 Date: 2/12/2021

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Project APE  
 Sheet Limits  
**HPALM Score**  
 0-negligible potential  
 1-low potential  
 4-moderate shallow potential, low deep potential

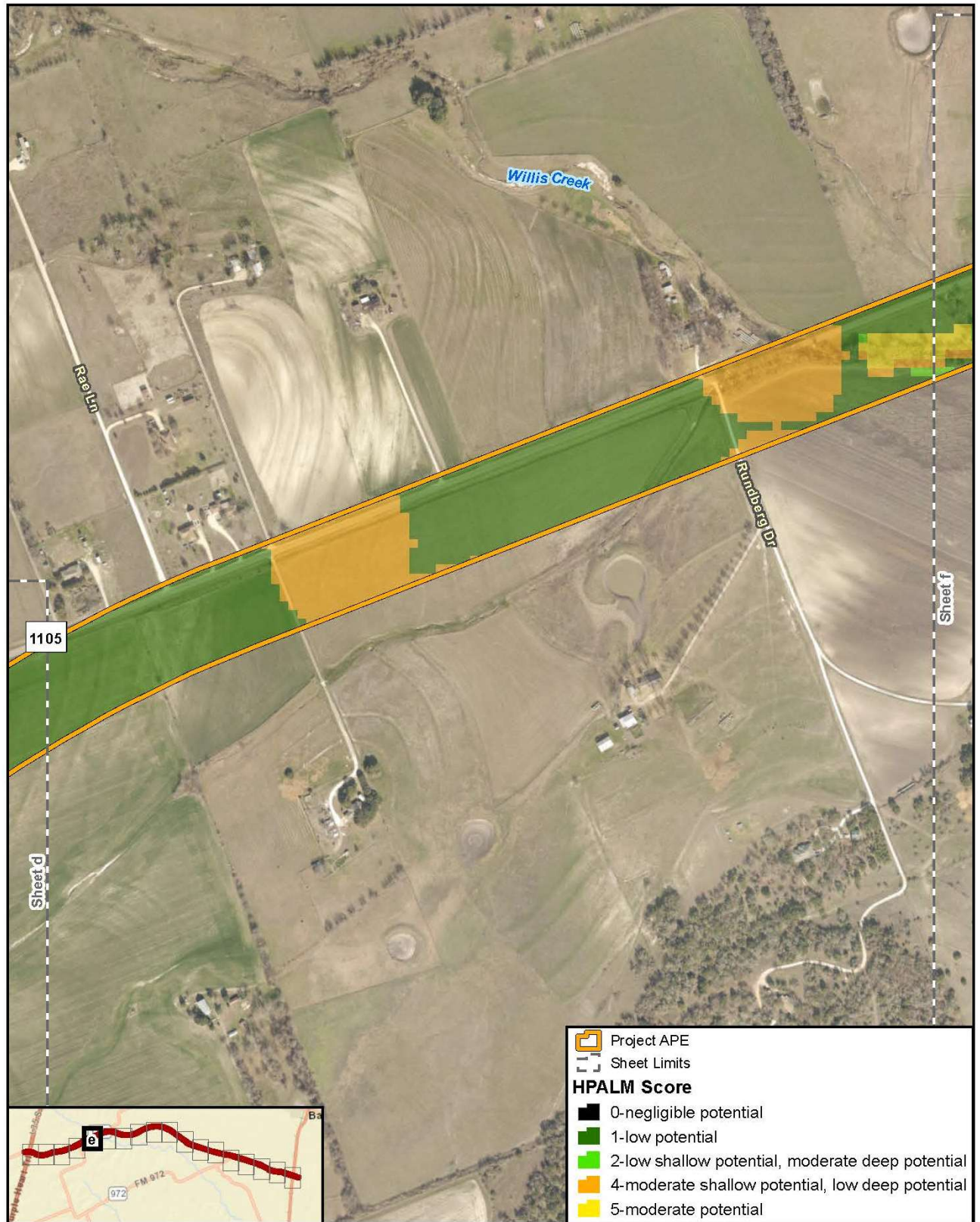
**Figure 3d.  
HPALM Map**

Ronald Reagan Extension

**COX | McLAIN**  
 Environmental Consulting  
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 0 100 Meters Scale: 1:6,000  
 Date: 2/12/2021

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**Figure 3e.**  
**HPALM Map**

Ronald Reagan Extension

**COX | McLAIN**  
Environmental Consulting

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Date: 2/12/2021

Data Source: TxDOT (2016)  
Aerial Source: Maxar (2019)

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Project APE  
 Sheet Limits  
**HPALM Score**  
 0-negligible potential  
 1-low potential  
 2-low shallow potential, moderate deep potential  
 4-moderate shallow potential, low deep potential  
 5-moderate potential



**Figure 3f.  
HPALM Map**

Ronald Reagan Extension

**COX | McLAIN**  
 Environmental Consulting  
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 0 100 Meters Scale: 1:6,000  
 Date: 2/12/2021

Data Source: TxDOT (2016)  
Aerial Source: Maxar (2019)

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**Figure 3g.  
HPALM Map**

Ronald Reagan Extension







Data Source: TxDOT (2016)  
Aerial Source: Maxar (2019)

			<b>COX   McLAIN</b> Environmental Consulting
		Project APE Sheet Limits <b>HPALM Score</b> 1-low potential	1 in = 500 feet Scale: 1:6,000 Date: 2/12/2021

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 Project APE  
 Sheet Limits  
**HPALM Score**  
 1-low potential  
 2-low shallow potential, moderate deep potential  
 4-moderate shallow potential, low deep potential  
 5-moderate potential

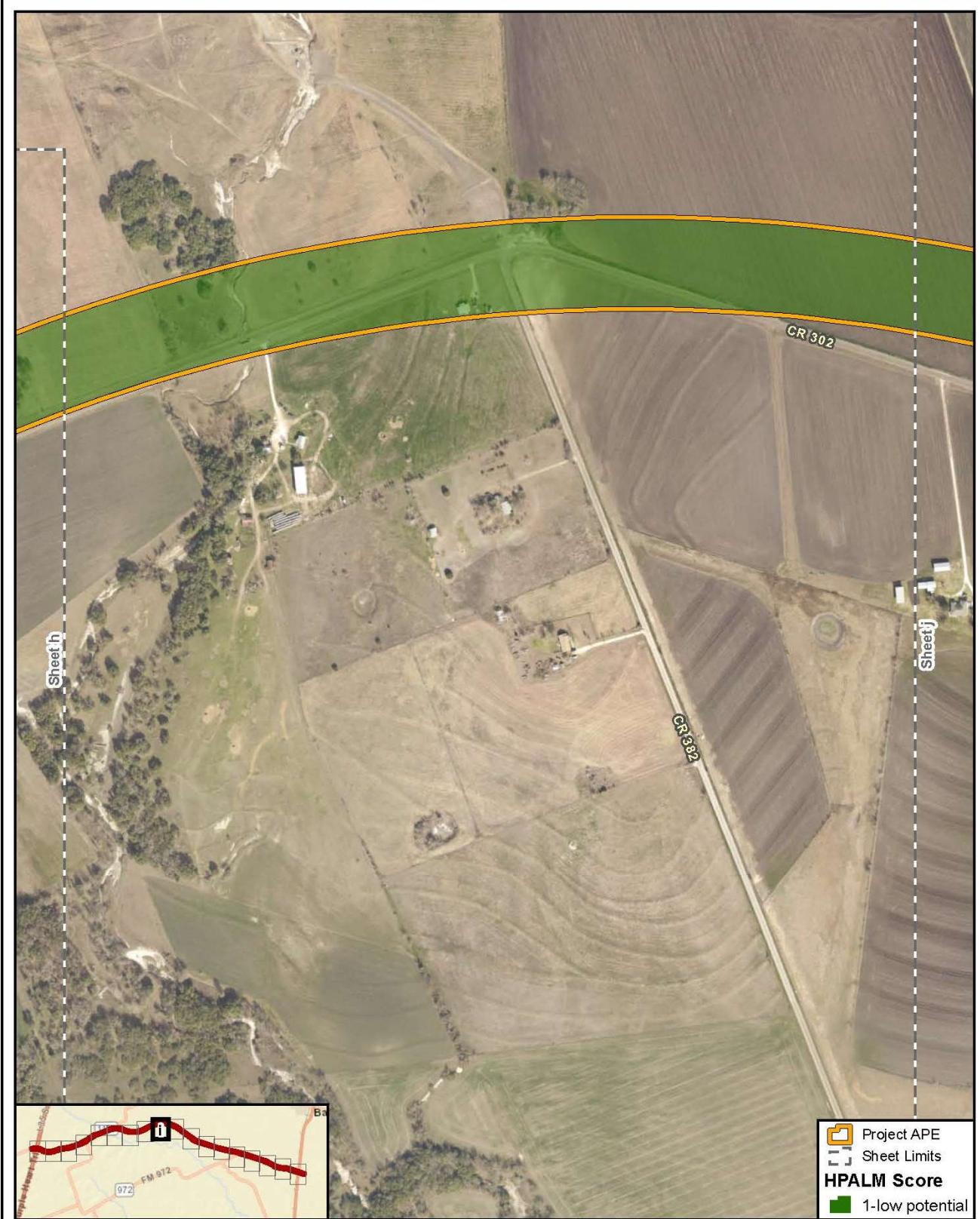
**Figure 3h.**  
**HPALM Map**




Ronald Reagan Extension

  **COX | McLAIN**  
 Environmental Consulting  
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 Aerial Source: Maxar (2019)  
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 0 100 Meters Scale: 1:6,000  
 Date: 2/12/2021

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-  Project APE
-  Sheet Limits
- HPALM Score**
-  1-low potential


**Figure 3i.  
HPALM Map**

Ronald Reagan Extension

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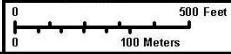
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**COX | McLAIN**  
Environmental Consulting

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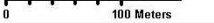


-  Project APE
-  Sheet Limits
- HPALM Score**
-  1-low potential

**Figure 3j.**  
**HPALM Map**

Ronald Reagan Extension





**COX | McLAIN**  
Environmental Consulting

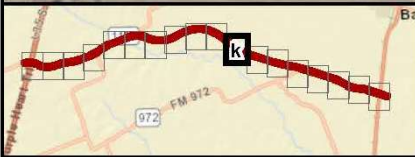
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Data Source: TxDOT (2016)  
Aerial Source: Maxar (2019)

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 Project APE  
 Sheet Limits  
**HPALM Score**  
 1-low potential  
 5-moderate potential



**Figure 3k.**  
**HPALM Map**

Ronald Reagan Extension

Data Source: TxDOT (2016)  
Aerial Source: Maxar (2019)

  **COX | McLAIN**  
 Environmental Consulting  
 0 500 Feet  
 0 100 Meters  
 1 in = 500 feet  
 Scale: 1:6,000  
 Date: 2/12/2021

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Project APE  
 Sheet Limits  
**HPALM Score**  
 1-low potential  
 2-low shallow potential, moderate deep potential  
 4-moderate shallow potential, low deep potential  
 5-moderate potential

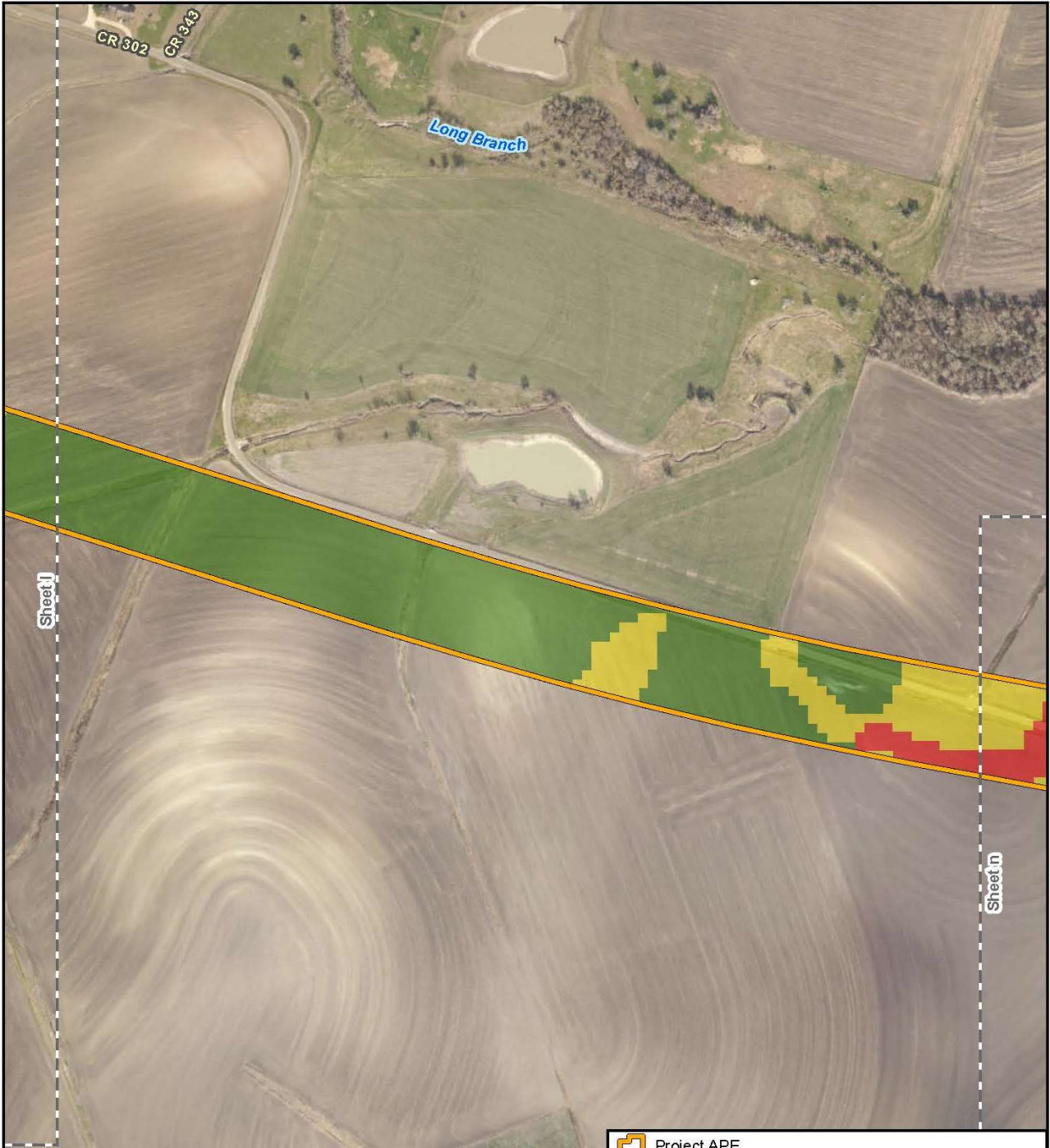
**Figure 31.  
HPALM Map**







Ronald Reagan Extension

**COX | McLAIN**  
 Environmental Consulting  
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 0 100 Meters Scale: 1:6,000  
 Date: 2/12/2021

Data Source: TxDOT (2016)  
Aerial Source: Maxar (2019)

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 Project APE  
 Sheet Limits  
**HPALM Score**  
 1-low potential  
 4-moderate shallow potential, low deep potential  
 5-moderate potential  
 9-high potential

**Figure 3m.  
HPALM Map**

Ronald Reagan Extension







Data Source: TxDOT (2016)  
Aerial Source: Maxar (2019)

  **COX | McLAIN**  
 Environmental Consulting  
 0 500 Feet  
 0 100 Meters  
 1 in = 500 feet  
 Scale: 1:6,000  
 Date: 2/12/2021

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 Project APE  
 Sheet Limits  
**HPALM Score**  
 1-low potential  
 4-moderate shallow potential, low deep potential  
 5-moderate potential  
 9-high potential

**Figure 3n.  
HPALM Map**

Ronald Reagan Extension

0	500 Feet	1 in = 500 feet
0	100 Meters	Scale: 1:8,000
		Date: 2/12/2021

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**Figure 3o.**  
**HPALM Map**

Ronald Reagan Extension

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Project APE  
 Sheet Limits  
**HPALM Score**  
 1-low potential  
 4-moderate shallow potential, low deep potential  
 5-moderate potential

**Figure 3p.  
HPALM Map**

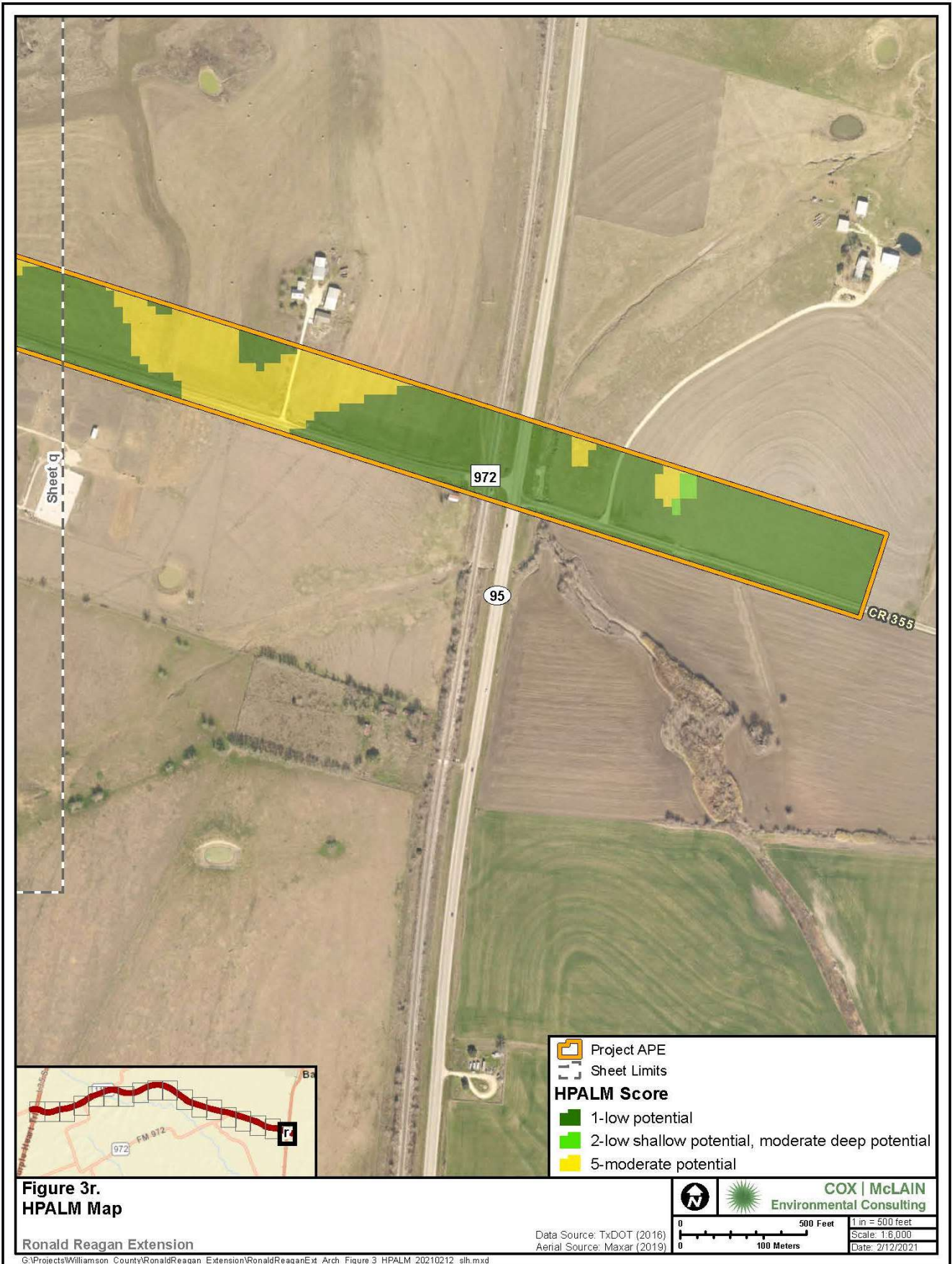
Ronald Reagan Extension

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**Commissioners Court - Regular Session**

41.

**Meeting Date:** 05/31/2022

2019 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 2019 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to transfer \$300,000.00 from P399 (2019 Road Bond Non-Departmental) to P374 (Thrall Street) in the amount of \$100,000.00 and P392 (Southeast Loop Segment 2) in the amount of \$200,000.00.

**Background**

The attached memo provides more detail on the funds being transferred.

---

**Fiscal Impact**

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

**Attachments**

2019 Road Bond Memo

---

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 05/26/2022

**Reviewed By**

Becky Pruitt

**Date**

05/26/2022 10:59 AM

Started On: 05/26/2022 10:33 AM



Ms. Tomika Lynce  
Williamson County Auditor's Office  
Historic County Courthouse  
710 Main Street, Ste. 301  
Georgetown, TX 78626



May 25, 2022

Re: 2019 Road Bond Budget Adjustment

Dear Ms. Lynce,

Please make the following budget adjustment to the 2019 Road Bond Program:

- Move \$100,000.00 from P399 Unallocated Interest to P374 Thrall Roadway Improvements;
- Move \$200,000.00 from P399 Unallocated Interest to P392 Southeast Loop Segment 2.

If you have any questions, please let me know.

Thank you.

A handwritten signature in red ink, appearing to read "M. J. Weaver".

Michael J. Weaver

Cc: Pam Navarrette, Williamson County Auditor's Office  
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure  
Christen Eschberger, P.E., HNTB  
Marie Walters, HNTB

**Commissioners Court - Regular Session**

42.

**Meeting Date:** 05/31/2022

Resolution of No Objection- Preserve at Mustang Creek

**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 Resolution of No Objection to an application for federal tax credits for the development of the Preserve at Mustang Creek.

**Background**

---

**Fiscal Impact**

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

**Attachments**

Resolution

---

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/26/2022

**Reviewed By**

Becky Pruitt

**Date**

05/26/2022 10:55 AM

Started On: 05/25/2022 03:27 PM



Williamson County, Texas, Resolution No. \_\_\_\_\_

**A RESOLUTION OF THE WILLIAMSON COUNTY COMMISSIONER’S COURT EXPRESSING NO OBJECTION TO AN APPLICATION FOR NON-COMPETITIVE 4% FEDERAL TAX CREDITS FOR THE DEVELOPMENT OF AND CONSTRUCTION OF THE PRESERVE AT MUSTANG CREEK, AN AFFORDABLE MULTI-FAMILY RENTAL COMMUNITY TO BE LOCATED NEAR 1425 COUNTY ROAD 118 IN WILLIAMSON COUNTY, TEXAS, LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ROUND ROCK, TEXAS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT.**

**WHEREAS**, the Commissioner’s Court (the “Commissioner’s Court”) of Williamson County (the “County”) finds that LSB D Round Rock 118, LLC (“Applicant”) has proposed to develop and construct an affordable multi-family rental community to be located near 1425 County Road 118 in Williamson County, Texas, located within the extraterritorial jurisdiction of the City of Round Rock, Texas, legally described on Exhibit A, attached hereto, to be called The Preserve at Mustang Creek (the “Proposed Project”); and

**WHEREAS**, the Commissioner’s Court finds that the Applicant has advised that it intends to submit, directly or through an affiliate, an application to the Texas Department of Housing and Community Affairs (the “TDHCA”) for non-competitive 4% 2022 Housing Tax Credits for the Proposed Project (the “Application”).

**NOW, THEREFORE, BE IT RESOLVED, BY THE COMMISSIONER’S COURT OF WILLIAMSON COUNTY:** that in accordance with the requirements of Texas Government Code §2306.67071 and Texas Administrative Code §11.204(4), the Commissioner’s Court finds that:

1. The Applicant has provided the Commissioner’s Court, as the governing body of Williamson County (the “Governing Body”), notice of its intent to file the Application in accordance with Texas Government Code §2306.67071(a); and
2. The Governing Body has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the Proposed Project; and
3. The Governing Body has held a hearing at which public comment could be made on the Proposed Project in accordance with Texas Government Code §2306.67071(b); and
4. After due consideration of the information provided by the Applicant and public comment, the Governing Body does not object to the proposed Application; and
5. The Applicant has entered into a Development Agreement with the County which outlines some obligations and responsibilities Applicant has committed to regarding the Applicant’s development. Applicant understands that the promises made in this Agreement are specifically contingent upon Applicant or its successors fully complying with the terms of said. Agreement

**BE IT FURTHER RESOLVED BY THE COMMISSIONER’S COURT OF WILLIAMSON COUNTY** that for and on behalf of the Governing Body, the Williamson County Judge,

undersigned, is hereby authorized, empowered, and directed to certify these resolutions to the Authority and TDHCA.

**BE IT FURTHER RESOLVED BY THE COMMISSIONER’S COURT OF WILLIAMSON COUNTY:**

1. That the findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.
2. That the Commissioner’s Court hereby expresses that it has no objection to the Proposed Project, the development and construction of the Proposed Project, the Application, or the proposed allocation of Housing Tax Credits for the Proposed Project.
3. That this Resolution shall take effect immediately upon its passage and approval by the Judge.

**PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2022.**

\_\_\_\_\_  
Bill Gravel Jr., Williamson County Judge

**ATTEST:**

\_\_\_\_\_  
Nancy Rister, County Clerk

**Exhibit A**  
(Legal Description)

Parcel 1:

**DESCRIPTION**, of a 5.000 acre (217,779 square foot) tract of land situated in the George Keith Survey, Abstract No. 371; City of Hutto, Williamson County, Texas; said tract being all of that tract of land described in Warrant Deed With Vendor's Lien to Gary H. Lawrence and Denise R. Lawrence recorded in Instrument No. 2005016086 of the Official Records of Williamson County, Texas; said 5.000 acre tract being more particularly described as follows:

**BEGINNING**, at a 1/2-inch iron rod with yellow cap found for the northwest corner of said Gary Lawrence tract and southwest corner of that tract of land described in Warranty Deed to Store Master Funding XIV, LLC recorded in Instrument No. 2019061873 of said Official Records; said point being in the northeast line of County Road 118 (a variable width right-of-way); from said point a 1/2-inch iron rod found bears North 21 degrees, 35 minutes, 18 seconds West, a distance of 879.39 feet for the northwest corner of said Store Master Funding XIV, LLC tract;

**THENCE**, North 68 degrees, 30 minutes, 13 seconds East, along the northwest line of said Gary H. Lawrence and Denise R. Lawrence tract and the southeast line of said Store Master Funding XIV, LLC tract, a distance of 593.68 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for the corner in the southwest line of that tract of land described in General Warranty Deed to Equipmentsshare.com, Inc. recorded in Instrument No. 2019024491 of the said Official Records;

**THENCE**, South 21 degrees, 34 minutes, 52 seconds East, along said southwest line of Equipmentsshare.com, Inc. tract and the southeast line, a distance of 366.56 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for the southeast corner of said Gary H. Lawrence and Denise R. Lawrence tract and the northeast corner of that tract of land described in Warranty Deed With Vendor's Lien to David G. Abernethy and Pamela L. Abernethy recorded in Volume 1572, Page 727 of the Deed Records of Williamson County, Texas; from said point a 1/2-inch iron rod found bears South 21 degrees, 27 minutes, 39 seconds East, a distance of 315.51 feet for the southeast corner of said David G. Abernethy tract;

**THENCE**, South 68 degrees, 28 minutes, 34 seconds West, a distance of 594.08 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for the southwest corner of said Gary H. Lawrence and Denise R. Lawrence tract and the northwest corner of said David G. Abernethy and Pamela L. Abernethy tract; said point being in said northeast line of County Road 118;

**THENCE**, North 21 degrees, 31 minutes, 09 seconds West, along said northeast line of County Road 118, a distance of 366.85 feet to the **POINT OF BEGINNING**;

**CONTAINING**: 217,778.56 square feet or 5.000 acres of land, more or less.

Parcel 2:

**DESCRIPTION**, of a 4.369 acre (190,321 square foot) tract of land situated in the George Keith Survey, Abstract No. 371; City of Hutto, Williamson County, Texas; said tract being all of that tract of land described in Warranty Deed With Vendor's Lien to David G. Abernethy and Pamela L. Abernethy recorded in Volume 1572, Page 727 of the Official Records of Williamson County, Texas; said 4.369 acre (190,321 square foot) tract being more particularly described as follows:

**BEGINNING**, at a 1/2-inch iron rod with "CRICHTON 4046" cap found for the southeast corner of said David G. Abernethy and Pamela L. Abernethy tract and the southwest corner of that tract of land described in General Warranty Deed to Equipmentsshare.com, Inc. recorded in Instrument No. 2019024491 of the said Official Records; said point being in the north right-of-way line of County Road 118 (a variable width right-of-way);

**THENCE**, South 67 degrees, 31 minutes, 21 seconds West, along the southeast line of said David G. Abernethy and Pamela L. Abernethy tract and said north line of County Road 118, a distance of 593.84 feet to a PK-Nail set in asphalt for the southwest corner of said David G. Abernethy and Pamela L. Abernethy tract;

**THENCE**, North 21 degrees, 31 minutes, 09 seconds West, along the southwest line of said David G. Abernethy and Pamela L. Abernethy tract and the northeast line of said County Road 118, a distance of 325.39 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for the northwest corner of said David G. Abernethy and Pamela L. Abernethy tract and the southwest corner of that tract of land described in Warranty Deed With Vendor's Lien to Gary H. Lawrence and Denise R. Lawrence recorded in Instrument Number 20050160886 of the said Official Records; from said point a 1/2-inch iron rod found bears North 21 degrees, 31 minutes, 09 seconds West, a distance of 368.85 feet for the northwest corner of said Gary H. Lawrence and Denise R. Lawrence tract;

**THENCE**, North 68 degrees, 28 minutes, 34 seconds East, along the northwest line of said David G. Abernethy and Pamela L. Abernethy tract and the southeast line of said Gary H. Lawrence and Denise R. Lawrence tract, a distance of 594.08 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for the northeast corner of said David G. Abernethy and Pamela L. Abernethy tract and the southeast corner of said Gary H. Lawrence and Denise R. Lawrence tract; said point being in the southwest line of that tract of land described in General Warranty Deed to Equipmentsshare.com, Inc. recorded in Instrument No. 2019024491 of said Official Records

**THENCE**, South 21 degrees, 27 minutes, 39 seconds East, along the northeast line of said David G. Abernethy and Pamela L. Abernethy tract and said southwest line of the Equipmentsshare.com, LLC tract, a distance of 315.51 feet to the **POINT OF BEGINNING**;

**CONTAINING**: 190,321 square feet or 4.369 acres of land, more or less.

**Commissioners Court - Regular Session**

43.

**Meeting Date:** 05/31/2022

SE Loop Segment 2- Real Estate Contract

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with Stephen T. Walker and Candice M. Walker for right of way needed on the SE Loop Segment 2 project (Parcel 48). Funding Source: TANS- ROW P588

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

contract

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/26/2022

**Reviewed By**

Becky Pruitt

**Date**

05/26/2022 10:53 AM

Started On: 05/25/2022 02:57 PM

**REAL ESTATE CONTRACT**

Corridor SE Loop Segment 2—Parcel 48

THIS REAL ESTATE CONTRACT (“Contract”) is made by and between **STEPHEN T. WALKER and CANDICE M. WALKER f/k/a CANDICE VISSER** (referred to in this Contract as “Seller”, whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as “Purchaser”), upon the terms and conditions set forth in this Contract.

**ARTICLE I  
PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

Being all of Lot 11, BRUSHY POINT ESTATES, a subdivision in Williamson County, Texas, according to the map or plat recorded in Cabinet O, Slides 73-74, Plat Records of Williamson County, Texas (Parcel 48).

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 permanent improvements and fixtures situated on and attached to the Property described, or bisected by the acquisition and not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below. Notwithstanding the foregoing the following improvements, or non-realty items shall be retained by Seller and shall not convey with the Property: 2 Refrigerators, Washer and Dryer, and 10’x24’ barn currently located in the Property (“Exclusions”) all of which shall be removable by Seller upon Seller’s surrender of the Property.

**ARTICLE II  
PURCHASE PRICE**

Purchase Price

2.01. The Purchase Price for the Property shall be the sum of ONE MILLION TWO HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$1,250,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable by Purchaser to Seller in cash or other good funds at the Closing.

2.03.

**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 complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

## ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's actual knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

## ARTICLE V AS IS CONVEYANCE

Notwithstanding anything set forth in Article IV of the Contract, Seller makes no representations and warranties related to the Property of any kind whatsoever and Purchase acknowledges and accepts the Property as follows:

***PURCHASER ACKNOWLEDGES AND AGREES PRIOR TO THE CLOSING DATE, PURCHASER HAS HAD (OR WILL HAVE PURSUANT TO THE PROVISIONS OF THIS CONTRACT) ACCESS TO AND SUFFICIENT TIME TO REVIEW AND INSEPECT THE PROPERTY AND THAT IT HAS CONDUCTED OR WILL CONDUCT TO ITS SATISFACTION A COMPLETE AND THOROUGH INSPECTION, AND EVALUATION OF THE PROPERTY. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR SELLER'S SPECIAL WARRANTY OF TITLE TO THE PROPERTY CONTAINED IN THE DEED, PURCHASER IS RELYING SOLELY ON PURCHASER'S INDEPENDENT INVESTIGATION AND INSPECTION OF THE PROPERTY, AND IS NOT RELYING ON ANY INFORMATION PROVIDED BY SELLER, OR ANY OF ITS EMPLOYEES, PARTNERS, DIRECTORS, OFFICERS, MANAGERS, MEMBERS,***



**AGENTS, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, ATTORNEYS OR BROKERS, OR ANY STATEMENTS (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY SELLER OR ANY OF ITS EMPLOYEES, PARTNERS, DIRECTORS, OFFICERS, MANAGERS, MEMBERS, AGENTS, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, ATTORNEYS OR BROKERS, IN DETERMINING WHETHER TO PURCHASE THE PROPERTY. PURCHASER FURTHER ACKNOWLEDGES THAT AT CLOSING, IT WILL BE FULLY AND COMPLETELY SATISFIED THAT THE PROPERTY IS SATISFACTORY IN ALL RESPECTS FOR ITS INTENDED USE.**

**PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR SELLER'S SPECIAL WARRANTY OF TITLE TO THE PROPERTY CONTAINED IN THE DEED, SELLER, HAS NOT MADE, DOES NOT HEREBY MAKE AND WILL NOT HEREAFTER BE DEEMED TO HAVE MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, WITH RESPECT TO THE PROPERTY, THE FUTURE DEVELOPMENT OR USE OF THE PROPERTY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY DEVELOPMENT LIMITATIONS OR REGULATIONS RELATED TO THE PROPERTY, THE PHYSICAL CONDITION OF THE PROPERTY, OR PROFITABILITY OF THE PROPERTY.**

**NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXCEPT FOR SELLER'S SPECIAL WARRANTY OF TITLE, SELLER IS CONVEYING THE PROPERTY TO PURCHASER "AS IS, WHERE IS", AND "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER. PURCHASER ACKNOWLEDGES THAT SELLER HAS**

**THE FOREGOING PROVISIONS ARE INCORPORATED INTO THE DEED FROM SELLER TO PURCHASER BY REFERENCE AND SHALL SURVIVE THE CLOSING IN ALL RESPECTS.**

## ARTICLE VI CLOSING

### Closing Date

6.01. The Closing shall be held at the office of Texas National Title Company at 305 Denali Pass, Suite A Cedar Park, Texas on or before June 15, 2022, 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 authorizes the Title Company to immediately deliver to Purchaser the commitment for title insurance ("Commitment") and copies of any restrictive covenants and documents evidencing exceptions in the Commitment ("Exception Documents") other than the standard printed exceptions. Purchaser may object in writing to any defects, exceptions or encumbrances to title disclosed on the Commitment by delivering written notice of such objections to the Seller and the Title Company, however, Seller shall have no obligation to cure any title objections raised by Purchaser and Purchaser shall solely be responsible to cure any such objections prior to the Closing Date. In no event shall Purchaser's title objections entitle purchaser to terminate this Contract and any attempt to do so by Purchaser shall be deemed a default by Purchaser under the terms of this Contract.

### Seller's Obligations at Closing

6.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property or as otherwise described herein, free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser pursuant to Article VI in writing.

(2) The Special Warranty Deed shall be in the form as shown in Exhibit "A" attached hereto and incorporation herein.

(3) Provide reasonable assistance, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted; and
- (b) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property, subject to leaseback as set out in Paragraph 5.03(b) herein.

#### Purchaser's Obligations at Closing

6.03. At the Closing, Purchaser shall:

(1) Pay the cash portion of the Purchase Price.

(2) At Closing, Purchaser and Seller shall enter into a lease agreement (the "Leaseback Agreement") wherein Purchaser, as Landlord, shall lease back to Seller, as Tenant, the Property for an initial term which shall terminate on or before December 31, 2022, such term commencing on the Closing Date. The Leaseback Agreement shall be in the form attached hereto as Exhibit "B"; and

(3) At Closing, Purchase and Seller shall execute and deliver any notices, statements, certificates, affidavits, releases, and other documents reasonably required for the closing of the sale and issuance of the Texas Owner's Title Policy.

#### Prorations

6.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, or any other taxes assessed as a result of the sale contemplated by this Contract and conveyance shall be timely paid by Purchaser.

#### Closing Costs

6.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each party respectively as incurred.

**ARTICLE VII  
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 and in such event the Parties shall have no further obligations to one another under the terms of this Contract.

**ARTICLE VIII  
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 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 IX  
MISCELLANEOUS**

Notice

9.01. 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

9.02. 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

9.03. 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

9.04. 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

9.05. 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

9.06. Time is of the essence in this Contract.

#### Gender

9.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

#### Memorandum of Contract

9.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

#### Compliance

9.09. 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

9.10. This Contract shall be effective as of the date it is approved by Williamson County, which date is indicated beneath the Judge's signature below.

#### Counterparts

9.11. 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.

#### Purchase of Future Right of Way

9.12. Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for the proposed future Southeast Loop Segment 2 right of way on the current Williamson County Long Range Transportation Plan and

the current Williamson County Transportation Plan.

Broker's Commissions

9.13. No broker commissions shall be paid related to this transaction between Seller and Purchaser. Each Seller and Purchaser hereby indemnify each other for any and all claims related to any brokerage fees related to this Contract or the sale contemplated herein.

**SELLER:**

Stephen T. Walker

Stephen T. Walker (May 23, 2022 12:52 CDT)

Stephen T. Walker

Address: 1652 CR 134 Hutto, TX 78634

Date: May 23, 2022

Candice M Walker

Candice M Walker (May 23, 2022 12:57 CDT)

Candice M. Walker, f/k/a Candice Visser

Date: May 23, 2022

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

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

Bill Gravell, Jr.  
County Judge

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

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





Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Southeast Loop/Corridor A1.

***PURCHASER ACKNOWLEDGES AND AGREES PRIOR TO THE CLOSING DATE, PURCHASER HAS HAD (OR WILL HAVE PURSUANT TO THE PROVISIONS OF THIS CONTRACT) ACCESS TO AND SUFFICIENT TIME TO REVIEW AND INSEPT THE PROPERTY AND THAT IT HAS CONDUCTED OR WILL CONDUCT TO ITS SATISFACTION A COMPLETE AND THOROUGH INSPECTION, AND EVALUATION OF THE PROPERTY. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR SELLER'S SPECIAL WARRANTY OF TITLE TO THE PROPERTY CONTAINED IN THE DEED, PURCHASER IS RELYING SOLELY ON PURCHASER'S INDEPENDENT INVESTIGATION AND INSPECTION OF THE PROPERTY, AND IS NOT RELYING ON ANY INFORMATION PROVIDED BY SELLER, OR ANY OF ITS EMPLOYEES, PARTNERS, DIRECTORS, OFFICERS, MANAGERS, MEMBERS, AGENTS, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, ATTORNEYS OR BROKERS, OR ANY STATEMENTS (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY SELLER OR ANY OF ITS EMPLOYEES, PARTNERS, DIRECTORS, OFFICERS, MANAGERS, MEMBERS, AGENTS, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, ATTORNEYS OR BROKERS, IN DETERMINING WHETHER TO PURCHASE THE PROPERTY. PURCHASER FURTHER ACKNOWLEDGES THAT AT CLOSING, IT WILL BE FULLY AND COMPLETELY SATISFIED THAT THE PROPERTY IS SATISFACTORY IN ALL RESPECTS FOR ITS INTENDED USE.***

***PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR SELLER'S SPECIAL WARRANTY OF TITLE TO THE PROPERTY CONTAINED IN THE DEED, SELLER, HAS NOT MADE, DOES NOT HEREBY MAKE AND WILL NOT HEREAFTER BE DEEMED TO HAVE MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, WITH RESPECT TO THE PROPERTY, THE FUTURE DEVELOPMENT OR USE OF THE PROPERTY OR ITS FITNESS FOR ANY PARTULCAR PURPOSE, ANY DEVELOPMENT LIMITATIONS OR REGULATIONS RELATED TO THE PROPERTY, THE PHYSICAL CONDITION OF THE PROPERTY, OR PROFITABILITY OF THE***

**PROPERTY.**

**NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXCEPT FOR SELLER'S SPECIAL WARRANTY OF TITLE, SELLER IS CONVEYING THE PROPERTY TO PURCHASER "AS IS, WHERE IS", AND "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER. PURCHASER ACKNOWLEDGES THAT SELLER HAS**

**THE FOREGOING PROVISIONS ARE INCORPORATED INTO THE DEED FROM SELLER TO PURCHASER BY REFERENCE AND SHALL SURVIVE THE CLOSING IN ALL RESPECTS.**

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and subject to all of the matters set forth or referred to herein, and Grantor does hereby bind itself, and its, successors and assigns to Warrant and Forever Defend all and singular the property herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, though, or under Grantor, but not otherwise; provided, however, that this conveyance is made by Grantor and accepted by Grantee subject to all of the matters listed on Exhibit "A" (the "Permitted Exceptions"), attached hereto and incorporated herein by reference.

Ad valorem taxes with respect to the Property for the current year have been prorated as of the date hereof. Grantee hereby assumes the payment of all real property taxes affecting the Property from and after the date hereof and any other taxes due to agricultural roll back taxes or otherwise.

Grantee acknowledges that it is an entity which possesses the power of condemnation, and that the deed for the Property is being delivered for proposed future Southeast Loop right of way on the current Williamson County Long Range Transportation Plan and the current Williamson County Transportation Plan.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2022.

*[signature page follows]*





**Exhibit A**  
**Permitted Exceptions**

## EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Volume O, Page 73, Plat Records and Document No(s) 9660508 and 9710581, Official Records, and Document No(s) 2006069539, 2006069540, 2006069541, 2006069542, 2006069543, 2006069544, 2006069545, 2006069546, 2006069547, 2006069548, 2006069549, and 2006069550 Williamson County, Texas; any covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42UCS 3604 {c}.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.  
(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2022, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2022 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters. (We must insert matters or delete this exception.):
  1. Building setback line(s) as shown and/or described on plat of record in [Cabinet O, Slide 73](#), Plat Records of Williamson County, Texas.
  2. Building setback line(s) as provided in restrictions of record in Document No. [9660508](#), Official Records, Williamson County, Texas.
  3. 20' public utility easement reserved along the front and rear property lines, as shown on the plat of record in [Cabinet O, Slide 73](#), Plat Records of Williamson County, Texas.
  4. 7.5' public utility easement reserved along the side property lines, as shown on the plat of record in [Cabinet O, Slide 73](#), Plat Records of Williamson County, Texas.
  5. Undetermined width road widening easement reserved along the front property line, as shown on the plat of record in [Cabinet O, Slide 73](#), Plat Records, Williamson County, Texas.
  6. CL ditch easement, as shown on the plat of record in [Cabinet O, Slide 73](#), Plat Records, Williamson County, Texas.
  7. Electric transmission and/or distribution line easement granted to Texas Power & Light Company as described in [Volume 282, Page 386](#), Deed Records, Williamson County, Texas.
  8. Pipe lines easement granted to Jonah Water Supply Corp., as described in [Volume 598, Page 15](#), Deed Records, Williamson County, Texas.
  9. Electric distribution line easement granted to Texas Power & Light Company and Mid State Telephone Company, as described in [Volume 585, Page 231](#), Deed Records, Williamson County, Texas.
  10. Mineral and/or royalty interest in and to all coal, lignite, oil, gas and other minerals; together with all rights incident thereto:  
Recorded: [Volume 861, Page 233](#), Deed Records, Williamson County, Texas.  
  
Title to said interest has not been researched subsequent to the date of the above referenced instrument and the Company makes no representation as to the ownership or holder of such interest(s).
  11. All terms, conditions and provisions of that certain Resolution No. R-19-03-21-9B by the City of Hutto as recorded in Document No. [2019036742](#), Official Public Records, Williamson County, Texas.
  12. Any visible and apparent easement, either public or private, located on or across the land, the existence of which is not disclosed by the Public Records as herein defined.
  13. Rights of Parties in Possession (Owners Policy Only)
  14. Rights of tenants, as tenants only, under any and all unrecorded leases or rental agreements. (NOTE: This item can be deleted upon receipt of an Affidavit executed by the seller evidencing there are not any outstanding leases or rental agreements. If the Affidavit reveals unrecorded outstanding leases or rental agreements the exception may be modified to make specific exception to those matters.)



15. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
16. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title, including but not limited to fences not following the property boundaries, that would be disclosed by an accurate and complete land survey of the subject property. (Owner's Policy Only)

## Exhibit "B"

### RESIDENTIAL LEASE AGREEMENT

By this Residential Lease Agreement ("Lease") between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas and the true and lawful owner of the Premises subject of this Lease, (hereafter called "Landlord"); and STEPHEN T. WALKER and CANDICE M. WALKER, (hereafter collectively called "Tenant"); Landlord hereby leases to Tenant, and the Tenant hires and takes from the Landlord, all that certain 5.0 acres known as Lot 11, Brushy Point Estates, a subdivision in Williamson County, Texas, according to the map or plat recorded in Cabinet O, Slides 73-74, Plat Records of Williamson County, Texas, with the dwelling and appurtenances thereon also known as 1652 CR 134 Hutto, Texas 78634 (hereinafter referred to as the "Premises), to be used and occupied solely as a strictly private dwelling for one family only, by the Tenant and the family of the Tenant and not otherwise, according to the following terms and conditions:

1. TERM. The initial term of this Lease shall not exceed SIX (6) months commencing on June 15, 2022 ("Commencement Date") and ending on December 31, 2022 at 11:59 p.m. ("Termination Date").

2. RENT. Tenant agrees to pay, without demand, deduction or offset, to Landlord as rent for the Premises (\$1,186) One Thousand One Hundred Eight-Six and no/100 Dollars ("Initial Base Rent"), on the first (1<sup>st</sup>) day of each calendar month in advance, beginning on the 1st day of August 2022. at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626, or such other place as Landlord may designate in writing. Tenant shall additionally pay a prorated rental amount for any period between the Commencement Date and the date the first rental payment is due as set out herein.

3. LATE CHARGES AND FEES FOR RETURNED CHECKS. If Tenant fails to timely pay any month's rent, Tenant will pay Landlord an initial late charge of Twenty-Five and No/100 Dollars (\$25.00), plus additional late charges of Fifteen and No/100 Dollars (\$15.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Tenant hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise, at law or in equity, for Tenant's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Tenant further agrees to pay Landlord Twenty-Five and No/100 Dollars (\$25.00) for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Landlord has received payment in full. Landlord may, upon written notice to Tenant, require Tenant to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Landlord.

4. OPTION TO EXTEND OR TERMINATE LEASE. In the event Tenant wishes to extend this lease following the initial term or any extended term thereafter, Tenant shall provide Landlord with a written request to extend the Lease. Following Landlord's receipt of Tenant's extension request, Landlord shall have the option to deny or accept the request, as it deems in the best interest of Williamson County. If the Landlord accepts Tenant's extension request, the extended term shall begin on the expiration of the Initial Lease Term or the then current "Extension Term"

of this Lease, as appropriate. All terms, covenants, and provisions of this Lease shall apply to each such Extension Term, except that Landlord shall reserve the right to modify the duration of any Extension Term.

**Tenant at its sole option may terminate this Lease at any time by delivering a minimum of thirty (30) days prior written notice of such early termination to Landlord.**

5. APPLICATION OF FUNDS. Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to late charges, returned check charges, charges for repairs that Tenant shall be obligated to pay under the terms of this Lease, and unpaid utility charges, then to rent. Tenant's notations on Tenant's payments shall not affect the Landlord's application of funds.

6. QUIET ENJOYMENT. Landlord covenants that, on paying the rent and performing the covenants contained in this Lease, Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

7. USE OF PREMISES. The Premises shall be used and occupied by Tenant exclusively as a private single family residence, and no part of it may be used by Tenant at any time during the term of this Lease or extension of same for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease. Tenant and all other persons on the Premises must refrain from conducting themselves in any way that would unduly disturb Tenant's neighbors or constitute a breach of the peace. Tenant may not permit any part of the Premises to be used for: (a) any activity which is a nuisance, offensive, noisy, or dangerous; (b) the repair of any vehicle; (c) any business of any type, including child care; (d) any activity which violates any applicable rules and/or regulations of Landlord; (e) any illegal or unlawful activity; or (f) other activity which will obstruct, interfere with, or infringe on the rights of other persons near the Premises.

Tenant hereby acknowledges and agrees that Tenant shall be solely liable for and shall promptly pay all fines, fees or charges assessed against the Tenant and/or the Premises for violations by Tenant of: (a) any laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease; (b) any illegal or unlawful activity; or (c) other activity which obstructs, interferes with, or infringes on the rights of other persons near the Premises.

**USE OF PORTION OF PREMISES BY LANDLORD FOR UTILITY ADJUSTMENT AND/OR ROAWAY CONSTRUCTION.**

**Prior to the Termination Date, County and any public utility companies affected or conflicted by the Roadway Construction Project shall be allowed to enter and take exclusive possession of the portion of the Premises described by metes and bounds survey in Exhibit "A" attached hereto and incorporated herein, with fourteen (14) days prior notice to Grantor, to complete construction of any required utility adjustments, realignments, and or roadway facility and related appurtenance installations or removals or for other preliminary site testing, as long as such utility construction or testing activities do not physically interfere with the continued residential occupation of Tenant.**

NUMBER OF OCCUPANTS. Without prior approval and consent from Landlord the Premises may be occupied by no more than 5 persons. Tenant may not permit any guests to stay on or in the Premises longer than fourteen (14) consecutive or non-consecutive days during the term of this Lease or any Extension Term without the prior written consent of the Landlord.

11. **CONDITION OF PREMISES.** TENANT HEREBY AGREES AND STIPULATES THAT THE PREMISES HAVE BEEN EXAMINED BY TENANT, INCLUDING THE GROUNDS AND ALL BUILDINGS AND IMPROVEMENTS, AND THAT AT THE TIME OF THIS LEASE THEY ARE IN GOOD ORDER AND REPAIR AND IN A SAFE, CLEAN, AND TENANTABLE CONDITION. TENANT ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LANDLORD HAS NOT MADE, DOES NOT MAKE AND, TO THE FULLEST EXTENT AUTHORIZED BY LAW, SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE SUITABILITY OF THE PREMISES FOR ITS INTENDED USE, (C) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (D) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (E) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LANDLORD HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, TENANT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LANDLORD. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LANDLORD HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". TENANT ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE

TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE. TENANT ACKNOWLEDGES THAT NO AGREEMENTS HAVE BEEN MADE REGARDING FUTURE REPAIRS UNLESS OTHERWISE SPECIFIED IN THIS LEASE AGREEMENT.

12. ASSIGNMENT AND SUBLETTING. Without the prior written consent of Landlord, Tenant may not assign the Lease or sublet or grant any license to use the Premises or any part of them. A consent by Landlord to one assignment, subletting, or license shall not be considered a consent to any subsequent assignment, subletting, or license. An assignment, subletting, or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be void and Landlord, at Landlord's option, may immediately terminate this Lease.

13. ALTERATIONS AND IMPROVEMENTS. At its sole cost Tenant may make improvement to and remove the structures or improvements paid for and retained by Tenant pursuant to the terms of that certain prior real estate contract and Deed conveyance between the parties concerning the Premises. Unless otherwise provided by written agreement between Landlord and Tenant, all alterations, changes, and improvements built, constructed, or placed on the Premises by Tenant, with the exception of fixtures removable without damage to the Premises and movable personal property, shall be the property of Tenant and may be elected to be removed by Tenant pursuant to the terms of the prior real estate contract agreement at the expiration or termination of this Lease. Except as permitted by law, this Lease, or pursuant to Landlord's prior written consent, Tenant may not: (a) keep or permit any hazardous material on the Premises, which shall include but not be limited to flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or canceled or any premiums to be increased; (b) dispose of any environmentally detrimental substance (i.e. motor oil or radiator fluid) on the Premises; or (c) cause or allow any mechanic's or materialman's lien to be filed against any portion of the Premises or Tenant's interest in this Lease.

14. DAMAGE TO PREMISES. If the dwelling structures on the Premises are damaged by casualty loss or are otherwise rendered uninhabitable this Lease shall terminate and the parties shall have no further obligations to each other under this Agreement.

15. CARE AND MAINTENANCE. By execution of this Lease Tenant acknowledges that the Premises is habitable for occupancy and that Landlord shall not be required to make any repairs or alterations to the Premises prior to the commencement of this agreement.

16. INSURANCE. Landlord shall not carry any type of insurance which would provide coverage for the improvements located on the Premises for which ownership was retained by Tenant pursuant to the terms of the real estate contract between the parties for purchase of the Premises. **Tenant acknowledges, however, that Tenant and Tenant's property will not be covered by any hazard insurance or other form of insurance that may be carried by Landlord.** The Tenant assumes the risk of loss on all contents of the Leased Premises owned by the Tenant and/or personal injuries arises on the Leased Premises and Tenant hereby agrees to obtain any insurance coverage that Tenant desires or deems necessary. Furthermore, Tenant's insurance shall be primary as to any other existing, valid, and collectible insurance Landlord may otherwise be permitted to maintain.

17. UTILITIES. Tenant shall be responsible for arranging and paying for all utility services required on the Premises, including but not limited to electricity, gas, water, wastewater, garbage,

telephone, alarm monitoring systems, television, sewer charges, and trash collection. Tenant further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Premises. Tenant must, at a minimum, keep the following utilities on at all times during the term of this Lease: gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Tenant fails to keep said utilities on during the term of this Lease or any extension of the term of this Lease, Tenant shall be deemed to be in default of this Lease.

18. MAINTENANCE AND REPAIR. At Tenant's expense, Tenant shall keep and maintain the Premises and appurtenances in good sanitary condition during the term of this Lease and any extension of it. In particular, Tenant shall keep the fixtures in the house or on or about the Premises in good order and repair; keep the furnace and HVAC systems clean and in good working order; promptly dispose of all garbage in appropriate receptacles; supply and change smoke detector batteries; promptly eliminate any dangerous condition on the Premises caused by Tenant or caused by Tenant's family, agent, or visitor; take necessary precautions to prevent broken water pipes due to freezing; replace any lost or misplaced keys; pay any periodic, preventative, or additional extermination costs desired by Tenant; maintain and use reasonable diligence in maintaining the yard and landscape in or on the Premises, which shall include but not be limited to watering, mowing, fertilizing, trimming and controlling all lawn pests on all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping and foliage on or encroaching on the Premises or any easement appurtenant to the Premises; and keep the walls free from dirt and debris.

Tenant shall make all repairs to the Premises and improvements thereon, which shall include but not be limited to the plumbing systems, cooking appliances, cooling system, heating system, sanitary systems, and other electric and gas fixtures which are required to keep the Premises in as good and commercially functional of a condition as existed upon entry, reasonable wear and tear excepted.

Tenant agrees that no signs will be placed on or about the Premises by Tenant or at Tenant direction without the prior written consent of Landlord.

19. SECURITY DEVICES AND EXTERIOR DOOR LOCKS. The Texas Property Code requires that the Premises be equipped with certain types of locks and security devices. Said Code will govern the rights and obligations of the parties regarding security devices. **All notices or requests by Tenant for re-keying, changing, installing, repairing, or replacing security devices must be made in writing to the Landlord. All additional security devices or additional re-keying or replacement of security devices desired by Tenant shall be paid by Tenant in advance and may only be installed by Landlord or Landlord's contractors after receiving a written request from Tenant.**

20. SMOKE DETECTORS. The Texas Property Code requires that the Premises be equipped with smoke detectors in certain locations. Said Code will govern the rights and obligations of the parties regarding smoke detectors. **All requests for additional installation, inspection or repair of smoke detectors must be made in writing by Tenant to Landlord. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under the Texas Property Code.**

21. VEHICLES. Tenant may not permit more than 4 vehicles, which shall include but not be limited to automobiles, non-commercial passenger trucks, recreational vehicles, trailers, motorcycles, and boats, on the Premises for more than twenty-four (24) consecutive hours unless authorized in writing by Landlord. Under no circumstances may Tenant park or drive any vehicle on the Premises' yard and/or landscape. Tenant may not store any vehicles on or adjacent to the Premises or on the street in front of the Premises. Tenant shall under no circumstances permit any type of commercial vehicle to be stored or parked on or adjacent to the Premises or on the street in front of the Premises, other than vehicles present during periods of performing commercial services work at or on the Premises at the request of Tenant or Landlord (including removal of the improvements retained by Tenant). Tenant hereby acknowledges and agrees that Landlord may tow, at Tenant's sole expense, any improperly parked or inoperative vehicle on or adjacent to the Premises in accordance with all applicable state and local laws. For purposes of this provision, an inoperative vehicle shall mean and include a vehicle that is not in good working order and that does not have a current state inspection and registration sticker, as required by law.

22. LANDLORD'S INSPECTION OF AND ACCESS TO PREMISES. Landlord and Landlord's agents may inspect the Premises at reasonable times with advance notice to or permission from the Tenant, which shall not be unreasonably withheld.

23. SUBORDINATION OF LEASE. This Lease and Tenant's interest under it are and will be subordinate to any encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such encumbrances, the interest payable on any encumbrances, and all renewals or extensions of such encumbrances.

24. LIABILITY. UNLESS CAUSED BY LANDLORD'S NEGLIGENCE, TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD IS NOT LIABLE OR RESPONSIBLE TO TENANT, TENANT'S FAMILY, GUESTS, OCCUPANTS, AND/OR INVITEES FOR ANY DAMAGES, INJURIES, OR LOSSES TO PERSON OR PROPERTY CAUSED BY FIRE, FLOOD, WATER LEAKS, ICE, SNOW, HAIL, WINDS, EXPLOSIONS, SMOKE, INTERRUPTION OF UTILITIES, THEFT, BURGLARY, ROBBERY, ASSAULT, VANDALISM, OTHER PERSONS, THE CONDITION OF THE PREMISES, ENVIRONMENTAL CONTAMINANTS, INCLUDING BUT NOT LIMITED TO CARBON MONOXIDE, ASBESTOS, RADON GAS AND LEAD BASED PAINT, OR OTHER OCCURRENCES OR CASUALTY LOSSES. TENANT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS LANDLORD AND THE PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LANDLORD OR THE PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE PREMISES BY TENANT; FROM ANY NEGLIGENCE OR FAULT OF TENANT OR THE FAMILY, AGENTS, GUESTS OR INVITEES OF TENANT IN USING AND OCCUPYING THE PREMISES; OR FROM ANY FAILURE BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LANDLORD OR THE PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLIGENCE, OR USE OF THE PREMISES BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES, OR ANY OTHER PERSON ON THE PREMISES, TENANT AGREES THAT TENANT OR ANY OTHER PERSON ON THE PREMISES WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LANDLORD OR AGAINST THE PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.



25. SURRENDER OF PREMISES. On or before the Termination Date of this Lease or any termination date of an Extension Term or any date of termination allowed hereunder, for any improvements which are elected **NOT** to be retained and removed pursuant to the terms of the real estate contract and Deed between the parties for conveyance of the Premises, Tenant shall surrender ("Surrender" shall mean vacating the Premises and returning all keys and access devices to the Landlord) the Premises clean and free of all trash, debris and any personal property or belongings and in as good condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted. If Tenant leaves any personal property or belongings in, on or about the Premises after Tenant surrenders possession of the Premises, all such personal property and/or belongings of Tenant will be forfeited to and become the property of the Landlord. In the event that Tenant forfeits such personal property or belongings pursuant to the terms of this Lease, Tenant hereby acknowledges and agrees that Landlord may dispose of such personal property or belongings of Tenant, without liability to Landlord, in any manner in which Landlord, in Landlord's sole discretion, deems fit or reasonable.

26. ABANDONMENT. If Tenant abandons the Premises, Tenant will be in default of this Lease. "Abandon" shall mean Tenant is absent from the Premises for Fourteen (14) consecutive days.

27. HOLDOVER. If Tenant fails to vacate the Premises on or before the Termination Date of this Lease or at the end of any Extension Term or on the effective date of any termination allowed hereunder, Tenant will pay rent for the holdover period and **INDEMNIFY** Landlord and/or Landlord's prospective tenants for damages, which shall include but not be limited to lost rents, lodging expenses, and attorney's fees, incurred by them due to Tenant's holdover. In the event of a holdover, Landlord, at Landlord's sole discretion and option, may extend this Lease up to one month by notifying Tenant in writing of its election to extend this Lease one additional month. Rent for any holdover period will be Two (2) times the monthly rent calculated on a daily basis and will be immediately due and payable daily without further notice or demand to Tenant.

28. DEFAULT BY TENANT. Tenant hereby acknowledges and agrees that if Tenant fails to comply with any provision of this Lease, such failure shall be deemed to be a material breach of this Lease. Furthermore, if Tenant fails to comply with any provision of this Lease, other than the covenant to pay rent, or with any present rules and regulations or any that may be hereafter prescribed by Landlord, or if Tenant fails to comply with any duties imposed on Tenant by law, Landlord may immediately terminate the Lease and/or avail itself of any remedies that are available at law or in equity. If Landlord decides that Tenant should be allowed the opportunity to correct the noncompliance, Landlord may deliver a written notice specifying the noncompliance and allowing Seven (7) days within which it may be corrected. If compliance is not made, Landlord may then terminate the Lease and/or avail itself of any remedies that are available at law or in equity.

If Tenant fails to pay rent when due, and the default continues for Three (3) days after delivery of written demand by Landlord for payment of the rent or possession of the Premises, Landlord may terminate the Lease.

29. DEFAULT BY LANDLORD. In the event of default by Landlord of any covenant, warranty, term or obligation of this Lease, Landlord's failure to cure same or commence a good

faith effort to cure same within Thirty (30) days after written notice thereof by Tenant shall be considered a default and shall entitle Tenant to terminate this Lease. Tenant hereby acknowledges that such right to terminate shall be the sole remedy available in the event Landlord breaches this Lease and fails to cure as set forth in this provision.

30. LANDLORD'S LIEN AND ENFORCEMENT THROUGH SEIZURE. TENANT GRANTS LANDLORD A LIEN FOR UNPAID RENT THAT IS DUE, COVERING ALL NONEXEMPT PROPERTY OF TENANT THAT IS IN THE RESIDENCE. LANDLORD SHALL HAVE THE RIGHT TO SEIZE TENANT'S NONEXEMPT PERSONAL PROPERTY TO SECURE THE PAYMENT OF SUMS DUE UNDER THIS LEASE, IN THE MANNER PROVIDED BY LAW, AND IF LANDLORD SEIZES ANY SUCH PROPERTY, LANDLORD SHALL GIVE NOTICE TO TENANT, AND TENANT MAY OBTAIN THE RETURN OF THE PROPERTY, ALL AS PROVIDED IN SECTION 54.044 OF THE TEXAS PROPERTY CODE. LANDLORD IS ENTITLED TO COLLECT A CHARGE FOR PACKING, REMOVING AND STORING PROPERTY SO SEIZED, AND IF THE PROPERTY IS SOLD, LANDLORD MAY ALSO COLLECT A CHARGE FOR THE COSTS OF SELLING THE PROPERTY.

IF TENANT HAS NOT PAID ALL DELINQUENT RENT WITHIN SEVEN (7) DAYS OF RECEIVING THE NOTICE REQUIRED UNDER SECTION 54.044 OF THE TEXAS PROPERTY CODE, LANDLORD MAY GIVE TENANT NOTICE OF INTENT TO SELL THE PROPERTY IN THE MANNER PROVIDED IN TEXAS PROPERTY CODE SECTION 54.045, AND IF TENANT FAILS TO REDEEM THE PROPERTY PRIOR TO THE DATE AND TIME OF SALE BY PAYING ALL DELINQUENT RENTS, REASONABLE PACKING, MOVING, STORAGE AND SALE COSTS, LANDLORD MAY PROCEED TO SELL THE PROPERTY SO SEIZED, AND ACCOUNT FOR THE SALES PROCEEDS AS REQUIRED BY LAW. ANY PROCEEDS OF THE SALE REMAINING AFTER DEDUCTION OF LAWFUL COSTS AND OFFSETS ENUMERATED ABOVE SHALL BE RETURNED TO TENANT.

31. Tenant designates the following as the person to contact pursuant to Texas Property Code, Section 92.014 (a), in the event of Tenant's death, concerning the Premises:

Name of Designee	Kirk Visser, Jr.
Address of Designee	129 Abasolo Court Dripping Springs, TX 78620
Telephone number of designee	(254) 744-7744

and in the event of Tenant's death, Landlord is further authorized to:

- a. grant Tenant's designee access to the Premises at a reasonable time and in the presence of Landlord or Landlord's agent;
- b. allows Tenant's designee to remove any of Tenant's property found at the Premises; and
- c. refund Tenant's security deposit, less lawful deductions, to the designee.

32. REPRESENTATIONS. Tenant's statements and representations in this Lease are material

representations relied upon by Landlord. If Tenant makes any misrepresentation in this Lease, Tenant shall be in default and breach of this Lease. Each party hereto states that he or she is of legal age to enter into this Lease. This provision shall survive termination of the Lease.

33. TENANTS' JOINT AND SEVERAL LIABILITY. All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this Lease or any extension of this Lease, or its termination shall be binding on all Tenants executing this Lease.

34. RECOVERY OF COSTS. In any action taken to enforce or interpret this Lease, the prevailing party will be entitled to recover all costs and expenses, including court costs and reasonable attorneys' fees.

35. ELECTION BY LANDLORD NOT EXCLUSIVE. The exercise by Landlord of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Landlord by this Lease agreement or by statute or law. The failure of Landlord in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Landlord shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Landlord of rent or any other payment or part of payment required to be made by the Tenant shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Landlord of any of the provisions of this Lease, or any of Landlord's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Landlord in writing.

36. VENUE AND GOVERNING LAW. Each party to this Lease hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Lease shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Lease is governed by the laws of the United States, this Lease shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

37. RELATIONSHIP OF THE PARTIES. In the performance of this Lease, each party shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. Neither party shall be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Tenant shall not be provided any form of compensation or any benefits that are provided to employees of Landlord, including, but not limited to health insurance, workers compensation insurance or any other remuneration that is provided to employees of Landlord.

38. SEVERABILITY AND INTERPRETATION CONSISTENT WITH LAW. This Lease is intended to comply with all applicable Texas statutes relative to rental agreements. If any provision of this lease is deemed by a court of competent jurisdiction to violate a Texas statute, the violation is inadvertent. If a provision is found to be so violative, the provision shall be considered void and

severed from the lease and the balance of the Lease shall remain in full force and effect. Nothing contained in this Lease shall be construed as exculpating the Landlord from liability for the Landlord's failure to perform or Landlord's negligent performance of a duty imposed by law. Also, nothing contained in this Lease shall be construed as releasing either party from a duty to mitigate or minimize the damages to the other party.

39. LANDLORD'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. Dale Butler, Director of Facilities for Williamson County (or his successor, as designated by Landlord), shall serve as the Landlord's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the Tenant.

Landlord's lease administrator and property manager contact information is as follows:

Dale Butler (or successor)  
Williamson County Facilities Director  
3101 S. E. Inner Loop  
Georgetown, Texas 78626  
Phone: (512) 943-1609  
Fax: (512) 930-3313  
Email: [facilities@wilco.org](mailto:facilities@wilco.org)

For all requests for services or repairs which Landlord is obligated to provided and perform under this Lease, Tenant shall contact:

Williamson County Facilities  
3101 S. E. Inner Loop  
Georgetown, Texas 78626  
Daytime Phone: (512) 943-1599  
After Hours Phone: (512) 943-1389 or  
(512) 943-1390  
Fax: (512) 930-3313  
Email: [facilities@wilco.org](mailto:facilities@wilco.org)

40. NOTICES. Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

Landlord's Address: Dale Butler (or successor)  
Williamson County Facilities Director  
3101 S. E. Inner Loop  
Georgetown, Texas 78626  
Phone: (512) 943-1609  
Fax: (512) 930-3313  
Email: [facilities@wilco.org](mailto:facilities@wilco.org)

Tenant's Address: 1401 CR 137  
Hutto, TX 78634

41. **REPORTS OF ACCIDENTS.** Within Twenty Four (24) hours after Tenant becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any person in, on or around the Premises, whether or not it results from or involves any action or failure to act by the Tenant, the Tenant shall send a written report of such accident or other event to the Landlord, setting forth a full and concise statement of the facts pertaining thereto. The Tenant shall also immediately send the Landlord a copy of any summons, subpoena, notice, or other documents served upon the Tenant or received by it in connection with any matter before any court arising in relation to any injury to the person or property of any person in, on or around the Premises.
42. **TIME OF ESSENCE.** Time is expressly declared to be of the essence in this Lease.
43. **BINDING OF HEIRS AND ASSIGNS.** All provisions of this Lease shall extend to and bind not only the parties to this Lease, but to each and every one of the heirs, executors, representatives, successors and assigns of Landlord and Tenant.
44. **NO THIRD-PARTY BENEFICIARIES.** This Lease is for the sole and exclusive benefit of the Tenant and Landlord, and nothing in this Lease, express or implied, is intended to confer or shall be construed as conferring upon any other person or entity any rights, remedies or any other type or types of benefits.
45. **NO WAIVER OF IMMUNITIES.** Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Landlord, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Landlord does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
46. **FORCE MAJEURE.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Lease. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.
47. **PRO-RATA PROPORTIONS.** If this Lease should commence on a date other than the First (1<sup>st</sup>) day of a calendar year or terminate on a date other than the last day of the then current



term of the Lease, percentage rental for such fractional part of the then current term of the Lease following the commencement date or preceding the termination date, as the case may be, shall be paid after deducting from the percentage rental all payments of minimum guaranteed rental for the fractional period, the percentage rental to be paid in monthly installments as provided in this Lease with respect to full term of the Lease.

48. EXECUTION IN COUNTERPARTS. This Lease may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

49. BINDING EFFECT. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Landlord and Tenant relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Landlord or Tenant unless in writing and signed by them and made a part of this Lease by direct reference.

Signed, sealed and delivered this \_\_\_\_\_, 2022.

**LANDLORD:**

WILLIAMSON COUNTY, TEXAS

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

Bill Gravell, Jr.,  
Williamson County Judge

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

**TENANT:**

Stephen T. Walker  
Stephen T. Walker (May 23, 2022 12:52 CDT)

Stephen T. Walker

Date: May 23, 2022

Candice M Walker

Candice M Walker (May 23, 2022 12:57 CDT)

Candice M. Walker (f/k/a/) Candice M. Visser

Date: May 23, 2022

### IMPORTANT LEGAL NOTICES

Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence or a military deployment or transfer.

If Tenant gives Landlord notice according to Tex. Prop. Code Ann. § 92.056 regarding a condition that materially affects the physical health or safety of an ordinary tenant, and Landlord fails to repair the condition within a reasonable time, Tenant is entitled to the following remedies:

- (1) Terminate the lease;
- (2) Have the condition repaired or remedied;
- (3) Deduct from Tenant's rent, without necessity of judicial action, the cost of the repair or remedy; and
- (4) Obtain judicial remedies according to Tex. Prop. Code Ann. § 92.0563.

Note that if Tenant chooses to terminate the lease, the following applies:

- (1) Tenant is entitled to a pro rata refund of the rent from the later of the following: (a) date of termination of the lease; (b) date Tenant moves out;
- (2) Tenant is entitled to deduct security deposit from his or her rent without the necessity of a lawsuit or to obtain a refund of the security deposit according to law; and
- (3) Tenant is not entitled to repair and deduction remedies under Tex. Prop. Code Ann. § 92.0561 of the Property Code or judicial remedies under Tex. Prop. Code Ann. § 92.0563(a)(1), (2).



**Commissioners Court - Regular Session**

**44.**

**Meeting Date:** 05/31/2022

Development Agreement

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a development agreement with LSBDD Round Rock 118, LLC for a proposed affordable multifamily development project at 1425 CR 118

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Development Agreement

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/26/2022

**Reviewed By**

Becky Pruitt

**Date**

05/26/2022 10:54 AM

Started On: 05/25/2022 03:25 PM

## **DEVELOPMENT AGREEMENT**

This Development Agreement (“the Agreement”) is made by and between WILLIAMSON COUNTY, TEXAS, (the “County”) and LSB D ROUND ROCK 118, LLC, a Minnesota limited liability company (the “Developer”) on this \_\_\_\_ day of \_\_\_\_\_, 2022.

### **RECITALS**

**WHEREAS**, Developer is proposing to build an affordable multifamily development (the “Project”) at 1425 CR 118, located within the County and in the exterritorial jurisdiction (“ETJ”) of Round Rock, Texas (“City”), as shown in Exhibit “A” (Property”), attached hereto; and

**WHEREAS**, the Developer proposes to apply for financing for the Project, specifically Low Income Housing Tax Credits (“Tax Credits”) from the Texas Department of Housing and Community Affairs (“TDHCA”); and

**WHEREAS**, the Developer has, pursuant to Section 2306.67071 of the Texas Government Code, provided notice to the City of its intent to file for Tax Credits with TDHCA; and

**WHEREAS**, pursuant to Section 2306.67071, after due consideration of the information provided by the Developer, the County must decide whether to accept or object to the Developers application for Tax Credits to the TDHCA.

**NOW THEREFORE**, the parties hereto agree as follows:

### **ARTICLE I**

1. Recitals. The County hereby finds that the Recitals stated above are true and correct.

2. No Objections. Subject to the conditions stated herein, the County hereby approves Developer's application for Tax Credits with the TDHCA.
3. Developer's Obligations. The Developer, in consideration of the County's approvals as stated herein, agrees to the following:
  - a. The Developer will provide the County with a site plan and building elevations prior to construction.
  - b. The Developer shall consolidate three (3) existing driveways accessing CR 118 to a single driveway along the north-south portion of CR 118. This driveway shall be located opposite the existing driveway on the west side of CR 118 across from the Property. An additional gated emergency access driveway will be allowed near the southeast corner of the Property at a location mutually acceptable to the Parties.
  - c. The Developer will dedicate in fee simple by plat or other method acceptable to the County up to eighty feet (80') of right-of-way within the Property along the entire north-south portion of CR 118.
  - d. The Developer will provide a twenty-five foot (25') building setback within the Property from the edge of the new right-of-way along the north-south portion of CR 118.
  - e. The Developer will provide a fifty foot (50') building setback from the edge of the existing right-of-way along the east-west portion of CR 118.
  - f. The Developer will provide a fifty foot (50') flare (cut-backs) measured from the proposed new right-of-way building at the southwest corner of the Property, as shown on Exhibit "A".
  - g. The Developer shall not plant new trees within the proposed right-of-way. Any landscaping within the County right-of-way shall only be allowed pursuant to the terms of a separate license agreement entered into with the County.

h. All outdoor signage and lighting shall comply with all applicable City of Round Rock standards.

## ARTICLE II

1. No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership of joint venture among parties. Neither party shall have any authority to act on behalf of the other party under any circumstances.

2. Notice of Bankruptcy. In the event Developer files for bankruptcy, whether involuntarily or voluntary, Developer shall provide written notice to the County within three (3) business days of such event.

3. Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this Agreement

4. Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

**If Intended for the County:**

Williamson County, Texas  
Attention: Bill Gravel  
County Judge

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Georgetown, TX 78626

**If intended for the Developer:**

LSBD Round Rock 118, LLC  
c/o LS Black Development, LLC  
Attention: William Boulay  
Vice President  
1959 Sloan Place, Suite100

Saint Paul, MN 55117


5. Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this agreement. There is no collateral oral or written agreement between parties that in any matter relates to the subject matter of this Agreement.
6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning the Agreement shall be in Williamson County, Texas.
7. Amendment. This Agreement may only be amended by the mutual written agreement of the parties.
8. Severability. In the event one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal invalid or unenforceable a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
9. Assignment. This Agreement may not be assigned without the written consent of the City.
10. Authorized to Bind. The persons who execute their signatures to this Agreement and any certifications related to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.

11. Counterparts. This Agreement may execute in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

DEVELOPER:

LSBD ROUND ROCK 118, LLC

By: 

Its: Vice President

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravel, County Judge

Attest:

\_\_\_\_\_  
Nancy Rister, County Clerk

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on \_\_\_\_\_, 2022,  
by Bill Gravel, County Judge, Williamson County, Texas, on behalf of said county.

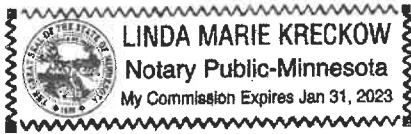
\_\_\_\_\_  
Notary Public, State of Texas  
My Commission expires: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF Minnesota

COUNTY OF Anoka

This instrument was acknowledged before me on 5/25, 2022  
by William Boulay, Vice President of LSB D ROUND ROCK 118, LLC, a Minnesota limited  
liability company, on behalf of said limited liability company.



Linda Kreckow  
Notary Public, State of Minnesota  
My Commission expires: 1/31/23

After recording, return to:

Sheets & Crossfield, PLLC  
309 East Main Street  
Round Rock, Texas 78664



**Commissioners Court - Regular Session**

45.

**Meeting Date:** 05/31/2022

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 332
- 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 Bud Stockton Extension.
- g) Discuss the acquisition of real property for CR 305/307.
- 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 right-of-way for Hero Way.
- 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 right of way for Corridor E.
- v) Discuss acquisition of right of way for County Road 245.
- w) Discuss acquisition of right of way for CR 401/404.
- x) Discuss acquisition of right of way for Liberty Hill Bypass.

**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
- g) Discuss the sale of 106 Dana Drive, Hutto, Texas
- h) Discuss the sale of property located adjacent to the existing Williamson County EMS Bay/SO and MOT building at 1801 E. Settlers Boulevard, Round Rock, Texas

- 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
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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/26/2022

**Reviewed By**

Becky Pruitt

**Date**

05/26/2022 10:58 AM

Started On: 05/25/2022 03:31 PM

**Commissioners Court - Regular Session**

46.

**Meeting Date:** 05/31/2022

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

- a) Project Red Hot Chili Pepper
- b) Project Flex Power
- c) Project Pearson Ranch
- d) Project Fittipaldi
- e) Project Venture
- f) Project 007
- g) Project Acropolis
- h) Project Crystal Lagoon
- i) Project Phantom
- j) Project World

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

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