# NOTICE TO THE PUBLIC WILLIAMSON COUNTY COMMISSIONERS COURT November 1, 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 3-18 )

- 3. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Tx. Local Gov't Code 263.152, for the period of 10/01/2022 through 10/31/2022.
- **4.** Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes, bilingual pay stipends and any corresponding line item transfers.
- **5.** Discuss, consider and take appropriate action on the appointment of Ryan Reeves to fill the vacant Deputy position with Constable Pct. 1.
- 6. Discuss, consider, and take appropriate action on approving the agreement between Williamson County and TransUnion Risk and Alternative Data Solutions, Inc. (TRADS) for TLOxp, a customized search and locate tool for law enforcement agents, in the amount of \$300.00 per month for twenty-four (24) months, and authorizing the execution of the agreement.
- 7. Discuss, consider, and take appropriate action on approving the agreement between Williamson County and TransUnion Risk and Alternative Data Solutions, Inc. (TRADS) for TLOxp, a customized search and locate tool for law enforcement agents in the amount of \$300.00 per month for twelve (12) months, and authorizing the execution of the agreement.
- **8.** Discuss, consider, and take appropriate action on approving the FY2023 Indigent Defense Formula Grant Application Resolution.
- 9. Discuss, consider, and take appropriate action on approving master service agreement #202319 between Williamson County and AutoMon, LLC for AIMS-Specialty Court Subscription, Implementation, and Training in the amount of \$6,500.00 and authorizing the execution of the agreement.

- **10.** Discuss, consider and take appropriate action on approving the Annual Maintenance Agreement for Immix Technology, Inc. for workforce timekeeping software in the amount of \$86,685.99, pursuant to DIR contract #DIR-TSO-4315.
- 11. Discuss, consider and take appropriate action on a supplemental agreement #202340 previously approved September 20, 2022 under Agenda Item #26 and enter same into the minutes. Agreement is for software and support services renewal between Codex Corporation d/b/a Guardian RFID and Williamson County via BuyBoard Contract #669-22 to support jail operations of the Sheriff's Department.
- Discuss, consider and take appropriate action on accepting a report from Vaughn Construction, Change Order No. 1 for the Williamson County Justice Center Renovations (P595). This is a zero dollar change order to add 90 calendar days for a new substantial completion date of January 5, 2023. Funding Source is P595.
- 13. Discuss, consider and take appropriate action on approving the extension of Crushed Granite Contract #T2164, renewal option period 2, for the same terms and conditions as the existing contract, per attached spreadsheet, with Statewide Materials Transport Ltd, for the 12-month term of 12/22/22 12/21/23.
- 14. Discuss, consider and take appropriate action on authorizing the extension of Rubber Asphalt Crack Sealer Contract #22IFB31, renewal option period 1, for the same terms and conditions as the existing contract, but with a price increase of 19% from \$15.29 to \$18.30 per box, per attached documentation and spreadsheet, with Crafco, Inc., for the 12-month term of 12/06/2022 12/05/2023.
- 15. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of \$50,000.00 to expire on December 31, 2024 under Williamson County Contract for Engineering Services between Alliance Transportation Group and Williamson County dated June 14, 2022 for On Call Design Engineering Services for Small Drainage and Small Roadway Projects. Funding source: 01.0200.0210.004100.
- Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 7 under Williamson County Contract between Alliance Transportation Group and Williamson County dated March 6, 2018 for Engineering Design Services for Drainage Improvements in Chandler Creek Subdivision Sections 6A, 6B and 6C. This supplemental is to extend the expiration date to October 31, 2022. Funding source: P488.
- **17.** Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Reconstruction of CR 245, under IFB #23IFB12. Funding source is P353.
- **18.** Discuss, consider and take appropriate action on approval of the final plat for the Hillside Corner subdivision Precinct 4.

#### **REGULAR AGENDA**

- Discuss, consider and take any necessary action to approve order for interment by cremation of deceased (Jason G. Gait) who passed away in Williamson County, TX where there has been an inquest by the Justice of the Peace Pct. 2 and the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.
- 20. Discuss, consider and take appropriate action on extending a Declaration of a Local State of Disaster for Williamson County, Texas issued by Williamson County Judge Bill Gravell, Jr. on October 25, 2022 in response to the tornado, straight line winds and severe thunderstorms that caused damage to the Jarrell area (Pursuant to §418.108(b) of the Texas Government Code).

- **21.** Discuss, consider and take appropriate action on a resolution for Operation Green Light for Veterans (Lighting courthouse green from November 7th-13th).
- **22.** Discuss, consider, and take appropriate action on a proclamation designating November 2, 2022 as Jessie Daniel Ames Day in Williamson County on the 139th anniversary of her birth.
- **23.** Discuss, consider and take appropriate action on a resolution recognizing Prostate Cancer Awareness month in Williamson County.
- **24.** Discuss, consider and take appropriate action on a resolution declaring November as "Pancreatic Cancer Awareness Month" in Williamson County.
- 25. Discuss, consider and take appropriate action authorizing the submission of a Supplemental Brief on Pending Attorney General's Opinion Request RQ-0481-KP submitted by Senator Bettencourt on October 10, 2022 regarding the authority of a public facility corporation (PFC) sponsored by a municipal management abstract to purchase and acquire property outside the district's boundary.
- **26.** Discuss, consider and take appropriate action on approving the ALS Education Affiliation Agreement between Williamson County and The EMS Training School LLC.
- **27.** Discuss, consider and take appropriate action on an Advance Funding Agreement for the SH 195 project in Williamson County. Funding Source: Road Bonds P358
- 28. Discuss, consider and take appropriate action on a Temporary Construction Workspace Easement with the City of Liberty Hill for property owned by Williamson County and being used to construct the Butler Offsite Wastewater Extension Improvements.
- 29. Discuss, consider and take appropriate action on a First Amended Development Agreement between Williamson County and 600 Westinghouse Investments, LLC regarding the Design and Construction Costs related to the Westinghouse Road Project. Funding Source: Road Bonds P292
- **30.** Discuss, consider and take appropriate action on a Non-Disclosure Agreement a/k/a Electronic CAD File Disclaimer for site development CAD files needed to evaluate a specific tract of land on the Hero Way project and in relation to utility facilities.
- 31. Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with Tomasa Terry Gola, as Independent Executor of the estate of Alex Gola a/k/a Alex Vacle Gola Sr. for 10.32 acres of right of way needed on the SE Loop Segment 2 project (Parcel 34). Funding Source: TANS P588
- **32.** Discuss, consider and take appropriate action on a Right of Entry Agreement with Joseph and Tanya Blanco for surveying needed on the CR 255 Project (Parcel 19). Funding Source: Road & Bridge P546
- **33.** Discuss, consider and take appropriate action on a TXDOT Resolution for the SH 195 project in Williamson County. Funding Source: Road Bonds P358
- **34.** Discuss, consider and take appropriate action on a TXDOT Resolution for the CR 404 project in Williamson County. Funding Source: Road Bonds P390

- **35.** Discuss, consider and take appropriate action on an Advance Funding Agreement for the CR 404 project in Williamson County. Funding Source: Road Bonds P390
- 36. Discuss, consider and take appropriate action on a purchase contract with North Vista Ranch I, a protected series of JHS Custom Homes LLC for 0.136 AC needed as right of way on the CR 255 project. Funding Source: LRTP P547
- 37. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (13.433 acres) required for the construction of SE Loop Segment 2. (WMV Hutto 390 DE, LLC/ Parcel 41) Funding Source: TANS P588

#### **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)."

- 38. 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.
  - I) 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.
- **39.** 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
- i) Project World
- k) Project Mellencamp
- **40.** 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-00049-LY; 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 v. Purdue Pharma, LP, et al.; In the 368th Judicial District Court of Williamson County, Texas, and related lawsuits
- 3. Civil Action No. 1:20-cv-00842-RP; 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-00074-LY; 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-LY; 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-RP; Imani Nembhard v. Williamson County, Texas, 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-00374-RP; Gary Watsky v. Williamson County, Texas, and 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-00480-RP; Gloria Cowin, Individually and on behalf of the Estate of Patrick Dupre v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
- 10. Civil Action No. 1:21-cv-00481-LY; Marquina Gilliam-Hicks v. Sean Feldman, In his individual capacity, and Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
- 11. Civil Action No. 1:21-cv-00615-LY; Bernardo Acosta v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
- 12. Civil Action No. 1:21-cv-00834-RP; Skylar Leal v. Williamson County, Texas and Lorenzo Hernandez Jr.; In the United States District Court for the Western District of Texas, Austin Division
- 13. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
- 14. Cause No. 22-0916-C368; Chris Noel Carlin v. Christopher Davis and Williamson County; In the 368th Judicial District Court of Williamson County, Texas
- 15. 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
- 16. Cause No. D-1-GN-22-002186; Chauncy Williams v. Williamson County Attorney's Office Victim Service's Division: 98th Judicial District Court of Travis County. Texas
- 17. Cause No. 22-0826-C368; Doyle "Dee" Hobbs, Jr., in his official capacity as Williamson County Attorney v. AHFC Pecan Park PSH Non-Profit Corporation, et al.; In the 368th Judicial District Court of Williamson County, Texas
- 18. Civil Action No. 4:22-cv-00576-P; Kyle Strongin, et al. v. Williamson County, et al.; In the United States District Court for the Northern District of Texas
- 19. Cause No. 22-1152-C425; Catherine Johnston v. Bill Gravell, Williamson County Judge, et al.; In the 425th Judicial District Court of Williamson County, Texas
- 20. Cause No. 22-1213-C425; Williamson County, Texas v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425th Judicial District Court of Williamson County, Texas
- 21. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas
- 22. Cause No. 3SC-22-0147; Debora Garcia-Valentin and Ariel Valentin v. Williamson County Animal Shelter; In the Justice Court, Precinct Three, of Williamson County, Texas

#### c. EEOC/TWC matters:

#### d. Claims:

#### e. Other:

- 1. Legal matters pertaining to the Emergency Communications Department.
- 2. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
- 3. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
- 4. Legal matters relating to Application of Bryan I. Klepzig for a new Municipal Solid Waste Registration Compost Facility in Williamson County, Texas; Proposed Registration No. 42045.
- 5. Legal matters pertaining to DM Medical Billings, LLC
- 41. 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).

- **42.** 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).
- 43. Discuss the deployment or specific occasions for implementation of security personnel or devices; or security audits in relation to the Williamson County Justice Center/Williamson County Courthouse (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

- **44.** Discuss and take appropriate action concerning economic development.
- **45.** Discuss and take appropriate action concerning real estate.
- **46.** 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.

#### b. Litigation:

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- 2. Cause No. 19-0850-C368; County of Williamson v. Purdue Pharma, LP, et al.; In the 368th Judicial District Court of Williamson County, Texas, and related lawsuits
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- 6. Civil Action No. 1:21-cv-00275-LY; 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
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- 9. Civil Action No. 1:21-cv-00480-RP; Gloria Cowin, Individually and on behalf of the Estate of Patrick Dupre v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
- 10. Civil Action No. 1:21-cv-00481-LY; Marquina Gilliam-Hicks v. Sean Feldman, In his individual capacity, and Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
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- Hernandez Jr.; In the United States District Court for the Western District of Texas, Austin Division
- 13. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
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- al.; In the United States District Court for the Western District of Texas, Austin Division
- 16. Cause No. D-1-GN-22-002186; Chauncy Williams v. Williamson County Attorney's Office Victim Service's Division; 98th Judicial District Court of Travis County, Texas
- 17. Cause No. 22-0826-C368; Doyle "Dee" Hobbs, Jr., in his official capacity as Williamson County Attorney v. AHFC Pecan Park PSH Non-Profit Corporation, et al.; In the 368th Judicial District Court of Williamson County, Texas
- 18. Civil Action No. 4:22-cv-00576-P; Kyle Strongin, et al. v. Williamson County, et al.; In the United States District Court for the Northern District of Texas
- 19. Cause No. 22-1152-C425; Catherine Johnston v. Bill Gravell, Williamson County Judge, et al.; In the 425th Judicial District Court of Williamson County, Texas
- 20. Cause No. 22-1213-C425; Williamson County, Texas v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425th Judicial District Court of Williamson County, Texas
- 21. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas
- 22. Cause No. 3SC-22-0147; Debora Garcia-Valentin and Ariel Valentin v. Williamson County Animal Shelter; In the Justice Court, Precinct Three, of Williamson County, Texas

#### c. EEOC/TWC matters:

#### d. Claims:

#### e. Other:

- 1. Legal matters pertaining to the Emergency Communications Department.
- 2. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
- 3. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
- 4. Legal matters relating to Application of Bryan I. Klepzig for a new Municipal Solid Waste Registration Compost Facility in Williamson County, Texas; Proposed Registration No. 42045.
- 5. Legal matters pertaining to DM Medical Billings, LLC
- 47. 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.
- **48.** Comments from Commissioners.
- 49. 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.

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 28th day of October 2022 at 3:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Meeting Date:** 11/01/2022

Assets for Auction Monthly Report 11.1.22

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

**Department:** Purchasing **Agenda Category:** Consent

#### Information

3.

#### Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Tx. Local Gov't Code 263.152, for the period of 10/01/2022 through 10/31/2022.

#### **Background**

Please see the attached list for details.

#### **Fiscal Impact**

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

Assets for Auction Monthly Report 11.1.22

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator)

Joy Simonton

10/27/2022 09:14 AM

County Judge Exec Asst.

Becky Pruitt

10/27/2022 09:19 PM

Form Started By: Mary Watson Started On: 10/17/2022 02:13 PM

Final Approval Date: 10/27/2022

"October 2022	Monthly Report	Court Date:	11/1/2022
Williamson County - Assets for Auction		Agenda #:	30352
Item	Serial Number	Quantity	Department
Panasonic CF-54, Wilco #12605	7FTSA36007		1 Constable 1
black office chairs			6 CSCD - State Purchased
Blue fabric rolling office chair			1 Health Dept County Purchased
White projector screen			1 Health Dept County Purchased
Dell Vostro 3550			1 Health Dept County Purchased
Dell Latitude E6520			1 Health Dept County Purchased
Dell Inspiron P55F	3ZHDB82		1 Health Dept County Purchased
Gray manager, rolling office chair, has a stain			1 Parks
Bookcase, missing shelves, falling apart			1 Parks
Dell OptiPlex 7040 Desktop	8MJ9XH2		1 Sheriff's Office
Dell OpyiPlex 7050 Desktop	83PQBM2		1 Sheriff's Office
Panasonic CF-31 Toughbook	See List		7 Sheriff's Office
Panasonic CF-WEB311U Desktop Dock	4ITSB17332		1 Sheriff's Office
Panasonic Desktip Docks FZ VEBG11U	See List		3 Sheriff's Office
Panasonic Desktop Dock CF BEBH21KU	1IKSA01335		1 Sheriff's Office
Dell Dock PRO1X			1 Sheriff's Office
Dell Latitude E6530	B5JY8W1		1 Sheriff's Office
Dell Latitude E6530	JWRY3X1		1 Sheriff's Office

Title:	i:0#.f membership julie.schultz@wilco.org - 29-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Panasonic CF-54, WIIco#12605
1. Manufacturer ID #:	7FTSA36007
1. Oracle Asset #:	190679
1. Condition of Assets:	Unknown
Transferring Dept.:	Constables 1
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept Elected Offic./Dept. Head/AuthStaff Signature:	✓ Patrick Youngren 9/29/2022 5:05 PM
Transferring Dept Elected Offic./Dept. Head/Auth Staff Signature	×
Receiving Depart Elected Offic./Dept. Head/Auth Staff Signature:	×
Purchasing Final Determination	Auction
Court Date:	11/1/2022

Title:	i:0#.f membership ella.castro@wilco.org - 28-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Blue fabric rolling office chair
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	White projector screen
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Vostro 3550
3. Manufacturer ID #:	3LJWJP1
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude E6520
4. Manufacturer ID #:	2MSP2R1
4. Oracle Asset #:	56724
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Inspiron P55F
5. Manufacturer ID #	3ZHDB82
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Ella Castro

Transferring Dept. Contact Ph#:	5126603360
Transferring Dept Elected Offic./Dept. Head/AuthStaff Signature:	✓ Michelle Broddrick 9/28/2022 10:19 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:	11/1/2022

Title:	i:0#.f membership bbonner@wilco.org - 28-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Gray manager, rolling office chair; has a stain on it.
1. Manufacturer ID #:	NA
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Bookcase, missing shelves; falling apart.
2. Manufacturer ID #:	NA
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Non-Working
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Benita Bonner
Transferring Dept. Contact Ph#:	5129431926
Transferring Dept Elected Offic./Dept. Head/AuthStaff Signature:	✓ Benita Bonner 9/28/2022 2:04 PM
Transferring Dept Elected Offic./Dept. Head/Auth Staff Signature	×
Receiving Depart Elected Offic./Dept. Head/Auth Staff Signature:	×
Purchasing Final Determination	Auction
Court Date:	11/1/2022
Asset(s) delivered to warehouse on:	9/29/2022
Delivered to warehouse by:	Joshua Henderson

Title:	i:0#.f membership julie.schultz@wilco.org - 29-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell OptiPlex 7040 Desktop - Wilco #1900
1. Manufacturer ID #:	8MJ9XH2
1. Oracle Asset #:	184699
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell OptiPlex 7050 Desktop - Wilco #n/a
2. Manufacturer ID #:	83PQBM2
2. Oracle Asset #:	204747
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	7
3. Description:	Panasonic CF-31 Toughbook - Wilco #10528, n/a, 10021,13890,2575,10016,n/a
3. Manufacturer ID #:	4DTYA03148, 4DTYA03092, 4GTYA19852, 7AKSA02646,7EKKA15938, 4DTYA02887,4DTYA03045
3. Oracle Asset #:	86323, 86307, 93215,178622, 200732, 86268, 86284
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Panasonic CF-WEB311U Desktop Dock
4. Manufacturer ID #:	4ITSB17332
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 9/29/2022 4:59 PM
Transferring Dept Elected Offic./Dept. Head/Auth Staff Signature	×

Receiving Depart Elected Offic./Dept. Head/Auth Staff Signature:	×
Purchasing Final Determination	Auction
Court Date:	11/1/2022

Title:	i:0#.f membership julie.schultz@wilco.org - 29-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Panasonic Desktop Docks - FZ-VEBG11U
1. Manufacturer ID #:	4DSA15647, 4CDSA18537, 6HDSA18632
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Pansonic Desktop Dock - CF-VEBH21KU
2. Manufacturer ID #:	1IKSA01335
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Dock PRO1X
3. Manufacturer ID #:	n/a
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude E6530 Laptop - #5432
4. Manufacturer ID #:	B5JY8W1
4. Oracle Asset #:	65251
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Dell Latitude E6530 Laptop - #5604
5. Manufacturer ID #	JWRY3X1
5. Oracle Asset #	65805
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Julie Schultz

Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 9/29/2022 4:58 PM
Transferring Dept Elected Offic./Dept. Head/Auth Staff Signature	×
Receiving Depart Elected Offic./Dept. Head/Auth Staff Signature:	×
Purchasing Final Determination	Auction
Court Date:	11/1/2022

**Meeting Date:** 11/01/2022

Compensation Item

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, bilingual pay stipends and any corresponding line item transfers.

#### **Background**

See attached documentation for details.

#### **Fiscal Impact**

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

#### **Attachments**

Merit Report Merit LIT

**Position Changes** 

#### Form Review

#### Inbox

Human Resources (Originator) County Judge Exec Asst. Form Started By: Kayla Marek

Final Approval Date: 10/27/2022

Reviewed By Date

Rebecca Clemons 10/27/2022 11:07 AM Becky Pruitt 10/27/2022 09:23 PM

Started On: 10/27/2022 09:28 AM

4.

							Lump-	Pay	
			Current	Annual		New Annual	sum	Proposal	Effective Date
Department	Position	Emp Num	<b>Annual Salary</b>	Merit Amt	Merit%	Salary	Merit	Reason	of Change
District Attorney	DA Legal Assistant IV.0082.001100.	16071	\$57,750.01	\$1,732.49	3.00	\$59,482.51	_	MERIT	14-Oct-22

				(TO)	(FROM)	
entity	fund	dept	object	dr	cr	
01	0100	0440	001100	1,732.49		
01	0100	0440	001130		1,732.49	
01	0100	0509	001130	1,780.57		PCN 0225 merit not awarded due to HR Promotion Policy
01	0100	0509	001100		1,780.57	
01	0200	0210	001130	1,265.24		PCN 1529 over 7% outside of policy, transfer surplus funds back to 113
01	0200	0210	001100		1,265.24	
01	0200	0210	001130	353.27		PCN 1534 over 7% outside of policy, transfer surplus funds back to 113
01	0200	0210	001100		353.27	
01	0200	0210	001130	237.54		PCN 1997 over 7% outside of policy, transfer surplus funds back to 113
01	0200	0210	001100		237.54	
01	0200	0210	001130	1.27		PCN 1621 over 7% outside of policy, transfer surplus funds back to 113
01	0200	0210	001100		1.27	
01	0100	8008	001130	1,557.12		PCN 0951 merit not awarded due to HR Promotion Policy
01	0100	8008	002010	119.12		
01	0100	8008	002020	244.47		
01	0100	0523	001100		1,557.12	
01	0100	0523	002010		119.12	
01	0100	0523	002020		244.47	
01	0100	0510	001130	504.14		PCN 9977 merit not awarded due to HR Promotion Policy
01	0100	0510	001101		504.14	
01	0100	0510	001130	1,095.83		PCN 1924 merit not awarded due to HR Promotion Policy
01	0100	0510	001100		1,095.83	
01	0100	0400	001101	20.88		PCN 9999 correction for total merit awarded
01	0100	0400	002010	1.60		
01	0100	0400	002020	3.28		
01	0100	8001	001130		20.88	
01	0100	8001	002010		1.60	
01	0100	8001	002020		3.28	

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0495 - County Auditor	1761	13351	N/A	N/A	\$70,128.22	\$64,453.39	\$5,674.83	N/A	Reallocation of position budget to facilitate internal promotion. Surplus salary from PCN 1761 to PCN 2031	11/11/2022
0495 - County Auditor	2031	N/A	N/A	N/A	\$71,466.23	\$77,141.06	N/A	\$5,674.83	Reallocation of position budget to facilitate internal promotion. Surplus salary from PCN 1761 to PCN 2031	11/11/2022
0591 - Wilco Pretrial	1211	14366	N/A	N/A	N/A	N/A	N/A	N/A	Reclass: Title and Grade change only, from Court Services Specialist Lead (B.27) to Court Services Specialist (B.19) to address changing needs of department. No fiscal impact to position budget.	11/11/2022
0523 - IT/Public Safety				N/A	N/A	N/A	N/A	N/A	Reclass: Title and Grade change only, from System Administrator I (B.29) to Analyst I (B.30) to align with duties performed in role. No fiscal impact to position budget.	11/11/2022

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0210 - Unified Road Systems	1517	16102	\$42,501.68	\$42,501.68	\$44,378.35	\$42,610.60	\$1,767.75	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1517 to PCN 2059, 2060, 2061	11/11/2022
0210 - Unified Road Systems	2059	N/A	N/A	N/A	\$50,510.75	\$51,100.00	N/A	\$589.25	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1517 to PCN 2059, 2060, 2061	11/11/2022
0210 - Unified Road Systems	2060	N/A	N/A	N/A	\$50,510.75	\$51,100.00	N/A	\$589.25	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1517 to PCN 2059, 2060, 2061	11/11/2022
0210 - Unified Road Systems	2061	N/A	N/A	N/A	\$50,510.75	\$51,100.00	N/A	\$589.25	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1517 to PCN 2059, 2060, 2061	11/11/2022

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0210 - Unified Road Systems	1657	16097	\$42,501.68	\$42,501.68	\$44,126.14	\$42,501.68	\$1,624.46	N/A	Reallocation of position budget to facilitate internal hire as allowed by policy. Surplus salary from PCNs 1657, 1595, 1570 & 1601 to PCN 2064	11/11/2022
0210 - Unified Road Systems	1595	11668	\$51,611.58	\$51,611.58	\$58,181.28	\$51,611.58	\$6,569.70	N/A	Reallocation of position budget to facilitate internal hire as allowed by policy. Surplus salary from PCNs 1657, 1595, 1570 & 1601 to PCN 2064	11/11/2022
0210 - Unified Road Systems	1570	04361	\$39,879.84	\$39,879.84	\$41,778.35	\$39,879.84	\$1,898.51	N/A	Reallocation of position budget to facilitate internal hire as allowed by policy. Surplus salary from PCNs 1657, 1595, 1570 & 1601 to PCN 2064	11/11/2022
0210 - Unified Road Systems	1601	vacant	N/A	N/A	\$57,929.80	\$55,694.67	\$2,235.13	N/A	Reallocation of position budget to facilitate internal hire as allowed by policy. Surplus salary from PCNs 1657, 1595, 1570 & 1601 to PCN 2064	11/11/2022

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0210 - Unified Road Systems	2064	vacant	N/A	N/A	\$58,582.52	\$70,910.32	N/A	\$12,327.80	Reallocation of position budget to facilitate internal hire as allowed by policy. Surplus salary from PCNs 1657, 1595, 1570 & 1601 to PCN 2064	11/11/2022
0210 - Unified Road Systems	1538	12009	N/A	N/A	N/A	N/A	N/A	N/A	Career Ladder Advancement- Title and Grade Change only: Operator I (B.19) to Operator II (B.21). No fiscal impact to position budget.	11/11/2022
0210 - Unified Road Systems	1548	13568	N/A	N/A	N/A	N/A	N/A	N/A	Career Ladder Advancement- Title and Grade Change only: Operator I (B.19) to Operator II (B.21). No fiscal impact to position budget.	11/11/2022
0210 - Unified Road Systems	1546	05304	N/A	N/A	N/A	N/A	N/A	N/A	Career Ladder Advancement- Title and Grade Change only: Operator II (B.21) to Operator III (B.23). No fiscal impact to position budget.	11/11/2022
0210 - Unified Road Systems	1536	12809	N/A	N/A	N/A	N/A	N/A	N/A	Career Ladder Advancement- Title and Grade Change only: Operator II (B.21) to Operator III (B.23). No fiscal impact to position budget.	11/11/2022

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0210 - Unified Road Systems	1553	11475	N/A	N/A	N/A	N/A	N/A	N/A	Career Ladder Advancement- Title and Grade Change only: Operator III (B.23) to Operator IV (B.25). No fiscal impact to position budget.	11/11/2022
0210 - Unified Road Systems	1494	15437	N/A	N/A	N/A	N/A	N/A	N/A	Career Ladder Advancement- Title and Grade Change only: Engineer Associate I (B.29) to Engineer Associate II (B.30). No fiscal impact to position budget.	11/11/2022
0210 - Unified Road Systems	1590	16100	N/A	N/A	N/A	N/A	N/A	N/A	Career Ladder Advancement- Title and Grade Change only: Engineer Associate I (B.29) to Engineer Associate II (B.30). No fiscal impact to position budget.	11/11/2022
0210 - Unified Road Systems	1608	15988	N/A	N/A	N/A	N/A	N/A	N/A	Career Ladder Advancement- Title and Grade Change only: Engineer Associate I (B.29) to Engineer Associate II (B.30). No fiscal impact to position budget.	11/11/2022

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0661 - On-Site Sewage Facilities	1823	05132	N/A	N/A	N/A	N/A	N/A	N/A	Career Ladder Advancement- Title and Grade Change only: Inspector I (B.23) to Inspector II (B.24). No fiscal impact to position budget.	11/11/2022
440-District Attorney	0074	14384	\$57,081.57	\$48,362.25	\$57,081.57	\$48,362.25	\$8,719.32	N/A	Reallocation of position budget to facilitate internal promotion. Surplus salary from PCN 0074 to PCN 1797.	11/4/2022
440-District Attorney	1797	Vacant	N/A	N/A	\$48,362.25	\$57,081.57	N/A	\$8,719.32	Reallocation of position budget to facilitate internal promotion. Surplus salary from PCN 0074 to PCN 1797.	11/4/2022
440-District Attorney	1790	15348	\$114,066.77	\$114,066.77	\$118,352.32	\$114,066.77	\$4,285.55	N/A	Reallocation of position budget to facilitate internal move. Surplus salary from PCN 1790, 1796, 0060 to PCN 0074.	
440-District Attorney	1796	14183	\$59,353.34	\$59,353.34	\$61,299.42	\$59,353.34	\$1,946.08	N/A	Reallocation of position budget to facilitate internal move. Surplus salary from PCN 1790, 1796, 0060 to PCN 0074.	

Department Number and Name	PCN		Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
440-District Attorney	0060	16264	\$102,325.08	\$102,325.08	\$103,697.14	\$102,325.08	\$1,372.06	N/A	Reallocation of position budget to facilitate internal move. Surplus salary from PCN 1790, 1796, 0060 to PCN 0074.	11/4/2022
440-District Attorney	0074	Vacant	N/A	N/A	\$48,362.25	\$55,965.94	N/A	\$7,603.69	Reallocation of position budget to facilitate internal move. Surplus salary from PCN 1790, 1796, 0060 to PCN 0074.	11/4/2022
560-Law Enforcement	1365	16247	\$61,126.18	N/A	\$85,591.19	\$76,535.57	\$9,055.62	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1365 to PCN 1401.	11/11/2022
560-Law Enforcement	1401	Vacant	N/A	N/A	\$87,007.32	\$96,062.94	N/A	\$9,055.62	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1365 to PCN 1401.	11/11/2022
560-Law Enforcement	1315	Vacant	N/A	N/A	\$70,214.63	\$68,536.42	\$1,678.21	N/A	Reallocation of position budget to facilitate external hire grade step as allowed by policy. Surplus salary from PCN 1315 to PCN 1299.	11/11/2022

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
560-Law Enforcement	1299	Vacant	N/A	N/A	\$83,912.98	\$85,591.19	N/A	\$1,678.21	Reallocation of position budget to facilitate external hire grade step as allowed by policy. Surplus salary from PCN 1315 to PCN 1299.	11/11/2022
540-EMS	0845	16133	\$44,488.82	\$44,488.82	\$ 45,823.50	\$44,488.82	\$1,334.68	N/A	Reallocation of position budget to facilitate shift transfer as allowed by policy. Surplus salary from PCN 0845 & 0882 to PCN 0884.	11/11/2022
540-EMS	0882	16137	\$44,488.82	\$44,488.82	\$ 49,826.86	\$44,558.14	\$5,268.72	N/A	Reallocation of position budget to facilitate shift transfer as allowed by policy. Surplus salary from PCN 0845 & 0882 to PCN 0884.	11/11/2022
540-EMS	0884	Vacant	N/A	N/A	\$61,784.66	\$68,388.06	N/A	\$6,603.40	Reallocation of position budget to facilitate shift transfer as allowed by policy. Surplus salary from PCN 0845 & 0882 to PCN 0884.	11/11/2022

<sup>\*</sup>Amount may vary slightly due to Oracle rounding

**Meeting Date:** 11/01/2022

Constable Precinct 1 Deputy Appointment

Submitted By: Patrick Youngren, Constable Pct. #1

**Department:** Constable Pct. #1

Agenda Category: Consent

#### Information

5.

#### Agenda Item

Discuss, consider and take appropriate action on the appointment of Ryan Reeves to fill the vacant Deputy position with Constable Pct. 1.

#### **Background**

Constable Mickey Chance is appointing Ryan Reeves to fill the vacant Deputy position at Constable Pct. 1. Prior to accepting the position with the Constable's Office, Ryan has been serving as a Deputy with the Williamson County Sheriff's Office. He has also served as a Police Officer for the City of Snyder. He resides in Jarrell with his family. Reeves has successfully completed the necessary background investigation and screening.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

No file(s) attached.

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 10/26/2022 08:20 AM

Form Started By: Patrick Youngren Started On: 10/26/2022 07:32 AM

Final Approval Date: 10/26/2022

**Meeting Date:** 11/01/2022

Approval of Agreement for TLOxp Online from TransUnion Risk and Alternative Data Solutions, Inc. for Constable

6.

Precinct #1

Submitted For: Joy Simonton Submitted By: Misty Brooks, Purchasing

**Department:** Purchasing **Agenda Category:** Consent

#### Information

#### Agenda Item

Discuss, consider, and take appropriate action on approving the agreement between Williamson County and TransUnion Risk and Alternative Data Solutions, Inc. (TRADS) for TLOxp, a customized search and locate tool for law enforcement agents, in the amount of \$300.00 per month for twenty-four (24) months, and authorizing the execution of the agreement.

#### **Background**

Approving this agreement will benefit Williamson County Constable Precinct 1 with the latest, most accurate data to ensure that proper identification is made while using multi-jurisdictional search tools designed for law enforcement. Data can include property, tax, and deed records, checking and debit account management, telephone records and address stability. The cost for this is \$300.00 per month for 500 transactions per month. This service is subscription based for twenty-four (24) months without auto-renewal. Legal and Contract Audit have reviewed this agreement. The line item being charged is 01.0100.0551.004210. The department point of contact is Deputy Chief Patrick Youngren.

#### **Fiscal Impact**

From/To Acct No. Description Amount			
	II From/IO I	 Description	Amount

#### **Attachments**

Constable 1 Agreement Redacted

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator)

Joy Simonton

10/27/2022 07:00 AM

County Judge Exec Asst.

Becky Pruitt

10/27/2022 09:20 PM

Form Started By: Misty Brooks Started On: 10/25/2022 11:53 AM

Final Approval Date: 10/27/2022



#### PRICING SUPPLEMENT

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

- 1. **Effective Date; Term.** The Effective Date of this Supplement is specified in the Pricing Sheet. This Supplement shall commence upon the Effective Date and continue for the period specified in the Pricing Sheet ("Supplement Term"). Upon expiration of the Supplement Term, the Agreement will continue in effect in accordance with the terms therein, absent this Supplement, subject to TRADS's then-current fees and charges for the TRADS Services accessed thereafter. TRADS reserves the right to terminate this Supplement for convenience at any time.
- 2. **Fees and Charges**. Agency agrees to be bound by this Supplement and agrees to pay all fees and charges set forth in the Pricing Sheet during the Supplement Term.
- 3. **Miscellaneous.** In the event of a conflict between the terms of this Pricing Supplement and any prior pricing supplement, agreement or understanding with respect to the TRADS Services identified herein, the terms of this Pricing Supplement shall supersede, control and otherwise replace. In the event any one or more provisions of this Supplement, or the Pricing Sheet, is held to be invalid or unenforceable, the enforceability of any remaining provision(s) shall be unimpaired. All capitalized terms used but not defined in this Supplement will have the same meanings given to them in the Agreement. Except as provided in this Supplement, all other terms the Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of the Agreement and this Supplement, the terms of this Supplement will apply.

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

Non\_Autorenew\_Non Batch LE Flat Rate

Version: 11.15.2021



#### PRICING SHEET to Pricing Supplement

"Agency": Williamson County Constable Pct. 1	"Monthly Fee": \$300.00
Agency ID:	"Number of Monthly Transactions": 500
Agency ID:	The Monthly Fee includes the Number of Monthly Transactions,
TRADS Services: TLOxp® Online - Non-Batch LE Flat Rate.	subject to the Excluded Items and Transactional Overage Pricing. Should Agency not submit the Number of Monthly Transactions,
Effective Date: 10/01/2022	Agency shall not receive a refund of the Monthly Fees paid. Unused
Supplement Term: 24 month(s) without auto-renewal.	Number of Monthly Transactions do not rollover into a subsequent month.
INCLUDED SEARCHES AND REPORTS:	
The Monthly Fee includes all searches and reports currently offered thr	rough the TRADS Services as of the Effective Date, with the exception
of the searches and reports listed below ("Excluded Items"), unless ch	necked, in which case, the checked items are included in the Monthly
Fee.	
Social Media Comprehensive Report	
Social Media Basic Search	
Super Reverse Phone Lookup	
Relationship Report	★ Address Report
□ Real-Time Phone Carrier Search	☑ Phone Report
Real-Time Incarcerations & Arrests Search	
Predictive Attributes Suite	
Household Search	(
The Excluded Items are subject to TRADS' then-current fees and chargest to Agency's data access rights. The fees and charges for Exc	
right to exclude (as Excluded Items) future released searches and/or	
TRANSACTIONAL OVERAGE PRICING:	
Transactions exceeding the Number of Monthly Transactions are sub	oject to overage pricing ("Transactional Overage Pricing") at TRADS'
then-current fees and charges on a per Transaction basis, unless sp	pecified otherwise below and subject to Agency's data access rights.
Transactional Overage Pricing is in addition to the Monthly Fee.	
"Transactions" means any information returned by TRADS in respons	e to a search query (whether in the form of search results or reports).
Agency acknowledges and agrees that Agency's signature on	The second secon
Supplement in its entirety.	
COUNTY TO A DECIMAL OF THE PROPERTY OF THE PRO	
Acknowledged and agreed to by:	
Williamson County Constable Pct. 1	
Agency Name ("Subscriber")	
igonoy riamo ( Gabbonbor )	
Authorized Signature Signature Date	
Type or Print Name of Authorized Signer	

Acct#: SS Rep: BC/imq Non\_Autorenew\_Non Batch LE Flat Rate Version: 11.15.2021

**Meeting Date:** 11/01/2022

Approval of Agreement for TLOxp Online from TransUnion Risk and Alternative Data Solutions, Inc. for Constable

7.

Precinct #3

Submitted For: Joy Simonton Submitted By: Misty Brooks, Purchasing

**Department:** Purchasing **Agenda Category:** Consent

#### Information

#### Agenda Item

Discuss, consider, and take appropriate action on approving the agreement between Williamson County and TransUnion Risk and Alternative Data Solutions, Inc. (TRADS) for TLOxp, a customized search and locate tool for law enforcement agents in the amount of \$300.00 per month for twelve (12) months, and authorizing the execution of the agreement.

#### **Background**

Approving this agreement will benefit Williamson County Constables Precinct #3 with the latest, most accurate data to ensure that proper identification is made while using multi-jurisdictional search tools designed for law enforcement. Data can include property, tax, and deed records, checking and debit account management, telephone records and address stability. The cost for this is \$300.00 per month for 1,000 transactions per month for a twelve (12) month period of time. Base monthly fee does not cover specialty searches, which incur additional fees. Legal and Contract Audit have reviewed this agreement. The line item being charged is 01.0100.0553.004210. Expenditure was approved by the Auditor and IT for FY23. The department point of contact is Deputy Chief Patrick Hurley.

#### **Fiscal Impact**

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

Constable 3 Agreement Redacted

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 10/27/2022 07:35 AM County Judge Exec Asst. Becky Pruitt 10/27/2022 09:20 PM

Form Started By: Misty Brooks Started On: 10/25/2022 02:29 PM

Final Approval Date: 10/27/2022



#### PRICING SUPPLEMENT

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

- 1. **Effective Date; Term.** The Effective Date of this Supplement is specified in the Pricing Sheet. This Supplement shall commence upon the Effective Date and continue for the period specified in the Pricing Sheet ("Supplement Term"). Upon expiration of the Supplement Term, the Agreement will continue in effect in accordance with the terms therein, absent this Supplement, subject to TRADS's then-current fees and charges for the TRADS Services accessed thereafter. TRADS reserves the right to terminate this Supplement for convenience at any time.
- 2. **Fees and Charges**. Agency agrees to be bound by this Supplement and agrees to pay all fees and charges set forth in the Pricing Sheet during the Supplement Term.
- 3. **Miscellaneous.** In the event of a conflict between the terms of this Pricing Supplement and any prior pricing supplement, agreement or understanding with respect to the TRADS Services identified herein, the terms of this Pricing Supplement shall supersede, control and otherwise replace. In the event any one or more provisions of this Supplement, or the Pricing Sheet, is held to be invalid or unenforceable, the enforceability of any remaining provision(s) shall be unimpaired. All capitalized terms used but not defined in this Supplement will have the same meanings given to them in the Agreement. Except as provided in this Supplement, all other terms the Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of the Agreement and this Supplement, the terms of this Supplement will apply.

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

Acct#: \_\_\_\_\_SS Rep: BC, BZ

Non\_Autorenew\_Non Batch LE Flat Rate

Version: 11.15.2021



# **PRICING SHEET** to Pricing Supplement

"Agency": Williamson County Constable PCT 3	"Monthly Fee": \$300.00
Agency ID:	"Number of Monthly Transactions": 1,000
TRADS Services: TLOxp® Online - Non-Batch LE Flat Rate.	The Monthly Fee includes the Number of Monthly Transactions, subject to the Excluded Items and Transactional Overage Pricing.
Effective Date: <u>10/01/2022</u>	Should Agency not submit the Number of Monthly Transactions, Agency shall not receive a refund of the Monthly Fees paid. Unused
Supplement Term: 12 month(s) without auto-renewal.	Number of Monthly Transactions do not rollover into a subsequent month.
INCLUDED SEARCHES AND REPORTS:	
The Monthly Fee includes all searches and reports currently offered thr	rough the TRADS Services as of the Effective Date, with the exception
of the searches and reports listed below ("Excluded Items"), unless ch	
Fee.	
Social Media Comprehensive Report	
Social Media Basic Search	Comprehensive Report – Business
Super Reverse Phone Lookup	☑ Locate/Asset Report
☒ Relationship Report	
Real-Time Phone Carrier Search	☑ Phone Report
Real-Time Incarcerations & Arrests Search	(
Predictive Attributes Suite	
Household Search The Excluded Items are subject to TRADS' then-current fees and chargest to Agency's data access rights. The fees and charges for Excright to exclude (as Excluded Items) future released searches and/or	cluded Items are in addition to the Monthly Fee. TRADS reserves the
TRANSACTIONAL OVERAGE PRICING: Transactions exceeding the Number of Monthly Transactions are subthen-current fees and charges on a per Transaction basis, unless sp. Transactional Overage Pricing is in addition to the Monthly Fee.	
"Transactions" means any information returned by TRADS in respons Agency acknowledges and agrees that Agency's signature on Supplement in its entirety.	The state of the s
Acknowledged and agreed to by:	
Williamson County Constable PCT 3	
Agency Name ("Subscriber")	
Authorized Signature Date	
Type or Print Name of Authorized Signer	

Acct#: \_ SS Rep: BC, BZ

Non\_Autorenew\_Non Batch LE Flat Rate Version: 11.15.2021

CONFIDENTIAL Page 2 of 2

#### **Commissioners Court - Regular Session**

**Meeting Date:** 11/01/2022

FY 2023 Indigent Defense Formula Grant Resolution **Submitted By:** Ronald Morgan, All District Courts

**Department:** All District Courts

Agenda Category: Consent

#### Information

# Agenda Item

Discuss, consider, and take appropriate action on approving the FY2023 Indigent Defense Formula Grant Application Resolution.

# **Background**

Each year, Williamson County applies for grant funding from the Texas Indigent Defense Commission (TIDC) to defray the cost of providing indigent defense in criminal and juvenile cases, which funding is allocated based on a formula devised by TIDC. The resolution before the Court today must be approved for our application to be considered by TIDC.

## **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

**FY23 Grant Resolution** 

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 10/21/2022 12:14 PM

Form Started By: Ronald Morgan Final Approval Date: 10/21/2022 Started On: 10/21/2022 09:46 AM

8.

# **2023** Williamson County Resolution Indigent Defense Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Williamson County Commissioners Court has agreed that in the event of loss or misuse of the funds, Williamson County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted thisday of	, 2022.	
		Bill Gravell
Attest:		County Judge
County Clerk	<u></u>	

#### **Commissioners Court - Regular Session**

**Meeting Date:** 11/01/2022

Approval of Agreement for AIMS-Specialty Court Subscription with AutoMon LLC for County Court at Law #2

Submitted For: Joy Simonton Submitted By: Misty Brooks, Purchasing

**Department:** Purchasing **Agenda Category:** Consent

#### Information

9.

# Agenda Item

Discuss, consider, and take appropriate action on approving master service agreement #202319 between Williamson County and AutoMon, LLC for AIMS-Specialty Court Subscription, Implementation, and Training in the amount of \$6,500.00 and authorizing the execution of the agreement.

## **Background**

This is a one-year Master Service Agreement with AutoMon LLC for the use of their AIMS database. The AIMS database will be used by both the Misdemeanor DWI/Drug Court and the Veterans Treatment Court, County Court at Law #2, Judge Laura Barker. Competitive quotes were obtained for this purchase. Approved by Budget, Audit, Information Services, Legal, and Contract Audit. This expenditure will be charged to Grant 439A/439P Task 5.1. Funding was approved in the FY2023 budget. Erin Lucas is the point of contact.

# **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

Agreement Order Form

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator)

Joy Simonton

10/21/2022 11:29 AM

County Judge Exec Asst.

Becky Pruitt

10/21/2022 12:13 PM

Form Started By: Misty Brooks Started On: 10/03/2022 09:51 AM Final Approval Date: 10/21/2022

# AutoMon, LLC Master Subscription Agreement (Ce Connect Products)

**EFFECTIVE DATE**: This Agreement was last updated on September 7, 2022. It is effective between Williamson County (TX ("Williamson County" or "County") and AutoMon, LLC ("AutoMon") as of the date Williamson County accept this Agreement by signing the Order Form.

THIS MASTER SUBSCRIPTION AGREEMENT ("AGREEMENT") GOVERNS THE COUNTY'S ACQUISITION AND USE OF AUTOMON'S SERVICES.

BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, WILLIAMSON COUNTY (TX) AGREE TO THE TERMS OF THIS AGREEMENT. IF WILLIAMSON COUNTY IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, WILLIAMSON COUNTY REPRESENT THAT THE COUNTY HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "WILLIAMSON COUNTY (TX)" OR "WILLIAMSON COUNTY" OR "COUNTY" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF WILLIAMSON COUNTY (TX) DOES NOT HAVE SUCH AUTHORITY, OR IF WILLIAMSON COUNTY (TX) DO NOT AGREE WITH THESE TERMS AND CONDITIONS, WILLIAMSON COUNTY (TX) MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

Williamson County (TX) may not access the Services if Williamson County (TX) is a direct competitor of AutoMon, except with AutoMon's prior written consent. In addition, Williamson County (TX) may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

#### 1. **DEFINITIONS**

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"AutoMon Technology" means all of AutoMon's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, APIs, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Williamson County (TX) by AutoMon in providing the Services;

"Content" means the audio and visual information, documents, software, products and services contained or made available to Williamson County (TX) in the course of using the Services; "Content" exclude Non-AutoMon Applications and Content.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Non-AutoMon Applications and Content" means online and offline software products, services and content that are provided by entities or individuals other than AutoMon and are clearly identified as such, and that interoperate with the Services with AutoMon's written consent.

"Order Form" means the documents for placing orders hereunder, which are entered into between Williamson County (TX) and AutoMon from time to time. Order Form(s) shall be deemed incorporated herein by reference.

"Purchased Services" means Services that Williamson County (TX) purchase under an Order Form and further described on Exhibit B hereto.

"Services" means the products and services offered by AutoMon and made available to Williamson County (TX) via the customer login link at https://www.automonapps.com and/or other web pages designated by AutoMon, as described in the User Guide. "Services" exclude Non-AutoMon Applications and Content.

"User Guide" means the online user guide for the Services, accessible via login at www.ce-connect.com, as updated from time to time.

"Users" means individuals who are authorized by Williamson County (TX) to use the Services, for whom subscriptions to a Services have been ordered, and who have been supplied user identifications and passwords by Williamson County (TX) (or by AutoMon at The County's request). Users include The County's employees, consultants, contractors and agents, provided however, AutoMon's competitors or vendors of complimentary products are not Users and may not access or view the Services without AutoMon's express written consent.

"AutoMon" means AutoMon, LLC and its Affiliates.

"Williamson County" or "County" means the company or other legal entity for which Williamson County (TX) are accepting this Agreement, and Affiliates of that company or entity.

"The County's Data" means all electronic data or information submitted by Williamson County (TX) to the Purchased Services.

#### 2. SERVICES

- **2.1. Provision of Services.** AutoMon shall make the Services available to Williamson County (TX) pursuant to this Agreement and the relevant Order Forms during a subscription term. Williamson County (TX) agree that the County's purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by AutoMon regarding future functionality or features.
- **2.2. User Subscriptions.** Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users as described in the Order Form(s), (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

#### 3. USE OF THE SERVICES

- **3.1. License Grant.** AutoMon hereby grant Williamson County (TX) a non-exclusive, non-transferable, worldwide right to use the Services as described on the relevant Order Form(s), solely for the County's own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Williamson County (TX) are reserved by AutoMon (and AutoMon's licensors, where applicable.)
- **3.2. Restrictions.** Williamson County (TX) shall not and shall not permit third parties, without AutoMon's express written consent, (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or the Content in any way for any reason; (ii) modify or make derivative works based upon the Services, AutoMon Technology or the Content; (iii) create "links" or integrations to the Services, (iv) "frame" or "mirror" any Services or Content or on any other server or wireless or Internet-based device; or (v) reverse engineer or access the Services in order to

(a) build a complimentary or competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Services, or (c) copy any ideas, features, functions or graphics of the Services. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Services.

#### 3.3. Responsibilities of the Parties.

- **3.3.1. AutoMon's Responsibilities**. AutoMon shall: (i) provide AutoMon's basic support for the Services to the County, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for (a) planned downtime of which AutoMon shall give Williamson County (TX) notice, or (b) any unavailability of the Services caused by circumstances beyond AutoMon's reasonable control, and (iii) provide the Services only in accordance with applicable laws and government regulations. The Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. AutoMon is not responsible for any delays, delivery failures, or other damages resulting from such problems.
- **3.3.2. AutoMon's Protection of the County's Data.** AutoMon shall maintain, or cause to be maintained, commercially reasonable and appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of the County's Data stored with AutoMon's hosting vendor. AutoMon shall not (a) modify the County's Data, (b) disclose, provide, rent, or sell the County's Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by the County, or (c) access the County's Data except to provide the Services and prevent or address service or technical problems, or at the County's request in connection with customer support matters.
- **3.3.3. Data Storage**. AutoMon will determine the locations of the data centers in which the County's Data will be stored and accessible by Williamson County (TX) and the County's Users. For federal, state, and local governmental entities, AutoMon will ensure that all the County's Data is stored within the United States including any backup data, replication sites, and disaster recovery sites. AutoMon will not transfer the County's Data to any third parties without The County's express written directive to transfer such Data, and the County's complete waiver and release from all liability which may result from or be connected with the transfer or use of The County's Data by such third party.
- The County's Responsibilities. Williamson County (TX) shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of The County's Data and of the means by which Williamson County (TX) acquired The County's Data, (iii) if applicable to the County, maintain processes, controls and procedures to ensure Williamson County (TX) and The County's Users compliance with the current version of the CJIS Security Policy, HIPAA regulations and similar statutory and regulatory requirements, (iv) prevent unauthorized access to or use of the Services, and notify AutoMon promptly of any such unauthorized access or use of any password or account or any other breach of security, (v) use the Services only in accordance with the User Guide and applicable laws and government regulations, (vi) provide all hardware, systems software and third party software for Services that run on The County's servers, and (vii) provide desktop computers and related software to operate the Services. Williamson County (TX) shall not (a) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks. Williamson County (TX) are responsible for all activities undertaken by the County, or the County's Users which result in unauthorized access to The County's data. Williamson County (TX) are solely responsible for any and all costs, expenses, and third

party claims or losses related to a data breach, data loss, release of The County's Data, damage to The County's Data or similar outcome that results from (1) misuse or unauthorized disclosure of the County's Data by Williamson County (TX) or the County's Users, (2) any unauthorized access to the Services via the County's Users' logons or passwords caused by the negligence of Williamson County (TX) or the County's Users, (3) any loss of or misuse of an electronic device belonging to Williamson County (TX) or the County's Users (e.g. phone, laptop, tablet, computer), (4) an unauthorized disclosure of the County's Data resulting from the County's or the County's Users loss or negligent handling of the County's Data in electronic or paper form, or (5) ransomware, phishing scam or similar malicious activity emanating from Williamson County (TX) or any of the County's Users, or (6) the County's or the County's Users' failure to comply with the provisions of any privacy statutes or regulations that apply to Williamson County (TX) or the County's Data (e.g. CJIS, HIPAA and similar), For clarity, this provision is not an obligation for Williamson County (TX) to indemnity to AutoMon, but rather, is an allocation of risk and responsibility for any resulting costs and expenses associated with the listed actions.

**3.4. Storage Limitations.** If Williamson County (TX) are storing photographic, video or audio materials in the Services that are not directly related to the County's primary business and operations, AutoMon reserve the right to limit the type and amount of such digital information to 10 MB per User unless Williamson County (TX) negotiate an increase to the County's Subscription Fee with AutoMon. There is no limit on the amount of data or documents Williamson County (TX) may store in the Service directly related to the County's business and operations.

#### 4. NON-AUTOMON APPLICATIONS AND CONTENT

- 4.1. Acquisition of Non-AutoMon Applications and Content. AutoMon or third parties may from time to time make available to Williamson County (TX) third-party products or services, including but not limited to Non-AutoMon Applications and Content, training and other consulting services. Any acquisition by Williamson County (TX) of such Non-AutoMon Applications or Content, and any exchange of data between Williamson County (TX) and any Non-AutoMon provider, is solely between Williamson County (TX) and the applicable Non-AutoMon provider of such applications or content. AutoMon does not warrant or support Non-AutoMon Applications or Content, whether or not they are designated by Automon as "certified" or otherwise, except as explicitly specified in an Order Form. Subject to Section 4.2 (Integration with Non-AutoMon Applications and Content), no purchase of Non-AutoMon Applications or Content is required to use the Services except a supported computing device, operating system, compliant web browser and Internet connection.
- 4.2. Integration with Non-AutoMon Applications and Content. The Services may contain features designed to interoperate with Non-AutoMon Applications and Content (e.g., JSORRAT-II, Virginia Pretrial Risk or Static 99 and similar assessment instruments). To use such features, Williamson County (TX) may be required to obtain access to such Non-AutoMon Applications or Content from their providers. If the provider of any such Non-AutoMon Applications or Content ceases to make the Non-AutoMon Applications or Content available for interoperation with the corresponding Service on reasonable terms, AutoMon may cease providing such Service features without entitling Williamson County (TX) to any refund, credit, or other compensation.

#### 5. FEES AND PAYMENT FOR SERVICES

**5.1. Fees.** Williamson County (TX) shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on annual periods that begin on the subscription start date and end

twelve calendar months later. The number of subscriptions purchased may be increased during the relevant annual period and fees payable will be prorated based on the remaining time before the expiration of the then current term.

- 5.2. Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date 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 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 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
- **5.3.** Section Removed (see section 5.2)
- **5.4. Overdue Charges.** If any charges are not received from Williamson County (TX) by the due date, then at AutoMon's discretion, such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, <u>or the maximum rate permitted by law</u>, whichever is lower, from the date such payment was due until the date paid. Notwithstanding the previous sentence, if Williamson County (TX) are a government entity <u>and</u> are prohibited or limited by law from paying interest or penalties for late payment, this section shall not apply to the County.
- 5.5. Suspension of Service and Acceleration. If any amount owing by Williamson County (TX) under this or any other agreement for AutoMon's services is 45 or more days overdue, AutoMon may, without limiting AutoMon's other rights and remedies, accelerate The County's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend AutoMon's services to Williamson County (TX) until such amounts are paid in full. AutoMon will give Williamson County (TX) at least seven (7) days' prior notice that the County's account is overdue, in accordance with Section 12.2 (Manner of Giving Notice), before suspending services to the County.
- **5.6. Payment Disputes.** AutoMon shall not exercise AutoMon's rights under Section 5.3 (Overdue Charges) or 5.4 (Suspension of Service and Acceleration) if Williamson County (TX) are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.
- 5.7. Taxes. Unless otherwise stated on the Order Form, AutoMon's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Williamson County (TX) are responsible for paying all Taxes associated with the County's purchases hereunder. If AutoMon has the legal obligation to pay or collect Taxes for which Williamson County (TX) are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by the County, unless Williamson County (TX) provide AutoMon with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, AutoMon is solely responsible for taxes assessable against AutoMon based on AutoMon's income, property and employees. If in the future, AutoMon is required to collect such taxes from Williamson County (TX) by a governmental entity for any period covered by this Agreement, Williamson County (TX) agree to promptly provide evidence of having paid the applicable Taxes, or remit such taxes to AutoMon to remit to such government entity. The County's failure to comply with this section shall be a material breach of this Agreement, entitle AutoMon to exercise the rights set forth in Sections 5.3 and 5.4, and assess reasonable costs and attorney's fees incurred in connection with AutoMon's effort to collect such Taxes from the County.

#### 6. PROPRIETARY RIGHTS

- **6.1. Reservation of Rights in Services.** AutoMon alone (and AutoMon's licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, to the Services, AutoMon Technology and Content. This Agreement is not a sale and does not convey to Williamson County (TX) any rights of ownership in or related to the Services, Content, AutoMon Technology or the Intellectual Property Rights owned by AutoMon (or AutoMon's licensors, where applicable.) AutoMon's name, AutoMon's logo, and the product names associated with the Services are trademarks of AutoMon, and no right or license is granted to Williamson County (TX) to use them, except in training materials prepared by Williamson County (TX) for the County's internal use.
- **6.2. The County's Data.** Subject to the limited rights granted by Williamson County (TX) hereunder, AutoMon acquire no right, title or interest from Williamson County (TX) under this Agreement in or to the County's Data, including any intellectual property rights therein.
- **6.3. Suggestions.** AutoMon shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by the County, or the County's Users, relating to the operation of the Services, AutoMon Technology and the Content.

#### 7. CONFIDENTIALITY

- 7.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. The County's Confidential Information shall include the County's Data; AutoMon's Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than the County's Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- 7.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.
- 7.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing

Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

#### 8. WARRANTIES AND DISCLAIMERS

- **8.1. AutoMon's Warranties.** AutoMon warrant that (i) AutoMon have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with the current User Guide, (iii) subject to Section 4.2 (Integration with Non-AutoMon Applications and Content), the functionality of the Services will not be materially decreased during a subscription term, and (iv) AutoMon will not transmit Malicious Code to the County, provided it is not a breach of this subpart (iv) if Williamson County (TX) or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, the County's exclusive remedy shall be as provided in Section 11.4 (Termination for Cause).
- **8.2. The County's Warranties.** Williamson County (TX) warrant that Williamson County (TX) have validly entered into this Agreement and have the legal power to do so.
- **8.3. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

#### 9. INDEMNIFICATION

- 9.1. Indemnification by AutoMon. AutoMon shall defend Williamson County (TX) against any claim, demand, suit, or proceeding made or brought against Williamson County (TX) by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against the County"), and shall indemnify Williamson County (TX) for any related damages, attorney fees and costs finally awarded against Williamson County (TX) as a result of, and for amounts paid by Williamson County (TX) under a court-approved settlement of, a Claim Against the County; provided that Williamson County (TX) (a) promptly give AutoMon written notice of the Claim Against the County; (b) give AutoMon sole control of the defense and settlement of the Claim Against the County (provided that AutoMon may not settle any Claim Against the County unless the settlement unconditionally releases Williamson County (TX) of all liability); and (c) provide to AutoMon all reasonable assistance, at AutoMon's expense. In the event of a Claim Against the County, or if AutoMon reasonably believe the Services may infringe or misappropriate, AutoMon may in AutoMon's discretion and at no cost to Williamson County (TX) (i) modify the Services so that they no longer infringe or misappropriate, without breaching AutoMon's warranties under "Our Warranties" above, (ii) obtain a license for the County's continued use of the Services in accordance with this Agreement, or (iii) terminate the County's User subscriptions for such Services upon 30 days' written notice and refund to Williamson County (TX) any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.
- **9.2. Exclusions.** AutoMon will not be liable under Section 9.1 for any claims based on the following: The County's modification of the Services, AutoMon Technology or Content other than as contemplated by this Agreement; Use of the Services in a manner other than as contemplated in this Agreement; Claims arising from the use of old versions of Services after receipt of modified or updated versions; Claims arising from the use of the County's third-party applications or data; and Losses attributable to the County's acts or omissions and of the County's officers, employees or agents.

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

#### 10. LIMITATION OF LIABILITY

- 10.1. Limitation of Liability. TO THE EXTENT AUTHORIZED UNDER TEXAS LAW, NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LESSER OF \$500,000 OR THE AMOUNT PAID BY WILLIAMSON COUNTY (TX) HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT THE COUNTY'S PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT FOR PURCHASED SERVICES)
- 10.2. Exclusion of Consequential and Related Damages. TO THE EXTENT AUTHORIZED UNDER TEXAS LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.
- **10.3. Exceptions**. The limitations and exclusions of this Section 10 shall not be construed to apply to or limit AutoMon's data security obligations under Paragraph 3.3, AutoMon's confidentiality obligations under Paragraph 7.2, or AutoMon's infringement indemnification obligations under Paragraph 9.1

#### 11. TERM AND TERMINATION

- **11.1. Term of Agreement.** This Agreement commences on the date Williamson County (TX) accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated. If Williamson County (TX) elect to use the Services for a free trial period and do not purchase a subscription before the end of that period, this Agreement will terminate at the end of the free trial period.
- 11.2. Term of User Subscriptions, Pricing on Renewal. User subscriptions purchased by Williamson County (TX) commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all User subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 60 days before the end of the relevant subscription term. Pricing increases shall be as set forth in the Order Form(s). If the Order Form does not reflect a renewal price, then the annual increase in subscription fees for any renewal or extension shall be the greater of 5% per annum or the percentage increase shown in the most recently available CPI-All Urban Counties over the most prior twelve months.
- 11.3. Termination for Convenience. If Williamson County (TX) are a government entity, Williamson County (TX) shall have the right to terminate this Agreement in its entirety for the County's convenience at any time by providing AutoMon with written notice. Such termination shall not entitle Williamson County (TX) to a refund of any pre-paid subscription fees or other costs, and Williamson County (TX) must promptly pay any unpaid obligations owed to AutoMon as of the date of The County's written notice of termination (which shall be given in a manner consistent with Section 12.2.)
- **11.4. Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii)

if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

- 11.5. Refund or Payment upon Termination. Upon any termination for cause by the County, AutoMon shall refund Williamson County (TX) any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by AutoMon, Williamson County (TX) shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve Williamson County (TX) of the obligation to pay any fees payable to AutoMon for the period prior to the effective date of termination.
- 11.6. Return of the County's Data. Upon written request by Williamson County (TX) on or before the effective date of the expiration of the County's subscriptions or any termination of the Services, AutoMon will make available to Williamson County (TX) for download a file containing the County's Data in a MS SQL bacpac file. If AutoMon does not receive a timely request to provide Williamson County (TX) with a copy of the County's Data, AutoMon shall have no obligation to maintain the County's Data and shall promptly thereafter, unless legally prohibited, delete all of the County's Data in AutoMon's systems or otherwise in AutoMon's possession or under AutoMon's control.
- 11.7. Surviving Provisions. Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Indemnification), 10 (Limitation of Liability), 11.5 (Refund or Payment upon Termination), 11.6 (Return of The County's Data), 12 (Who Williamson County (TX) Are Contracting With, Notices, Governing Law and Jurisdiction) and 13 (General Provisions) shall survive any termination or expiration of this Agreement.

#### 12. WHO WILLIAMSON COUNTY (TX) ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

- **12.1. General.** Who Williamson County (TX) are contracting with under this Agreement, who the County should direct notices to under this Agreement, what law will apply in any lawsuit arising out of or in connection with this Agreement, and which courts can adjudicate any such lawsuit, depend on where the County is domiciled.
- **12.2. Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to Williamson County (TX) shall be addressed to the relevant billing contact designated by the County. All other notices to Williamson County (TX) shall be addressed to the authorized person designated by the County.
- **12.3. Venue and Governing Law:** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- **12.4. No Waiver of Sovereign Immunity or Powers:** Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of County, the Williamson County Commissioners Court, or the Williamson County Judge.

#### 13. GENERAL PROVISIONS

#### 13.1. Criminal Justice Information Services ("CJIS") Requirements.

In the event Williamson County (TX) are a Criminal Justice Agency subject to CJIS regulations the following representations and responsibilities shall apply: (i) AutoMon acknowledge that each of AutoMon's

employees who will have access to CJIS information has received a copy of the current Federal Bureau of Investigation CJIS Security Policy; (ii) AutoMon will ensure that each of AutoMon's employees who will have access to CJIS information signs a Security Addendum Certification; (iii) AutoMon will return an executed copy of such addendums to the County; (iv) AutoMon have provided proof of CJIS training for such employees to the agency in the County's State authorized to accept this information on the County's behalf and (v) AutoMon will maintain compliance with the CJIS requirements applicable to AutoMon for the duration of the period of time AutoMon is providing Williamson County (TX) Services.

- **13.2. Export Compliance.** The Services, other technology AutoMon makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Williamson County (TX) shall not permit Users to access or use Services in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.
- **13.3. Anti-Corruption.** Williamson County (TX) have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of AutoMon's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Williamson County (TX) learn of any violation of the above restriction, Williamson County (TX) will use reasonable efforts to promptly notify AutoMon's Legal Department.
- **13.4. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- **13.5. No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- **13.6. Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right
- **13.7. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 13.8. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, AutoMon shall refund to Williamson County (TX) any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- **13.9. Executory Clause**. If Williamson County (TX) are a government entity, notwithstanding anything in this Agreement to the contrary, Williamson County (TX) shall have no liability for the Services to AutoMon beyond the funds appropriated and made available for the Services.

- **13.10. Insurance**. AutoMon shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at AutoMon's expense, insurance with stated minimum coverages, and otherwise described on Schedule A, attached to this Agreement.
- 13.11. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in the County's purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.
- **13.12. Texas Law Applicable to Indemnification:** All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights. The right to trial by jury shall not be waived.
- **13.13. Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.
- **13.14. Right to Audit**: AutoMon agrees that County or its duly authorized representative 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 AutoMon which are directly pertinent to the services to be performed under this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. AutoMon agrees that County shall have access during normal working hours to all necessary AutoMon facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provision of this section. County Shall give AutoMon reasonable advance notice of intended audits.

# SCHEDULE A INSURANCE

AutoMon shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the Williamson County (TX) who have been fully informed as to the nature of the Services to be performed. Except for Worker's Compensation and Professional Liability, Williamson County (TX) shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be AutoMon's sole obligation.

Type of Coverage	Limit of Coverage
1. Worker's Comp	Statutory
2. Automobile (Including. Bodily Injury & Property Damage)	\$1,000,000 Aggregate
	\$1,000,000 /Occurrence
3. Comprehensive General Liability	\$2,000,000 Aggregate
	\$1,000,000 /Occurrence
4. Professional Liability, Errors and Omissions, including Cyber Liabili	ty \$5,000,000 Aggregate
	\$5,000,000 /Claim
5. Umbrella Policy	\$5,000,000 Aggregate
	\$5,000,000 /Occurrence

AutoMon will provide Williamson County (TX) with certificates of insurance evidencing AutoMon's compliance with these requirements at the time or prior to execution of the Agreement by the County.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on the County's behalf with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to Williamson County.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- A. Policy retroactive dates coincide with or precede AutoMon's start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);
- B. If the insurance is terminated for any reason and/or for at least three (3) years following final acceptance of the Services, AutoMon will maintain an extended reporting provision and/or similar insurance for the period of performance plus three (3) years from the date of such termination or final acceptance.
- C. Immediate notice shall be given to Williamson County of circumstances or incidents that might give rise to future claims with respect to the Services performed under the Agreement.

# SCHEDULE B DESCRIPTION OF SERVICES

#### **AIMS Hosting**

## Hosting Services (Microsoft Azure Government) & System Administration

AutoMon has partnered with *Microsoft's Azure Government* Cloud Hosting Platform to provide Hosting Services to AutoMon's government agency customers. Azure Government is a government-community cloud designed to support strategic government scenarios that require speed, scale, security, compliance, and economics for U.S. government organizations. In addition, Azure Government is designed to meet the higher-level security and compliance needs for sensitive, dedicated, U.S. Public Sector workloads found in regulations such as United States Federal Risk and Authorization Management Program (FedRAMP), Department of Defense Enterprise Cloud Service Broker (ECSB), Criminal Justice Information Services (CJIS) Security Policy and Health Insurance Portability and Accountability Act (HIPAA).

Azure Government includes the core components of Infrastructure-as-a-Service (IaaS) and Platform-as-a-Service (PaaS). This includes infrastructure, network, storage, data management, identity management, and similar services. The County's Azure Government hosting includes Geo-Synchronous data replication and auto-scaling. Microsoft has been identified as the leader in both IaaS and PaaS by leading industry analysts.

System Administration applicable to Williamson County's Services, to include:

- SQL Server Licensing
- Set-up and Maintain SQL backups with 30-day retention policy
- Set-up and Maintain continuous geo replication to a separate Azure Government Data Center
- TDE encryption enabled
- Apply System Software Patches and Updates (as released by Microsoft)
- Disk cleanup (as needed for performance)
- Re-boot (as needed for performance)
- Monitor (CPU, Memory, and SQL Performance); Resolve Issues
- Install updates (new Releases and Versions, as published)
- Verify Backup existence (Monthly)
- Restore/Verity backup (semi- annually)
- Infrastructure Security Audit and Review (Monthly)

#### **AIMS-Specialty Court**

AIMS blends today's latest technologies with Specialty Court best practices and standards to provide a comprehensive case and data management system for Drug Courts, DUI Courts, Veterans Courts, Mental Health Courts, Family Courts and Tribal Healing to Wellness Courts. A SaaS solution, AIMS automates all aspects of Specialty Court operations from referral, screening, intake, case file management, graduated responses, treatment, drug/alcohol testing, Phase progression, document creating and management, report generation, and data analysis. AIMS is hosted on Microsoft Azure Government.



# **CE CONNECT ORDER FORM**

Order Form No.:	
Customer Name:	Williamson County (TX) C- Misdemeanor DWI/Drug and Veterans Treatment Courts
Project Name:	AIMS-Specialty Court Subscription, Implementation and Training
<b>Customer Contact:</b>	Erin Lucas, erin.lucas@wilco.org, 512.943.1664
AutoMon Contact:	Denton Bosco, dbosco@automon.com, 480.588.4272
Order Form Date:	9/22/2022
Order Form Expiration Date:	10/31/2022

This Order Form incorporates by reference the **Master Subscription Agreement for Ce Connect Products**, a copy of which has been attached. Capitalized terms used herein but not defined in this Order Form have the meanings given to them in the Master Subscription Agreement. Upon completion and execution by the parties, this Order Form shall be considered binding.

# **Purchased Services – Annual Subscription Fees**

Product(s)	Annual Subscription Term/Notes	Line Amount
AIMS-Specialty Court	Annual Product Subscription License(s). Subscription dates (12-month duration), TBD. Limited for exclusive use by Williamson County (TX) – Misdemeanor DWI/Drug and Veterans Treatment Courts  There is no limit on the amount of Users that may use AIMS-Specialty Court directly related to the DWI/Drug and Veterans Treatment Courts' business and operations. Users with System Administration access/permissions will have the ability to create new and deactivate users from within the AIMS system. Custom Roles (containing granular permissions) can also be created by system administrators from within the system and assigned to new or existing users.	\$5,000.00
Purchased Services Sub-Total \$5,000.		

# **AUTOMATIC RENEWAL:**

- ☑ Purchased Services WILL automatically renew for successive one (1) year periods.
- ☐ Purchased Services WILL NOT automatically renew and shall expire at the end of the current term.

# **Additional Costs – Training and Implementation Services**

Item	Line Amount	
Configuration and End-User Training	Tenant set-up and system configuration; Up to 3 hours of web-based end-user training	\$1,500.00
	Additional Costs Sub-Total	\$1,500.00
	Total Purchased Services & Additional Costs	\$6,500.00



#### **PAYMENT TERMS:**

Invoice shall be issued upon Go-live. All invoices are due Net 30 Days. All invoices <u>will contain</u> <u>service/subscription term dates</u> and <u>will not contain taxes</u>. All invoices will be sent to the billing contact provided by Williamson County in the Additional Information section below. Any changes to the billing contact must be communicated to AutoMon. Any incorrect information on the invoice must be communicated to AutoMon immediately upon receipt of the invoice containing errors. If the invoice contains errors, AutoMon will issue a Corrected Invoice immediately upon notification of the errors. Corrected Invoices are due Net 30 Days from the Corrected Invoice date.

## **GENERAL NOTES:**

- The pricing, discounts and inclusions shown in this Order Form are subject to revocation if a signed Order Form is not received by AutoMon before the close of business on the Order Expiration Date set forth above.
- Purchased Services shall automatically renew at the end of the current term.
- Annual Subscription shall include software license, Hosting, updates, upgrades, Maintenance and Support as defined in the Master Subscription Agreement.
- Additional work or services requested, such as customizations, localization tasks or interoperability with third-party systems, shall be billed as Time & Materials (based on current-year hourly rate) and will require a separate Work Order. The Annual Subscription Fee(s) may be subject to a 20% annual services surcharge and will be reflected in the Work Order provided to the Customer.
- Proposed Ce Connect Product(s) and Service(s) is for the exclusive use by Williamson
   County (TX) Misdemeanor DWI/Drug and Veterans Treatment Courts.
- Annual Subscription rates are subject to annual price escalation equal to 3.5% for any renewal or extended term.
- AutoMon Software Maintenance Services, Customer Handbook, Version 6.2, Effective Date: May 29, 2019 is incorporated by reference to this Order Form.

By signing below, I represent that I am validly authorized to enter into this Order Form and related Master Subscription Agreement, and accept their terms and conditions.

<b>Williamson County (TX</b> 405 Martin Luther King Jr St	<b>AutoMon, LLC</b> 3025 Windward Plaza, Suite 200		
Georgetown, TX 78626	Alpharetta, GA 30005		
Customer Phone: (512) 943-1410	Phone: (480) 368-8555		
Ву:	By:  Docusigned by:  Vary L Rannussom  A5E321241B0D44C		
Name (Print):	Darin Rasmussen Name (Print):		
Title:	Executive Vice President		
Date:	Date: 10/13/2022		



# **ADDITIONAL INFORMATION**

# **BILLING CONTACT:** Email: Address: \_\_\_\_ \_\_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_ City: **INSURANCE INFORMATION:** Insurance Certificates to be sent to: Name: Name to appear on Insurance Certificate: Address to Appear on Insurance Certificate: \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_ City: **Required Additional Insured Language:**

Worker's Compensation Insurance Required? ☐ YES ☐ NO



# Required information for SMS Reminders, Notifications, and SMS Text Messaging:

10DLC (10-digit long code) is a formal program designed by U.S. Mobile Phone Carriers that secures and improves business-to-consumer text messaging, also known as A2P (Application-to-Person). 10DLC builds and maintains trust between businesses and consumers by establishing routes and validity for sending messages. All businesses (AutoMon's customers) that send A2P messages on a 10DLC phone number **are required by U.S. mobile carriers** to register with a chosen third-party partner (in our case, with Twilio, which under A2P 10DLC is considered an "independent software vendor," or "ISV"). More simply, A2P 10DLC will reduce the likelihood of messages sent to your clients being flagged as spam.

# What is required for A2P 10DLC registration?

The basic information below <u>must be</u> completed and returned to AutoMon who will manage the registration process with Twilio. The information requested validates the identity of your agency. By completing this one-time process, your agency will be registered for A2P 10DLC capabilities, ensuring successful delivery of text messaging capabilities through Ce Check-In, Ce Pretrial, and AIMS.

Legal Entity Name:
Agency Identification Number (EIN):
Agency Website URL:
Contact #1 Name:
Contact #1 Title:
Contact #1 Email:
Contact #1 Phone:
estitute # 1 1 Hotie.
Contact #2 Name:
Contact #2 Title:
Contact #2 Email:
Contact #2 Phone:

#### **Commissioners Court - Regular Session**

**Meeting Date:** 11/01/2022

Approval of Annual Maintenance Agreement for Timekeeper Software from Immix Technology, Inc. for IT Department

10.

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 Annual Maintenance Agreement for Immix Technology, Inc. for workforce timekeeping software in the amount of \$86,685.99, pursuant to DIR contract #DIR-TSO-4315.

#### **Background**

Approval of this item will support countywide workforce timekeeping through the Immix Technology, Inc. system, that provides access to Kronos. The annual maintenance agreement will cover the period from 11/1/2022-10/31/2023. Quote is attached outlining the different types of maintenance included in the purchase. Several licenses that were purchased in midyear in FY 22 come with a period of performance for one year. Those licenses are noted with services fees beginning in April of 2023 for this agreement period. IT, legal, contract audit, and budget have reviewed this purchase. This expenditure will be charged to FY23 01.0100.0503.004505. Department contact is Alison Gleason.

Fiscal Impact
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From/To	Acct No.	Description	Amount

#### **Attachments**

Quote

# **Form Review**

Inbox Reviewed By Date

Purchasing (Originator)

Joy Simonton

10/27/2022 11:37 AM

County Judge Exec Asst.

Becky Pruitt

10/27/2022 09:21 PM

Form Started By: Erica Smith Started On: 10/26/2022 11:26 AM

Final Approval Date: 10/27/2022



# Sales Quotation

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

Quote Number: Quote Date:

Manufacturer Quote #:

Manufacturer Ref #:

10/18/2022 **Expiration Date:** 11/18/2022

DIR-TSO-4315 Contract No.:

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

Order Address: immixTechnology, Inc.

8444 Westpark Drive, Suite 200

McLean, VA 22102

PH: 703-752-0610 FX: 703-752-0611

mmixTechnology, Inc. Contact: Outsama, Tony

+1 703-712-4998 Tony.Outsama@immixgroup.com

Manufacturer Contact: Figueira, Mary

Mary.Figueira@Kronos.com 978 947 4655

Included at no cost: 1 Workforce Integration Manager V8 to Telestaff

Please reference ImmixTechnology's "QUO" quote number and Government Contract number on any purchase orders issued against this quote.

PLEASE DO NOT MAIL PURCHASE ORDERS VIA US POSTAL SERVICE. Please email purchase order to tony.outsama@immixgroup.com.

PLEASE REFERENCE THE 'NET TERMS' ON THE PURCHASE ORDER.

ltem	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	8800175-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Timekeeper V8 - per employee** TRUSTED PRODUCT **	50	\$6.0900	\$304.50
		Period of Perform	nance: 4/1/20	23 to 10/31/2023.			
2	8800175-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Timekeeper V8 - per employee** TRUSTED PRODUCT **	1900	\$10.4400	\$19,836.00
		Period of Perform	nance: 11/1/2	2022 to 10/31/2023.			
3	8800177-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Employee V8 - per employee** TRUSTED PRODUCT **	1450	\$7.0800	\$10,266.00
		Period of Perform	nance: 11/1/2	2022 to 10/31/2023.			
4	8800178-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Manager V8 - per employee** TRUSTED PRODUCT **	305	\$81.7400	\$24,930.70
		Period of Perform	nance: 11/1/2	2022 to 10/31/2023.			
5	8800178-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Manager V8 - per employee** TRUSTED PRODUCT **	10	\$81.7400	\$817.40
		Period of Perform	nance: 11/1/2	2022 to 10/31/2023.			
6	8800178-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Manager V8 - per employee** TRUSTED PRODUCT **	10	\$80.3600	\$803.60
		Period of Perform	nance: 11/1/2	2022 to 10/31/2023.			
7	8800178-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Manager V8 - per employee** TRUSTED PRODUCT **	10	\$47.9000	\$479.00
		Period of Perform	nance: 3/31/2	023 to 10/31/2023.			



# Sales Quotation

8   8800182-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Leave V8 - per employee** TRUSTED PRODUCT **   9   8800182-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Leave V8 - per employee** TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.   10   8800185-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Integration Manager V8 - per employee** TRUSTED PRODUCT **   Period of Performance: 41/1/2022 to 10/31/2023.   11   8800185-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Integration Manager V8 - per employee** TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.   12   8800185-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Integration Manager V8 - per employee** TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.   13   8800187-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Integration Manager V8 - per employee** TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.   14   8800188-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Mobile Employee V8 - per employee** TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.   10   10   10   10   10   10   10   1	/ Price	Extended Price
9   8800182-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Leave V8 - per employee** TRUSTED PRODUCT**   Period of Performance: 11/1/2022 to 10/31/2023.   10   8800185-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Integration Manager V8 - per employee** TRUSTED PRODUCT**   1850   V8 - per employee** TRUSTED PRODUCT**   1850   18	\$4.7500	\$237.50
Period of Performance: 11/1/2022 to 10/31/2023.   Period of Performance: 11/1/2022 to 10/31/2023.   Period of Performance: 4/1/2022 to 10/31/2023.   Period of Performance: 4/1/2022 to 10/31/2023.   Period of Performance: 11/1/2022 to 10/31/2023.		
10   8800185-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Integration Manager   50   Period of Performance: 4/1/2022 to 10/31/2023.     11   8800185-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Integration Manager   1850   V8 - per employee** TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.     12   8800185-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Integration Manager   50   V8 - per employee** TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.     13   8800187-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Mobile Employee V8 - per employee** TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.     14   8800188-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Mobile Manager V8 - 10   Period of Performance: 11/1/2022 to 10/31/2023.     15   99X9000-018   DIR-TSO-4315   HW MNT   Optional Depot Exchange Maintenance for ALL above   1   Period of Performance: 11/1/2022 to 10/31/2023.     16   99X9000-018   DIR-TSO-4315   HW MNT   Optional Depot Exchange Maintenance for ALL above   4   In Touch** TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.     17   99X2000-001   DIR-TSO-4315   HW MNT   DEPOT Exchange Maintenance for ALL above   3   Period of Performance: 11/1/2022 to 10/31/2023.     18   99X9043-001   DIR-TSO-4315   HW MNT   DEPOT Exchange Maintenance for ALL above   4   Depot Performance: 11/1/2022 to 10/31/2023.   Period of P	0 \$8.1400	\$15,466.00
V8 - per employee** TRUSTED PRODUCT **   Period of Performance: 4/1/2022 to 10/31/2023.   11   8800185-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Integration Manager V8 - per employee** TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.   12   8800185-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Integration Manager V8 - per employee** TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.   13   8800187-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Mobile Employee V8 - per employee** TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.   14   8800188-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Mobile Manager V8 - per employee** TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.   15   98X9000-018   DIR-TSO-4315   HW MNT   Optional Depot Exchange Maintenance for ALL above In Touch** TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.   16   99X9000-018   DIR-TSO-4315   HW MNT   Optional Depot Exchange Maintenance for ALL above In Touch** TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.   17   99X2000-001   DIR-TSO-4315   HW MNT   DEPOT Exchange Maintenance for ALL above In Touch** TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.   17   99X2000-001   DIR-TSO-4315   HW MNT   DEPOT Exchange Maintenance for ALL above In Touch** TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.   18   99X9043-001   DIR-TSO-4315   HW MNT   DEPOT Exchange Maintenance for InTouch H3/H4   5   DEPOT Exchange** TRUSTED PRODUCT **		
11   8800185-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Integration Manager V8 - per employee* TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.   12   8800185-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Integration Manager V8 - per employee* TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.   13   8800187-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Mobile Employee V8 - per employee* TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.   14   8800188-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Mobile Manager V8 - per employee* TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.   15   99X9000-018   DIR-TSO-4315   HW MNT   Optional Depot Exchange Maintenance for ALL above In Touch** TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.   16   99X9000-018   DIR-TSO-4315   HW MNT   Optional Depot Exchange Maintenance for ALL above In Touch** TRUSTED PRODUCT **   Period of Performance: 11/30/2022 to 10/31/2023.   17   99X2000-001   DIR-TSO-4315   HW MNT   Optional Depot Exchange Maintenance for ALL above In Touch** TRUSTED PRODUCT **   Period of Performance: 11/30/2022 to 10/31/2023.   18   99X9000-001   DIR-TSO-4315   HW MNT   DEPOT EXCHANGE 4500 NUMERIC BAR CODE In 10/100 MBIT ETHERNET** TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.   18   99X9043-001   DIR-TSO-4315   HW MNT   Kronos Touch ID Biometric Option for InTouch H3/H4   5   Depot Exchange** TRUSTED PRODUCT **	\$1.3700	\$68.50
V8 - per employee** TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.   S800185-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Integration Manager V8 - per employee** TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.   S800187-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Mobile Employee V8 - per employee** TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.   S800188-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Mobile Manager V8 - per employee** TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.   S90000-018   DIR-TSO-4315   HW MNT   Optional Depot Exchange Maintenance for ALL above In Touch** TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.   S90000-018   DIR-TSO-4315   HW MNT   Optional Depot Exchange Maintenance for ALL above In Touch** TRUSTED PRODUCT **   Period of Performance: 11/30/2022 to 10/31/2023.   S90000-018   DIR-TSO-4315   HW MNT   Optional Depot Exchange Maintenance for ALL above In Touch** TRUSTED PRODUCT **   Period of Performance: 11/30/2022 to 10/31/2023.   S90000-001   DIR-TSO-4315   HW MNT   DEPOT EXCHANGE 4500 NUMERIC BAR CODE 10/100 MBIT ETHERNET** TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.   S90000-001   DIR-TSO-4315   HW MNT   DEPOT EXCHANGE 4500 NUMERIC BAR CODE 10/100 MBIT ETHERNET** TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.   S90000-001   DIR-TSO-4315   HW MNT   DEPOT EXCHANGE 4500 NUMERIC BAR CODE 10/100 MBIT ETHERNET** TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.   S00000-001   DIR-TSO-4315   HW MNT   DEPOT EXCHANGE 4500 NUMERIC BAR CODE 10/100 MBIT ETHERNET** TRUSTED PRODUCT **   Period of Performance: 11/1/2022 to 10/31/2023.   S00000-001   DIR-TSO-4315   HW MNT   DEPOT EXCHANGE 4500 NUMERIC BAR CODE 10/100 MBIT ETHERNET** TRUSTED PRODUCT **		
Period of Performance: 11/1/2022 to 10/31/2023.    13   8800187-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Mobile Employee V8 - 10   Period of Performance: 11/1/2022 to 10/31/2023.    14   8800188-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Mobile Employee V8 - 10   Period of Performance: 11/1/2022 to 10/31/2023.    14   8800188-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Mobile Manager V8 - 10   Period of Performance: 11/1/2022 to 10/31/2023.    15   99X9000-018   DIR-TSO-4315   HW MNT   Optional Depot Exchange Maintenance for ALL above In Touch** TRUSTED PRODUCT ***    Period of Performance: 11/1/2022 to 10/31/2023.    16   99X9000-018   DIR-TSO-4315   HW MNT   Optional Depot Exchange Maintenance for ALL above In Touch** TRUSTED PRODUCT ***    Period of Performance: 11/30/2022 to 10/31/2023.    17   99X2000-001   DIR-TSO-4315   HW MNT   DEPOT EXCHANGE 4500 NUMERIC BAR CODE 10/100 MBIT ETHERNET** TRUSTED PRODUCT ***    Period of Performance: 11/1/2022 to 10/31/2023.    18   99X9043-001   DIR-TSO-4315   HW MNT   Kronos Touch ID Biometric Option for InTouch H3/H4   5   Depot Exchange** TRUSTED PRODUCT ***	0 \$1.0100	\$1,868.50
Period of Performance: 11/1/2022 to 10/31/2023.  13   8800187-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Mobile Employee V8   10   per employee** TRUSTED PRODUCT **  Period of Performance: 11/1/2022 to 10/31/2023.  14   8800188-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Mobile Manager V8   10   per employee** TRUSTED PRODUCT **  Period of Performance: 11/1/2022 to 10/31/2023.  15   99X9000-018   DIR-TSO-4315   HW MNT   Optional Depot Exchange Maintenance for ALL above In Touch** TRUSTED PRODUCT **  Period of Performance: 11/1/2022 to 10/31/2023.  16   99X9000-018   DIR-TSO-4315   HW MNT   Optional Depot Exchange Maintenance for ALL above In Touch** TRUSTED PRODUCT **  Period of Performance: 11/30/2022 to 10/31/2023.  17   99X2000-001   DIR-TSO-4315   HW MNT   DEPOT Exchange Maintenance for ALL above In Touch** TRUSTED PRODUCT **  Period of Performance: 11/30/2022 to 10/31/2023.  18   99X9043-001   DIR-TSO-4315   HW MNT   DEPOT Exchange 4500 NUMERIC BAR CODE 10/10/100 MBIT ETHERNET** TRUSTED PRODUCT **  Period of Performance: 11/1/2022 to 10/31/2023.  18   99X9043-001   DIR-TSO-4315   HW MNT   Kronos Touch ID Biometric Option for InTouch H3/H4   5   Depot Exchange** TRUSTED PRODUCT **		
13   8800187-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Mobile Employee V8 - 10   per employee** TRUSTED PRODUCT **   10   Period of Performance: 11/1/2022 to 10/31/2023.   14   8800188-000GM   DIR-TSO-4315   MNT   Gold Maintenance for Workforce Mobile Manager V8 - 10   per employee** TRUSTED PRODUCT **   10   Period of Performance: 11/1/2022 to 10/31/2023.   15   99X9000-018   DIR-TSO-4315   HW MNT   Optional Depot Exchange Maintenance for ALL above In Touch** TRUSTED PRODUCT **   26   In Touch** TRUSTED PRODUCT **   26   In Touch** TRUSTED PRODUCT **   27   Period of Performance: 11/1/2022 to 10/31/2023.   27   Period of Performance: 11/30/2022 to 10/31/2023.   28   Period of Performance: 11/30/2022 to 10/31/2023.   28   Period of Performance: 11/30/2022 to 10/31/2023.   29   Period of Performance: 11/1/2022 to 10/31/2023.   28   Period of Performance: 11/1/2022 to 10/31/2023.   29   Period of Performance: 11/1/2022 to 10/31/2023.   20   Period of Performance: 11/1/	\$2.2300	\$111.50
Period of Performance: 11/1/2022 to 10/31/2023.		
14 8800188-000GM DIR-TSO-4315 MNT Gold Maintenance for Workforce Mobile Manager V8 - per employee** TRUSTED PRODUCT ***  Period of Performance: 11/1/2022 to 10/31/2023.  15 99X9000-018 DIR-TSO-4315 HW MNT Optional Depot Exchange Maintenance for ALL above In Touch** TRUSTED PRODUCT **  Period of Performance: 11/1/2022 to 10/31/2023.  16 99X9000-018 DIR-TSO-4315 HW MNT Optional Depot Exchange Maintenance for ALL above In Touch** TRUSTED PRODUCT **  Period of Performance: 11/30/2022 to 10/31/2023.  17 99X2000-001 DIR-TSO-4315 HW MNT DEPOT EXCHANGE 4500 NUMERIC BAR CODE 10/100 MBIT ETHERNET** TRUSTED PRODUCT **  Period of Performance: 11/1/2022 to 10/31/2023.  18 99X9043-001 DIR-TSO-4315 HW MNT Kronos Touch ID Biometric Option for InTouch H3/H4 Depot Exchange** TRUSTED PRODUCT **	\$1.4200	\$14.20
Period of Performance: 11/1/2022 to 10/31/2023.  DIR-TSO-4315 HW MNT Optional Depot Exchange Maintenance for ALL above In Touch** TRUSTED PRODUCT **  Period of Performance: 11/1/2022 to 10/31/2023.  DIR-TSO-4315 HW MNT Optional Depot Exchange Maintenance for ALL above In Touch** TRUSTED PRODUCT **  Period of Performance: 11/1/2022 to 10/31/2023.  Period of Performance: 11/30/2022 to 10/31/2023.  DIR-TSO-4315 HW MNT DEPOT EXCHANGE 4500 NUMERIC BAR CODE 10/100 MBIT ETHERNET** TRUSTED PRODUCT **  Period of Performance: 11/1/2022 to 10/31/2023.  Period of Performance: 11/1/2022 to 10/31/2023.	•	
15 99X9000-018 DIR-TSO-4315 HW MNT Optional Depot Exchange Maintenance for ALL above In Touch** TRUSTED PRODUCT **  Period of Performance: 11/1/2022 to 10/31/2023.  16 99X9000-018 DIR-TSO-4315 HW MNT Optional Depot Exchange Maintenance for ALL above In Touch** TRUSTED PRODUCT **  Period of Performance: 11/30/2022 to 10/31/2023.  17 99X2000-001 DIR-TSO-4315 HW MNT DEPOT EXCHANGE 4500 NUMERIC BAR CODE 10/100 MBIT ETHERNET** TRUSTED PRODUCT **  Period of Performance: 11/1/2022 to 10/31/2023.  18 99X9043-001 DIR-TSO-4315 HW MNT Kronos Touch ID Biometric Option for InTouch H3/H4 Depot Exchange** TRUSTED PRODUCT **	\$11.5000	\$115.00
Period of Performance: 11/1/2022 to 10/31/2023.    16   99X9000-018   DIR-TSO-4315   HW MNT   Optional Depot Exchange Maintenance for ALL above In Touch** TRUSTED PRODUCT **    Period of Performance: 11/30/2022 to 10/31/2023.    17   99X2000-001   DIR-TSO-4315   HW MNT   DEPOT EXCHANGE 4500 NUMERIC BAR CODE 10/100 MBIT ETHERNET** TRUSTED PRODUCT **    Period of Performance: 11/1/2022 to 10/31/2023.    18   99X9043-001   DIR-TSO-4315   HW MNT   Kronos Touch ID Biometric Option for InTouch H3/H4 Depot Exchange** TRUSTED PRODUCT **	•	•
Period of Performance: 11/1/2022 to 10/31/2023.    16   99X9000-018   DIR-TSO-4315   HW MNT   Optional Depot Exchange Maintenance for ALL above In Touch** TRUSTED PRODUCT **    Period of Performance: 11/30/2022 to 10/31/2023.   17   99X2000-001   DIR-TSO-4315   HW MNT   DEPOT EXCHANGE 4500 NUMERIC BAR CODE 10/100 MBIT ETHERNET** TRUSTED PRODUCT **    Period of Performance: 11/1/2022 to 10/31/2023.   18   99X9043-001   DIR-TSO-4315   HW MNT   Kronos Touch ID Biometric Option for InTouch H3/H4 Depot Exchange** TRUSTED PRODUCT **	Group Total:	\$75,318.40
16 99X9000-018 DIR-TSO-4315 HW MNT Optional Depot Exchange Maintenance for ALL above In Touch** TRUSTED PRODUCT **  Period of Performance: 11/30/2022 to 10/31/2023.  17 99X2000-001 DIR-TSO-4315 HW MNT DEPOT EXCHANGE 4500 NUMERIC BAR CODE 10/10/100 MBIT ETHERNET** TRUSTED PRODUCT **  Period of Performance: 11/1/2022 to 10/31/2023.  18 99X9043-001 DIR-TSO-4315 HW MNT Kronos Touch ID Biometric Option for InTouch H3/H4 Depot Exchange** TRUSTED PRODUCT **		<del> </del>
Period of Performance: 11/30/2022 to 10/31/2023.  17 99X2000-001 DIR-TSO-4315 HW MNT DEPOT EXCHANGE 4500 NUMERIC BAR CODE 10/100 MBIT ETHERNET** TRUSTED PRODUCT **  Period of Performance: 11/1/2022 to 10/31/2023.  18 99X9043-001 DIR-TSO-4315 HW MNT Kronos Touch ID Biometric Option for InTouch H3/H4 Depot Exchange** TRUSTED PRODUCT **	•	•
17 99X2000-001 DIR-TSO-4315 HW MNT DEPOT EXCHANGE 4500 NUMERIC BAR CODE 10/100 MBIT ETHERNET** TRUSTED PRODUCT **  Period of Performance: 11/1/2022 to 10/31/2023.  18 99X9043-001 DIR-TSO-4315 HW MNT Kronos Touch ID Biometric Option for InTouch H3/H4 Depot Exchange** TRUSTED PRODUCT **	\$218.7600	\$875.04
Period of Performance: 11/1/2022 to 10/31/2023.  18 99X9043-001 DIR-TSO-4315 HW MNT Kronos Touch ID Biometric Option for InTouch H3/H4 Depot Exchange** TRUSTED PRODUCT **	•	
18 99X9043-001 DIR-TSO-4315 HW MNT Kronos Touch ID Biometric Option for InTouch H3/H4 Depot Exchange** TRUSTED PRODUCT **	\$164.8200	\$494.46
Depot Exchange** TRUSTED PRODUCT **	•	
Period of Performance: 11/1/2022 to 10/31/2023.	\$96.5100	\$482.55
	Group Total:	\$7,811.25
19 ED-SUBSCRIPTION   DIR-TSO-4315   TR   KnowledgePass Ed Services Subscription 1501-2500   1 (POP: 11/01/2022 - 10/31/2023)** TRUSTED   PRODUCT **	\$3,556.3400	
	C	<b>0</b> 0 FF0.04
	Group Total: ARE MAINTENANCE	,

SW MAINTENANCE	\$75,318.40		
TRAINING	\$3,556.34		
Grand Total	\$86,685.99		

#### 11/01/22 - 10/31/23

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

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

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

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

# **Commissioners Court - Regular Session**

**Meeting Date:** 11/01/2022

Approval of Supplemental Agreement with Codex Corporation d/b/a Guardian RFID for the Sheriff's Office

Submitted For: Joy Simonton Su

Submitted By: Erica Smith, Purchasing

11.

**Department:** Purchasing **Agenda Category:** Consent

#### Information

# Agenda Item

Discuss, consider and take appropriate action on a supplemental agreement #202340 previously approved September 20, 2022 under Agenda Item #26 and enter same into the minutes. Agreement is for software and support services renewal between Codex Corporation d/b/a Guardian RFID and Williamson County via BuyBoard Contract #669-22 to support jail operations of the Sheriff's Department.

# **Background**

Approval of this item will support the operations of the Williamson County Sheriff's Department. This supplemental agreement contains the County's requested revisions per legal and Contract Audit. The renewal quotes were originally approved by Commissioner's Court on the 9/20/2022 Agenda Item #26. Funding source for the original agenda item is 01.0100.0570.004500. Department contact is Susan Carmack.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

#### Agreement

# Form Review

Inbox Reviewed By Date

Purchasing (Originator)

Joy Simonton

10/27/2022 11:15 AM

County Judge Exec Asst.

Becky Pruitt

10/27/2022 09:21 PM

Form Started By: Erica Smith Started On: 10/26/2022 02:58 PM

Final Approval Date: 10/27/2022



#### **GUARDIAN RFID SYSTEM AGREEMENT RENEWAL**

THIS GUARDIAN RFID SYSTEM AGREEMENT RENEWAL (the "<u>Agreement</u>") is entered into as of August 23, 2022 ("<u>Effective Date</u>") by and between Codex Corporation d/b/a GUARDIAN RFID, a Minnesota corporation ("<u>GUARDIAN RFID</u>"), having its principal place of business at 6900 Wedgwood Rd. N, Suite 325, Maple Grove, MN 55311 and Williamson County Sheriff's Office, a body corporate and politic under the laws of the state of Texas ("<u>Customer</u>"), having its principal place of business at 508 S. Rock Street Georgetown, Texas 78626.

WHEREAS, GUARDIAN RFID provides a system comprised of software, hardware, support services, and a web-based software as a service platform to deliver a wide range of inmate management, monitoring, and tracking solutions (the "GUARDIAN RFID System").

WHEREAS, GUARDIAN RFID and the Customer previously entered into an agreement governing the implementation and use of the GUARDIAN RFID System (the "Prior Agreement").

WHEREAS, the Customer desires to continue using the GUARDIAN RFID System by licensing the software, purchasing the hardware and support services, and obtaining rights to use the web-based software as a service platform pursuant to this Agreement.

NOW THEREFORE, the parties agree as follows:

## 1. **DEFINITIONS**

- (a) "Additional Modules" means modules that offer additional features to the GUARDIAN RFID and which may be purchased by the Customer either at the time of the original implementation of the GUARDIAN RFID System or during the Term of the Agreement. The list of Additional Modules available as of the Effective Date is included in <u>Addendum A</u>; however, new Additional Modules may become available during the Term of the Agreement as GUARDIAN RFID develops new products.
- (b) "Agreement" has the meaning provided in the recitals.
- (c) "Authorized Customer Personnel" means any Customer Personnel who need to use the GUARDIAN RFID System in the performance of their duties or collaboration with the Customer, who have agreed to abide by the terms of this Agreement and who have agreed in writing to be bound by the terms of the Confidentiality provisions of this Agreement in Section 12, either by means of an agreement directly with GUARDIAN RFID or pursuant to an agreement with the Customer which restricts the use of the Confidential or Proprietary Information received as an employee, partner, member, owner, or affiliate of the Customer. In no case will the term "Authorized Customer Personnel" include any competitor of GUARDIAN RFID.
- (d) "<u>Authorized GUARDIAN RFID Personnel</u>" means GUARDIAN RFID Personnel who provide services to the Customer under the terms of this Agreement.
- (e) "Confidential or Proprietary Information" means any information or data disclosed by either GUARDIAN RFID or the Customer to the other party, including, but not limited to, the terms of this Agreement, negotiations and discussions relating to this Agreement, the Prior Agreement, the negotiations and discussions relating to the Prior Agreement, and any of the following which relate directly or indirectly to the Disclosing Party's products, services, or business:



- technology, ideas, concepts, drawings, designs, inventions, discoveries, improvements, patents, patent applications, specifications, trade secrets, prototypes, processes, notes, memoranda, and reports; or
- (ii) visual representations concerning the Disclosing Party's past, present or future research, technology, know-how, and concepts; or
- (iii) computer programs, software code, written documentation, products, information concerning vendors, members, customers, prospective customers, employees and prospective employees, market research, sales and marketing plans, distribution arrangements, financial statements, financial information, financing strategies and opportunities, and business plans.

In addition, the term "Confidential or Proprietary Information" shall include any information disclosed pursuant to any confidentiality or nondisclosure agreement entered by the parties in contemplation of entering the business relationship evidenced by this Agreement or the Prior Agreement.

- (f) "Customer" has the meaning provided in the recitals.
- (g) "Customer Indemnified Claim" has the meaning provided in Section 14(a).
- (h) "Customer Indemnified Parties" has the meaning provided in Section 14(a).
- (i) "Customer Information" means all Confidential or Proprietary Information disclosed by the Customer to GUARDIAN RFID in connection with, in contemplation of entering, or under this Agreement.
- (j) "Customer Personnel" means any officers, employees, partners, members, owners, agents, or affiliates of the Customer (including any third party to whom the Customer has outsourced all or part of its operations).
- (k) "Customer's Third-Party Hardware" means any hardware, equipment, and other tangible items used by the Customer that is not specified to be provided by GUARDIAN RFID under the terms of this Agreement, including, but not limited to, networking equipment (including Wi-Fi), workstations, servers for third-party systems, mobile workstations, and laptops.
- (I) "Customer's Third-Party Software" means any software that is not specified to be provided by GUARDIAN RFID under the terms of this Agreement, including, but not limited to, operating systems, Internet browsers, plug-ins, content-viewing applications, software frameworks for downloaded content, productivity software, and enterprise software (including, but not limited to, jail, records, offender, medication, prescription, and case management systems).
- (m) "Defended by GUARDIAN RFID™ Seal" has the meaning provided in Section 11(n).
- (n) "Disclosing Party" means a party to this Agreement that discloses its Confidential or Proprietary Information to the other party to this Agreement.
- (o) "<u>Documentation</u>" means all documentation and other materials (including manuals, instructions, training materials, specifications, advertising brochures, promotional materials, flow charts, logic diagrams, and other support materials) relating to the operation and functionality of the GUARDIAN RFID Software and GUARDIAN RFID OnDemand.
- (p) "Effective Date" has the meaning provided in the recitals.



- (q) "Extended Term" has the meaning provided in Section 15(a).
- (r) "Force Majeure Event" means an occurrence beyond the reasonable control of the party affected, including acts of governmental authorities, acts of God, material shortages, wars, riots, rebellions, sabotage, fire, explosions, accidents, floods, strikes or lockouts of third parties, widespread illness or pandemics, or electrical, internet, or telecommunication outage that is not caused by the obligated party.
- (s) "GUARDIAN RFID" has the meaning provided in the recitals.
- (t) "GUARDIAN RFID Indemnified Claim" has the meaning provided in Section 14(b).
- (u) "GUARDIAN RFID Indemnified Parties" has the meaning provided in Section 14(b).
- (v) "GUARDIAN RFID Information" means Confidential or Proprietary Information disclosed by GUARDIAN RFID to the Customer in connection with, in contemplation of entering, or under this Agreement, including, but not limited to, all Documentation.
- (w) "GUARDIAN RFID Mobile Device" has the meaning in the guote provided in Addendum A.
- (x) "GUARDIAN RFID Mobile Device Accessories" means the batteries, hand straps and pins, protective bumpers, battery covers, and other similar peripherals for the GUARDIAN RFID Mobile Device, except that the term expressly excludes the GUARDIAN RFID Mobile Device Charging Station.
- (y) "GUARDIAN RFID Mobile Device Charging Station" means the charging cradle and cradle power adapter for the GUARDIAN RFID Mobile Device.
- (z) "GUARDIAN RFID OnDemand" means the web-based software as a service platform provided by GUARDIAN RFID to the Customer that is used by the Customer to access the server database that hosts the information collected by the GUARDIAN RFID System, and is identified as "Platform" under the "Product Family" column of the list of existing GUARDIAN RFID System components being used by the Customer provided in Addendum A.
- (aa) "GUARDIAN RFID Personnel" means any officers, employees, partners, members, owners, agents, or affiliates of GUARDIAN RFID.
- (bb)"GUARDIAN RFID Software" means the computer programs in object code form and any Updates, enhancements, modifications, revisions, additions, replacements, or conversions thereof owned by GUARDIAN RFID, and either identified as "Software" under the "Product Family" column of the list of existing GUARDIAN RFID System components being used by the Customer provided in <a href="Addendum A">Addendum A</a>, installed to enable use of GUARDIAN RFID OnDemand, or subsequently licensed to the Customer. GUARDIAN RFID Software specifically excludes any Third-Party Software and the Customer's Third-Party Software.
- (cc) "GUARDIAN RFID Software Materials" means the GUARDIAN RFID Software, the media containing the GUARDIAN RFID Software and the Documentation.
- (dd)"GUARDIAN RFID System" has the meaning provided in the recitals, and includes the GUARDIAN RFID Software licensed, the GUARDIAN RFID OnDemand platform licensed for access and use, Hardware sold, Third-Party Software used, and services provided by GUARDIAN RFID to the Customer under this Agreement.



- (ee)"<u>Hardware</u>" means all hardware, equipment, and other tangible items supplied to the Customer by GUARDIAN RFID under this Agreement and identified as "Hardware" under the "Product Family" column of the list of existing GUARDIAN RFID System components being used by the Customer provided in Addendum A. Hardware specifically excludes the Customers' Third-Party Hardware.
- (ff) "Initial Term" has the meaning provided in Section 15(a).
- (gg)"Initial Term Fee" means the fee amount listed in Addendum B for use of the GUARDIAN RFID System for the first year after the Effective Date of this Agreement.
- (hh)"Inmate Data" has the meaning provided in Section 8(d).
- (ii) "Notice of Non-Conformity" has the meaning provided in Section 10(a)(ii).
- (jj) "Receiving Party" means the party to this Agreement that receives Confidential or Proprietary Information from the other party to this Agreement.
- (kk) "Receiving Party Personnel" means any employees, partners, members, owners, or affiliates of the Receiving Party.
- (II) "Refresher Training" has the meaning provided in Section 5.
- (mm) "Renewal Fee" means a fee amount listed in Addendum B attributable to renewing the Agreement for an Extended Term.
- (nn)"Service Level Agreement" means the agreement set forth in Addendum C.
- (oo) "System Administrator" means any person authorized by the Customer to serve as the primary point of contact for systems administration between the Customer and GUARDIAN RFID as specified in Section 11(b).
- (pp)"Term" means the period beginning on the Effective Date and ending on the earliest to occur of (i) the expiration of the Initial Term plus any Extended Term pursuant to Sections 15(a) and 15(b), or (ii) a termination of this Agreement pursuant to Sections 15(b), 15(c), or 15(d).
- (qq)"<u>Third-Party Software</u>" means any software to be supplied by GUARDIAN RFID under this Agreement that is purchased or licensed from any source external to GUARDIAN RFID for use with or integration into the GUARDIAN RFID System. Third-Party Software specifically does not include the Customer's Third-Party Software.
- (rr) "<u>Update</u>" means any revision, enhancement, update, correction, security device, limiting device, or other modification of the GUARDIAN RFID Software (other than an Upgrade) that GUARDIAN RFID releases or provides after the Effective Date. Such term specifically excludes Upgrades.
- (ss) "<u>Upgrade</u>" means any commercially released version of the GUARDIAN RFID Software that GUARDIAN RFID releases after the Effective Date which adds new or changed functionalities or features to the GUARDIAN RFID Software or allows the GUARDIAN RFID Software to be compatible with another operating system, and new or enhanced products, modules, components, or applications offered by GUARDIAN RFID subsequent to the Effective Date that have a functionality similar to the GUARDIAN RFID Software.



#### 2. LICENSE OF GUARDIAN RFID SOFTWARE MATERIALS

- (a) License Grant. GUARDIAN RFID hereby grants to the Customer a limited, non-exclusive, terminable, non-transferable license to the GUARDIAN RFID Software Materials, including any Additional Modules selected as indicated in Addendum A and any Updates provided pursuant to Section 6(a), allowing the Customer and its Authorized Customer Personnel to use solely for the Customer's own business purposes as part of the GUARDIAN RFID System during the Term of this Agreement, in the license amounts set forth in the "Quantity" column of the list of existing GUARDIAN RFID System components being used by the Customer provided in Addendum A. The type of license granted—agency or per device—is described in the "Product" column of the list of existing GUARDIAN RFID System components being used by the Customer provided in Addendum A. Agency licenses grant access to an unlimited number of Authorized Customer Personnel. Per device licenses grant one license per corresponding device purchased. The license granted does not grant the Customer the right to use the GUARDIAN RFID Software Materials except as set forth in this Agreement and does not grant to the Customer any ownership, title, or interest in the GUARDIAN RFID Software Materials, other than as specifically set forth in this Agreement. By executing this Agreement, the Customer is retroactively granted a license to any GUARDIAN RFID Software Materials used under the Prior Agreement, with such license considered effective only during the term of such Prior Agreement, subject to the same terms and conditions of the license provided by this Agreement. In no event shall the license granted to any GUARDIAN RFID Software Materials used under the Prior Agreement be deemed to be more expansive than the license granted under this Agreement.
- (b) <u>Copies</u>. The Customer may reproduce as many copies of the Documentation as the Customer reasonably deems appropriate to support its use of the GUARDIAN RFID System. The Customer must reproduce all confidentiality, proprietary, copyright, and similar notices and disclaimers on any copies made pursuant to this Section.
- (c) <u>Restrictions on Usage</u>. The Customer will not decompile, or create by reverse engineering or otherwise, the source codes from the object code for the GUARDIAN RFID Software provided under this Agreement, adapt the GUARDIAN RFID Software in any way, or use it to create a derivative work. GUARDIAN RFID will not be responsible in any way for performance of the GUARDIAN RFID Software if the GUARDIAN RFID has been modified, except as modified by GUARDIAN RFID.

#### 3. USE OF THIRD-PARTY SOFTWARE

- (a) Third-Party Software. Subject to the terms of this Agreement, GUARDIAN RFID will install or otherwise allow the Customer to use the Third-Party Software as part of the GUARDIAN RFID System. The Customer's use of the Third-Party Software is subject to any terms and conditions set forth by the owner of the Third-Party Software. By executing this Agreement, the Customer is retroactively granted permissions to use any Third-Party Software that was part of the GUARDIAN RFID System under the Prior Agreement, with such permitted use considered effective only during the term of such Prior Agreement, subject to the same terms and conditions of the use allowed by this Agreement. In no event shall the permission to use any Third-Party Software that was part of the GUARDIAN RFID System under the Prior Agreement be deemed to be more expansive than the use allowed under this Agreement.
- (b) Restrictions on Usage. The Customer will not decompile, or create by reverse engineering or otherwise, the source codes from the object code for any Third-Party Software provided under this Agreement, adapt the Third-Party Software in any way, or use it to create a derivative work.



#### 4. GUARDIAN RFID ONDEMAND

(a) Grant of Access. GUARDIAN RFID hereby grants to the Customer a limited, non-exclusive, terminable, non-transferable license to access and use GUARDIAN RFID OnDemand, including in connection with any Additional Modules selected as indicated in Addendum A, solely for the Customer's own business purposes as part of the GUARDIAN RFID System during the Term of this Agreement. The license granted does not grant the Customer the right to use GUARDIAN RFID OnDemand except as set forth in this Agreement and does not grant to the Customer any ownership, title, or interest in GUARDIAN RFID OnDemand, other than as specifically set forth in this Agreement, GUARDIAN RFID OnDemand will interact with the Customer's existing jail management system to automatically share inmate demographic and housing assignment data. The Customer is being granted access to GUARDIAN RFID OnDemand for an unlimited number of Authorized Customer Personnel. The System Administrator will be responsible for providing and removing access to GUARDIAN RFID OnDemand for Authorized Customer Personnel. By executing this Agreement, the Customer is retroactively granted a license to access and use GUARDIAN RFID OnDemand under the Prior Agreement, with such license considered effective only during the term of such Prior Agreement, subject to the same terms and conditions of the license provided by this Agreement. In no event shall the license granted to access and use GUARDIAN RFID OnDemand under the Prior Agreement be deemed to be more expansive than the license granted under this Agreement.

## (b) Restrictions on Usage.

- (i) GUARDIAN RFID reserves the right, in its sole discretion, to limit the Customer's and any Authorized Customer Personnel's use of GUARDIAN RFID OnDemand if GUARDIAN RFID determines that the Customer's or any Authorized Customer Personnel's use is inconsistent with this Agreement.
- (ii) The Customer and any Authorized Customer Personnel may not use GUARDIAN RFID OnDemand for any purpose that is unlawful or that is prohibited by the terms of this Agreement. The Customer and any Authorized Customer Personnel may not attempt to gain unauthorized access to any part of GUARDIAN RFID OnDemand, other accounts, computer systems, or networks connected to any part of GUARDIAN RFID OnDemand through hacking, password mining, or any other means, or obtain or attempt to obtain any materials or information through any means not intentionally made available through GUARDIAN RFID OnDemand.
- (iii) The Customer will not (A) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, distribute, or circulate GUARDIAN RFID OnDemand; (B) disassemble, decompile, or reverse engineer the software used to provide GUARDIAN RFID OnDemand, or copy or catalog any materials or information made available through GUARDIAN RFID OnDemand other than as permitted under this Agreement; or (C) take any actions, whether intentional or unintentional, that may circumvent, disable, damage, or impair GUARDIAN RFID OnDemand's control or security systems, or allow or assist a third party to do so.
- (iv) The Customer will not, and will not allow any party other than GUARDIAN RFID to, perform "write" operations directly to or on the GUARDIAN RFID OnDemand server or database, such as by using an open database connectivity driver, without the prior written consent of GUARDIAN RFID.



#### 5. TRAINING

Live online classes to introduce additional Authorized Customer Personnel to the GUARDIAN RFID System or refresh existing Authorized Customer Personnel on best practices in using the GUARDIAN RFID System (the <u>"Refresher Training"</u>) are available at no additional charge. If the Customer wants Refresher Training to be conducted at the Customer's premises, the Customer may purchase onpremises Refresher Training at the then-current list pricing.

#### 6. MAINTENANCE, SUPPORT, AND SERVICE LEVELS

- (a) GUARDIAN RFID Software Updates. GUARDIAN RFID will make available to the Customer all Updates. Those Updates will be provided at no additional charge to the Customer, remain the property of GUARDIAN RFID, and will be licensed to the Customer as part of the GUARDIAN RFID Software under this Agreement. Updates will be provided on an as-available basis and, subject to Section 11(h), will be installed remotely by GUARDIAN RFID at a time chosen by GUARDIAN RFID, provided that GUARDIAN RFID has communicated that time via email or telephone call to an appropriate Customer contact at least twenty-four (24) hours prior to such Update installation date. The obligation of GUARDIAN RFID to provide Updates pursuant to this Section shall not extend to Upgrades, which the Customer may purchase by executing an amendment to this Agreement pursuant to Section 19(b).
- (b) <u>GUARDIAN RFID OnDemand Hosting and Maintenance</u>. GUARDIAN RFID will maintain the servers necessary to host GUARDIAN RFID OnDemand, allow the GUARDIAN RFID Software to interact with GUARDIAN RFID OnDemand, and store data under this Agreement.
- (c) Telephone and Email Support. GUARDIAN RFID will provide telephone and email support, available Monday-Friday during the hours of 8 a.m. to 5 p.m. Central time, excluding federal holidays, for the GUARDIAN RFID Software licensed under this Agreement and GUARDIAN RFID OnDemand and will maintain a support center database to track any reported issues. For weekends and federal holidays, GUARDIAN RFID will provide a contact number in the event of an emergency. Provided that Updates to the GUARDIAN RFID Software have been made available to the Customer, no support will be provided for any earlier version of GUARDIAN RFID Software if more than thirty (30) days have elapsed since GUARDIAN RFID provided the Customer with an end of life notice for that earlier version of the GUARDIAN RFID Software. In addition, the technical support for GUARDIAN RFID OnDemand does not include support for the Customer's jail management system unrelated to GUARDIAN RFID OnDemand, such as any of the Customer's Third-Party Software. The telephone and email support provided under this Section does not include custom programming services or training.
- (d) <u>Service Levels</u>. The expectations for GUARDIAN RFID OnDemand availability, recovery services, and incident response are as set forth in the Service Level Agreement in Addendum C.
- (e) <u>Maintenance and Support Duration</u>. GUARDIAN RFID will provide the maintenance and support described in this Section 6 until this Agreement expires or is terminated.

#### 7. FEES AND PAYMENT TERMS

- (a) Fees. The Customer will pay GUARDIAN RFID the fees in the amounts specified in Addendum B.
- (b) <u>Payment Terms</u>. GUARDIAN RFID will invoice the Customer for amounts due under this Agreement after the occurrence of the applicable events specified in <u>Addendum B</u> and after the occurrence of any other events specified in this Agreement which require a payment from Customer to GUARDIAN RFID. The Customer will pay any invoice received from GUARDIAN RFID within thirty (30) days after the date of that invoice. If the Customer fails to pay an amount

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due within thirty (30) days after the applicable invoice date, the Customer will pay late charges of one and one half percent (1.5%) or the highest amount allowed by law, whichever is lower, per month on such balance, together with all of GUARDIAN RFID's expenses, collection costs, and reasonable attorneys' fees incurred in collecting amounts due under this Agreement.

- (c) Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- (d) <u>Taxes</u>. Unless the Customer and/or the transaction is exempt from the following taxes as a governmental entity, the Customer will pay or reimburse GUARDIAN RFID for sales and use taxes, where applicable, and any other governmental charges levied, imposed, or assessed on the use of the GUARDIAN RFID System or on this Agreement, excluding, however, ordinary personal property taxes assessed against or payable by GUARDIAN RFID, taxes based upon GUARDIAN RFID's net income, and GUARDIAN RFID's corporate franchise taxes. GUARDIAN RFID will furnish to the Customer invoices showing separately itemized amounts due under this Section.
- (e) Additional Purchases. From time to time, additional Hardware (e.g., wristbands, RFID wall readers, GUARDIAN RFID Mobile Devices, GUARDIAN RFID Mobile Device Accessories, etc.) may need to be purchased by the Customer in order to continue using the GUARDIAN RFID System. In addition, the Customer may choose to purchase Additional Modules. The purchases of some Hardware (e.g., GUARDIAN RFID Mobile Devices, etc.) and Additional Modules may require the purchase of additional licenses for GUARDIAN RFID Software and Third-Party Software. In the event of additional purchases of Hardware, Additional Modules, and any corresponding licenses, the Customer shall acquire such additional Hardware, Additional Modules, and licenses directly from GUARDIAN RFID, and GUARDIAN RFID will invoice the Customer for amounts due for such additional Hardware, Additional Modules, and corresponding licenses. The Customer will be responsible for paying amounts related to the purchases of additional Hardware, Additional Modules and corresponding licenses in accordance with the provisions of Section 7 of this Agreement. The additional purchases will be governed by the provisions of this Agreement and may also cause an increase in the Renewal Fees provided in Addendum B. In such case, GUARDIAN RFID will provide the Customer with an updated Addendum B at the time of such additional purchases, which will automatically amend and replace Addendum B.
- (f) Change in Configuration of the Customer's Third-Party Software or the Customer's Third-Party Hardware. In the event that the Customer chooses to change the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware as such configuration existed as of the Effective Date (including, but not limited to, adding, removing, or modifying any Customer's Third-Party Software or Customer's Third-Party Hardware), and such changed configuration requires modifications to the GUARDIAN RFID System for the GUARDIAN RFID System to function with the changed configuration, the Customer will pay GUARDIAN RFID to perform the work needed to enable the GUARDIAN RFID System to function with the changed configuration. The amount paid by the Customer to GUARDIAN RFID will be as reasonably



agreed to by the parties in writing prior to the Customer changing the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware.

# 8. INTELLECTUAL PROPERTY RIGHTS

- (a) GUARDIAN RFID Intellectual Property.
  - (i) Except for the rights expressly granted to the Customer under this Agreement, GUARDIAN RFID will retain all right, title, and interest in and to the GUARDIAN RFID Software Materials and GUARDIAN RFID OnDemand, including all worldwide technology and intellectual property and proprietary rights.
  - (ii) With the exception of the Hardware purchased pursuant to this Agreement, GUARDIAN RFID retains title to any other deliverables under this Agreement, including, but not limited to, all copies and audiovisual aspects of the deliverables and all rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the deliverables.
  - (iii) Any and all trademarks and trade names which GUARDIAN RFID uses in connection with this Agreement are and shall remain the exclusive property of GUARDIAN RFID. Nothing in this Agreement will be deemed to give the Customer any right, title, or interest in any trademark or trade name of GUARDIAN RFID.
  - (iv) All right, title, and interest in all derivative works, enhancements, and other improvements to the GUARDIAN RFID Software Materials, GUARDIAN RFID OnDemand, and other GUARDIAN RFID intellectual property and all processes relating thereto, whether or not patentable, and any patent applications or patents based thereon, made or conceived during, and a result of, this Agreement shall be owned solely by GUARDIAN RFID. For the avoidance of doubt, GUARDIAN RFID will have all right, title, and interest in any modifications made to the GUARDIAN RFID Software Materials, GUARDIAN RFID OnDemand, and other GUARDIAN RFID intellectual property to allow GUARDIAN RFID intellectual property to function with Customer's intellectual property and Customer's Third-Party Software. The Customer will, at GUARDIAN RFID's request, cooperate with and assist GUARDIAN RFID in obtaining intellectual property for any derivative works, enhancements, or other improvements covered by this paragraph.
  - (v) GUARDIAN RFID expressly reserves any rights not expressly granted to the Customer by this Agreement.
  - (vi) The Customer shall not remove, efface, or obscure any confidentiality, proprietary, copyright, or similar notices or disclaimers from any GUARDIAN RFID Software Materials, GUARDIAN RFID OnDemand, or any materials provided under this Agreement.
- (b) <u>GUARDIAN RFID Information</u>. GUARDIAN RFID retains ownership of all GUARDIAN RFID Information.
- (c) Customer Information. The Customer retains ownership of all Customer Information.
- (d) Inmate Data. The Customer owns any inmate management, monitoring, and tracking data collected as part of the GUARDIAN RFID System ("Inmate Data"). Prior to the expiration or termination of this Agreement, the Customer may access the Inmate Data by either running a report on GUARDIAN RFID OnDemand and exporting the Inmate Data, or requesting that GUARDIAN RFID run a report, at no additional expense to the Customer, and send the Customer the Inmate Data. Unless otherwise directed by the Customer, GUARDIAN RFID will maintain a copy of the Inmate Data for up to one (1) year after expiration or termination of this Agreement.



Upon request of the Customer made within one (1) year after the expiration or termination of this Agreement, GUARDIAN RFID will run a report and send the Customer the Inmate Data in spreadsheet form.

#### 9. REPRESENTATIONS OF GUARDIAN RFID

- (a) No Infringement. GUARDIAN RFID represents to the Customer that:
  - (i) GUARDIAN RFID owns or otherwise has rights in the GUARDIAN RFID Software Materials and has the full legal right to license the GUARDIAN RFID Software Materials in accordance with this Agreement; and
  - (ii) GUARDIAN RFID has no actual knowledge that the GUARDIAN RFID Software Materials infringe or misappropriate any patent, trademark, copyright, or any trade secret or proprietary right of any person or entity.
- (b) <u>Condition of Hardware</u>. GUARDIAN RFID represents to the Customer that, at the time of delivery, any purchased Hardware will be new and unused, and that the Customer will acquire good and clear title to such Hardware, free and clear of all liens and encumbrances.

#### 10. WARRANTIES

- (a) GUARDIAN RFID Software.
  - (i) GUARDIAN RFID warrants to the Customer that, during the Term of this Agreement, the GUARDIAN RFID Software will operate in accordance with and otherwise conform to the Documentation, provided that (A) no party other than Authorized GUARDIAN RFID Personnel has altered any portion of the GUARDIAN RFID Software, (B) the GUARDIAN RFID Software is operated on the Hardware, and (C) the Customer has met its obligations under Section 11.
  - (ii) In the event of a claim by the Customer under this GUARDIAN RFID Software warranty, which claim should be made by notice to GUARDIAN RFID specifying with reasonable particularity the claimed non-conformity (a "Notice of Non-Conformity"), GUARDIAN RFID will use reasonable efforts to correct the non-conformity. If within sixty (60) days after receipt of the Notice of Non-Conformity from the Customer, GUARDIAN RFID shall not have either corrected the non-conformity or, in the case of a non-conformity which cannot be corrected in sixty (60) days, begun in good faith to correct the non-conformity, then the Customer's sole remedy under this warranty is to terminate the Agreement in accordance with the provisions of Section 15(d), in which case the Notice of Non-Conformity sent by the Customer pursuant to this Section will be deemed to be the notice required by Section 15(d). In no circumstances will GUARDIAN RFID be obligated to provide a refund of fees paid under the Agreement or be obligated to accept the return of Hardware or other products purchased from GUARDIAN RFID.
- (b) Hardware. GUARDIAN RFID will be solely responsible for processing and managing all Hardware warranty claims during the Term of this Agreement. All coverage periods for purchased Hardware begin on the latest to occur of (1) the Effective Date or (2) the date the Hardware is purchased, and ends on the earliest to occur of (1) the end of the warranty period provided in this Section applicable to such Hardware or (2) the date this Agreement expires or is terminated. The Customer will contact GUARDIAN RFID in accordance with Section 6(c) for all Hardware-related issues. After receiving a Hardware-related warranty request, GUARDIAN RFID will provide instructions to the Customer to follow for facilitating a repair or replacement. Repairs and replacements may take up to twenty (20) business days from the date of the request is received by GUARDIAN RFID until the product is returned to the Customer. Unless a specific item of

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Hardware is explicitly listed as being covered by a warranty in this Section 10(b), it will not be covered by any warranty except that such Hardware will be replaced if it is defective upon arrival. The Hardware warranties are as follows:

- (i) Three-Year Warranty. GUARDIAN RFID provides a complimentary, standard three-year premium care warranty that includes accident protection coverage for certain purchased Hardware. If that Hardware malfunctions or breaks, GUARDIAN RFID will cover the cost to repair or replace that Hardware during that three-year warranty period. The Hardware that is covered by this three-year warranty has "Three-Year" in the "Warranty" column of the quote provided in Addendum A.
- (ii) One-Year Warranty. GUARDIAN RFID provides a complimentary, standard one-year warranty for certain purchased Hardware. If that Hardware malfunctions or breaks, GUARDIAN RFID will cover the cost to repair or replace that Hardware during that one-year warranty period. The Hardware that is covered by this one-year warranty has "One-Year" in the "Warranty" column of the quote provided in Addendum A.
- (iii) <u>Useful Life Warranty</u>. GUARDIAN RFID provides a complimentary useful life warranty for certain purchased Hardware. If that Hardware malfunctions or breaks, GUARDIAN RFID will cover the cost to repair or replace that Hardware during the useful life of that Hardware. If the Hardware that is subject to the useful life warranty is no longer being manufactured, GUARDIAN RFID will replace it with a substantially similar product. The Hardware that is covered by this useful life warranty has "Useful Life" in the "Warranty" column of the quote provided in Addendum A.
- (iv) <u>Maximum Number of Replacements</u>. During the warranty periods set forth in this Section 10(b), each Hardware item is subject to a maximum number of replacements. The maximum number of replacements for each Hardware item during its respective warranty period will be as set forth in the quote provided in Addendum A.
- (v) <u>Costs and Shipping and Handling</u>. All costs associated with repairing or replacing Hardware covered by this Hardware warranty will be assumed by GUARDIAN RFID, except that shipping and handling fees will be paid by the Customer.
- (vi) Exclusions. The Hardware warranty does not cover repairs or replacements that are necessitated by any one or a combination of the following:
  - (A) damage resulting from misuse, abuse, fire, liquid contact, or alterations by the Customer or any Customer Personnel; or
  - (B) corrective work necessitated by repairs made by anyone other than a GUARDIAN RFID authorized service technician or without GUARDIAN RFID's prior written consent.
- (vii) <u>Manufacturer Warranties</u>. For any other Hardware not listed above, all Hardware warranties provided by the manufacturer, if any, will be passed through to the Customer.
- (c) <u>DISCLAIMER OF OTHER WARRANTIES</u>. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, GUARDIAN RFID DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, PARTICULARLY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, GUARDIAN RFID DOES NOT GUARANTEE THAT THE GUARDIAN RFID SYSTEM WILL BE ACCESSIBLE ERROR-FREE OR UNINTERRUPTED. THE CUSTOMER ACKNOWLEDGES THAT GUARDIAN RFID DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES,



INCLUDING THE INTERNET, AND THAT ACCESS TO THE GUARDIAN RFID SYSTEM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. GUARDIAN RFID IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

## 11. CUSTOMER OBLIGATIONS

- (a) Access to Premises and Authorized Customer Personnel. The Customer will provide Authorized GUARDIAN RFID Personnel with reasonable and timely access to the Customer's premises and Authorized Customer Personnel necessary for GUARDIAN RFID to perform its obligations under this Agreement.
- (b) <u>System Administrator</u>. The Customer will name one or more primary system administrators to serve as a main point(s) of contact between the Customer and GUARDIAN RFID with respect to system administration (each, a "<u>System Administrator</u>"). At least one (1) System Administrator must be available at all times. The Customer will ensure that the System Administrators possess the appropriate technology and public safety knowledge and skills to perform this role sufficiently.
- (c) <u>Hardware Installation</u>. The Customer will be responsible for installing and maintaining all hardware not specified under this Agreement to be installed or maintained by GUARDIAN RFID.
- (d) <u>Customer's Third-Party Software and Customer's Third-Party Hardware</u>. The Customer will be solely responsible for obtaining, installing, maintaining, supporting, and updating the Customer's Third-Party Software and the Customer's Third-Party Hardware. The Customer expressly agrees that GUARDIAN RFID will have no responsibility under this Agreement for obtaining, installing, maintaining, supporting, or updating the Customer's Third-Party Software or the Customer's Third-Party Hardware.
- (e) Flow of Information. The Customer will be responsible for the accuracy and continuous flow of any information required from Customer's Third-Party Software and the Customer's Third-Party Hardware to the GUARDIAN RFID System that is required for the GUARDIAN RFID System to properly function.
- (f) <u>Facility Condition</u>. The Customer will be responsible for performing any actions not specifically delegated to GUARDIAN RFID under this Agreement that are required to keep the facility in sufficient condition for operation of the GUARDIAN RFID System, including, but not limited to, providing appropriate uninterrupted power, air conditioning, sufficient space, electrical drops, network and physical security, network equipment (including Wi-Fi), network drops, and other similar items.
- (g) <u>System Configuration</u>. The Customer will make appropriate subject matter experts available to perform GUARDIAN RFID System configuration tasks as assigned.
- (h) <u>System Updates</u>. The Customer will work in good faith to allow GUARDIAN RFID to timely install Updates as requested by GUARDIAN RFID.
- (i) Other Server Maintenance. Other than as provided in Section 6(b), the Customer is responsible for all general maintenance of the Customer's servers, including data backups, operating system updates, virus protection, database software updates, and other general performance of the Customer's servers.



- (j) <u>Warranty Requests</u>. The Customer will submit all Hardware warranty claims to GUARDIAN RFID for processing and managing, and promptly respond to any requests from GUARDIAN RFID for information or cooperation related to those warranty claims.
- (k) Third-Party Costs. The Customer will be solely responsible for any third-party costs related to the implementation of the GUARDIAN RFID System. The Customer expressly agrees that GUARDIAN RFID will have no responsibility under this Agreement for any third-party costs related to the implementation of the GUARDIAN RFID System, including, but not limited to, any third-party costs associated with the implementation of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware. In addition, where the Customer chooses to change the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware as such configuration existed as of the Effective Date (including, but not limited to, adding, removing, or modifying any of the Customer's Third-Party Software or the Customer's Third-Party Hardware), and such changed configuration requires modifications to the GUARDIAN RFID System for the GUARDIAN RFID System to function with the changed configuration, the Customer will be responsible for paying amounts related to those changes in accordance with the provisions of Section 7(e) of this Agreement.
- (I) Proper Use of GUARDIAN RFID System. Each of the Authorized Customer Personnel must learn proper use of the GUARDIAN RFID System through one or a combination of the following: (1) attending one of the Customer End-User Training Classes, (2) attending a Refresher Training, or (3) receiving instruction on proper use of the GUARDIAN RFID System by another of the Authorized Customer Personnel who is familiar with the proper use of the GUARDIAN RFID System. The Customer acknowledges that the GUARDIAN RFID System is designed to deliver a wide range of inmate management, monitoring, and tracking solutions, but that the GUARDIAN RFID System relies on the Authorized Customer Personnel accurately and appropriately logging events and on the Customer fulfilling the obligations of this Section 11. The failure by the Customer or the Authorized Customer Personnel to properly use the GUARDIAN RFID System or fulfill the obligations of this Section 11 may prevent records logged using the GUARDIAN RFID System from being accurate.
- (m) <u>Service Levels</u>. The Customer is responsible for meetings its obligations set forth in the Service Level Agreement in Addendum C.
- (n) <u>Usage Seal</u>. The Customer may display the Defended by GUARDIAN RFID™ Seal on the Customer's website and link the Defended by GUARDIAN RFID™ Seal to the GUARDIAN RFID website (https://www.guardianrfid.com). For avoidance of doubt, the "Defended by GUARDIAN RFID™ Seal" is as follows, a digital copy of which can be obtained from GUARDIAN RFID support:



In addition, the Customer may, but is not required, to include some or all of the following additional information about GUARDIAN RFID on the Customer's website or through such other means as the Customer reasonably determines will effectively information the public of such information:

[Insert Customer's Proper Name] uses GUARDIAN RFID to manage, monitor, and track inmates in-custody. Radio frequency identification (RFID) technology is used to support staff and inmate compliance and optimizes our data collection and reporting responsibilities as mandated by state and national corrections standards.

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Inmates are required to wear non-implantable devices at all times. Any incident of non-compliance will not be tolerated, and an inmate will be subject to fines and disciplinary action, including prosecution.

All systems and devices using RFID technology are designed, tested, and manufactured to comply with Federal Communications Commission (FCC) regulations. RF energy levels generated are similar to those found in consumer electronics. Inmate-worn devices are hypoallergenic.

RF-based inmate identification is the exclusive property of [Insert Customer's Proper Name].

#### 12. CONFIDENTIALITY

- (a) Use and Handling of Confidential or Proprietary Information. The Receiving Party shall keep the Confidential or Proprietary Information confidential, shall use such information solely for performing its obligations under this Agreement, and shall not disclose to any persons or entities any of the Confidential or Proprietary Information without the prior written consent of the applicable Disclosing Party. The Receiving Party shall make the Confidential or Proprietary Information available only to Receiving Party Personnel who have a demonstrable need for such information, provided that the Receiving Party has informed all such Receiving Party Personnel of the Receiving Party's obligations under this Agreement and such Receiving Party Personnel have agreed in writing to be bound by the terms of this Agreement, either by means of an agreement directly with the Disclosing Party or pursuant to an agreement with the Receiving Party which restricts the use of the Confidential or Proprietary Information received as Receiving Party Personnel. In accepting any Confidential or Proprietary Information disclosed to the Receiving Party under this Agreement, the Receiving Party agrees to preserve the confidentiality of such information with at least the same degree of care as that taken by the Receiving Party to preserve and protect its own Confidential or Proprietary Information, in no case less than a reasonable degree of care. The Receiving Party agrees to maintain adequate safeguards and procedures to prevent the theft, loss, or dissemination of any of the Confidential or Proprietary Information, and, in the event of any such theft, loss, or dissemination, shall notify the Disclosing Party immediately.
- (b) Exceptions to Confidential Treatment. The Receiving Party shall not be obligated to maintain any information in confidence or refrain from use if:
  - (i) the information was lawfully in the Receiving Party's possession or was known to it prior to its disclosure from the Disclosing Party as evidenced by written records;
  - (ii) the information is, at the time of disclosure, or thereafter becomes public knowledge without the fault of the Receiving Party (provided, however, that the act of copyrighting, patenting, or otherwise publishing or aiding in publication by the Disclosing Party shall not cause or be construed as causing the copyrighted materials or patented technologies to be in the public domain);
  - (iii) the information is or becomes rightfully available on an unrestricted basis to the Receiving Party from a source other than the Disclosing Party which did not acquire the same under an obligation of confidentiality to the Disclosing Party;
  - (iv) the information becomes available on an unrestricted basis to a third party from the Disclosing Party or from someone acting under its control;



- (v) disclosure is required by subpoena or pursuant to a demand by any governmental authority; or
- (vi) disclosure is required by open records laws, such as the federal Freedom of Information Act or similar state "sunshine" laws.

Before relying on the exceptions of this Section 12(b), and disclosing any Confidential or Proprietary Information, the Receiving Party shall notify the Disclosing Party in writing of its intent to do so, and give the Disclosing Party a period of fifteen (15) days to object or otherwise take action to protect its rights and interest in such information, provided that if the exception being relied upon is Section 12(b)(vi), then such fifteen (15) day period will be extended to be the maximum amount of time allowed pursuant to the applicable open records law or other applicable law, rule, or regulation pursuant to which the Disclosing Party is seeking to disclose such information.

- (c) <u>Return of Materials</u>. Upon request from the Disclosing Party, the Receiving Party shall immediately return to the Disclosing Party all copies of Confidential or Proprietary Information received under this Agreement as well as all copies of notes, reports, or other documents or materials that reflect such Confidential or Proprietary Information; provided, however, that if the Disclosing Party requests, the Receiving Party shall immediately destroy all Confidential or Proprietary Information and certify such destruction to the Disclosing Party.
- (d) <u>Confidentiality Remedies</u>. The Receiving Party acknowledges that any breach of the provisions of this Section 12 could result in immediate and irreparable injury to the Disclosing Party for which an award of money damages would be inadequate. The Receiving Party agrees, therefore, that the Disclosing Party shall have the right to seek equitable relief including an injunction to specifically enforce the terms of this Section 12, and to obtain any other legal or equitable remedies that may be available to it. In the event of any breach by the Receiving Party of this Section 12, the Receiving Party agrees to pay reasonable costs and legal fees incurred by the Disclosing Party in pursuit of any of its rights under this Section 12, in addition to any damages sustained by the Disclosing Party by reason of such breach, provided that the Disclosing Party prevails in the suit, action, or proceeding in which such costs and fees were incurred.

# 13. LIMITATION OF LIABILITY

IN NO EVENT WILL GUARDIAN RFID'S LIABILITY TO THE CUSTOMER FOR DAMAGES UNDER THIS AGREEMENT, INCLUDING GUARDIAN RFID'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, EXCEED THE AMOUNT OF FEES PAID BY THE CUSTOMER UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THEIR RESPECTIVE OBLIGATIONS UNDER THIS AGREEMENT.

# 14. INDEMNIFICATION

(a) Indemnification by GUARDIAN RFID. GUARDIAN RFID will defend, indemnify, and hold harmless the Customer and the Authorized Customer Personnel (the "Customer Indemnified Parties"), from and against all reasonable and necessary costs, charges and expenses (including attorneys' fees) arising from any third-party claim, action, suit, or proceeding against any Customer Indemnified Party (a "Customer Indemnified Claim") to the extent the Customer Indemnified Claim is based on: (i) any claim that the GUARDIAN RFID Software infringes a patent, copyright, or other proprietary right or violates a trade secret; and (ii) any gross negligence, willful misconduct, or fraud of GUARDIAN RFID or any Authorized GUARDIAN RFID Personnel.



(b) Indemnification by the Customer. The Customer, to the extent authorized under Texas law, will defend, indemnify, and hold harmless GUARDIAN RFID and the Authorized GUARDIAN RFID Personnel ("GUARDIAN RFID Indemnified Parties"), from any and all reasonable and necessary costs, charges, and expenses (including attorneys' fees) which result from any third-party claim, action, suit, or proceeding against any GUARDIAN RFID Indemnified Party (a "GUARDIAN RFID Indemnified Claim") to the extent the GUARDIAN RFID Indemnified Claim is based on: (i) the Customer's use of the GUARDIAN RFID Software or GUARDIAN RFID OnDemand other than as permitted under this Agreement; and (ii) any gross negligence, willful misconduct, or fraud of the Customer or any Authorized Customer Personnel.

#### 15. TERM AND TERMINATION

(a) <u>Term</u>. The initial term of this Agreement shall begin on the Effective Date and extend to February 2023 (the "<u>Initial Term</u>"). After the Initial Term, subject to Section 15(b), this Agreement will be automatically renewed for up to four (4) additional one-year (1-year) periods (each such period, an "<u>Extended Term</u>").

#### (b) Termination for Convenience.

- (i) Non-Renewal. This Agreement may be terminated for convenience by either party by providing a non-renewal notice to the other party at least sixty (60) days prior to the end of the Initial Term or the end of any Extended Term, as applicable. Such termination will be effective as of the end of such Initial Term or Extended Term, as applicable.
- (ii) <u>Early Termination</u>. This Agreement may be terminated for convenience by the Customer prior to the end of the Initial Term or any Extended Term upon sixty (60) days' notice of such early termination to GUARDIAN RFID. Such termination will be effective as of the end of the sixty (60) days' notice period.

## (c) Termination by GUARDIAN RFID for Cause.

- (i) GUARDIAN RFID may terminate this Agreement immediately and discontinue any of its obligations under this Agreement by notice to the Customer if:
  - (A) the Customer ceases to actively conduct its business, files a voluntary petition for bankruptcy or has filed against it an involuntary petition for bankruptcy, makes a general assignment for the benefit of its creditors, or applies for the appointment of a receiver or trustee for substantially all of its property or assets or permits the appointment of any such receiver or trustee;
  - (B) the Customer attempts, without the prior written consent of GUARDIAN RFID, to assign its rights and obligations under this Agreement, in whole or in part, whether by merger, consolidation, assignment, sale of stock, operation of law, or otherwise; or
  - (C) the Customer fails to comply with the terms of the license of GUARDIAN RFID Software Materials provided in Section 2, the terms of the license to access and use GUARDIAN RFID OnDemand provided in Section 4, the provisions regarding GUARDIAN RFID's intellectual property rights in Section 8(a) and 8(b), or the Confidentiality provisions of Section 12.
- (ii) GUARDIAN RFID may terminate this Agreement upon sixty (60) days' notice to the Customer if the Customer breaches its obligation to pay any fee or otherwise materially breaches any provision of this Agreement not otherwise specified in Section 15(c)(i) and fails to cure such breach within such notice period.



- (d) Termination by the Customer for Cause. The Customer may terminate this Agreement upon sixty (60) days' notice to GUARDIAN RFID if GUARDIAN RFID materially breaches any provision of this Agreement and fails to cure such breach within such notice period, provided, however, that if such breach cannot be cured within sixty (60) days and GUARDIAN RFID has begun in good faith to cure such breach, then GUARDIAN RFID shall have an additional period of sixty (60) days to cure such breach. This provision shall apply in the event that GUARDIAN RFID is unable to correct a non-conformity pursuant to Section 10(a)(ii) of this Agreement.
- (e) Post-Termination Rights and Obligations.
  - (i) Upon expiration or termination of this Agreement, the grant of the license of the GUARDIAN RFID Software Materials, the grant of access to GUARDIAN RFID OnDemand, and all other rights granted to the Customer under this Agreement will immediately terminate and revert to GUARDIAN RFID and the Customer must discontinue all use of the GUARDIAN RFID Software Materials and GUARDIAN RFID OnDemand.
  - (ii) The following shall survive the expiration or termination of this Agreement:
    - (A) The provisions of Sections 8 ("Intellectual Property Rights"), 12 ("Confidentiality"), 13 ("Limitation of Liability"), 14 ("Indemnification"), and 18 ("Non-Disparagement");
    - (B) The provisions of Section 7 ("Fees and Payment Terms"), with respect to fees incurred prior to the expiration or termination of the Agreement and with respect to fees accelerated in connection with such expiration or termination; and
    - (C) The Customer's obligation to pay any fees incurred prior to the expiration or termination of the Agreement or accelerated in connection with such expiration or termination.
- (f) In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.

## 16. INSURANCE

- (a) <u>Types of Insurance</u>. GUARDIAN RFID will maintain in full force and effect insurance of the following kinds and amounts, and meeting the other requirements set forth in this Section.
  - (i) Commercial General Liability Insurance. Occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence plus an umbrella policy of not less than \$4,000,000, for a total of \$5,000,000 for each occurrence. If such insurance contains a general aggregate limit it will apply separately to this Agreement or be no less than two times the occurrence limit.
  - (ii) Occurrence Based Products and Completed Operations Liability Insurance. Products and completed operation liability insurance with a limit not less than \$2,000,000 for each occurrence/\$2,000,000 general aggregate.
  - (iii) <u>Business Automobile Liability Insurance</u>. Business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.
  - (iv) <u>Workers' Compensation Insurance</u>. Workers' compensation insurance or equivalent form with limits not less than:
    - (A) Bodily Injury by Accident: \$1,000,000 Each Accident



(B) Bodily Injury by Disease: \$1,000,000 Each Employee

(C) Bodily Injury by Disease: \$1,000,000 Policy Limit

(b) <u>Certificates of Insurances</u>. At the Customer's request, GUARDIAN RFID will provide properly executed Certificates of Insurance which will clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on thirty (30) days prior written notice to the Customer.

#### 17. INDEPENDENT CONTRACTOR RELATIONSHIP

It is expressly understood by the Customer and GUARDIAN RFID that GUARDIAN RFID and any Authorized GUARDIAN RFID Personnel will not be construed to be, and are not, employees of the Customer. GUARDIAN RFID will provide services to the Customer as an independent contractor with control over the time, means, and methods for fulfilling its obligations under this Agreement. GUARDIAN RFID further acknowledges that neither it nor any of the Authorized GUARDIAN RFID Personnel is entitled to benefits from the Customer such as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment with the Customer.

#### 18. NON-DISPARAGEMENT

During the Term of the Agreement, and for a period of one (1) year after termination or expiration of the Agreement, each party will refrain from any statements or comments (in oral or written form) that could damage, disparage, or cause injury to the other party's reputation.

#### 19. MISCELLANEOUS

- (a) Entire Agreement. This Agreement, including its Addenda and documents or other information specifically referenced in this Agreement, constitutes the entire expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In the event of a conflict between the Sections 1 through 19 of the Agreement and any of its Addenda, the language of Sections 1 through 19 of the Agreement will control.
- (b) <u>Amendments</u>. The parties may not amend this Agreement except in a writing that each party signs. The terms of such amendment will apply as of the effective date of the amendment unless the amendment specifies otherwise.
- (c) <u>Change Orders</u>. Any change orders and out-of-scope work must be agreed to by executing an amendment to this Agreement pursuant to Section 19(b).
- (d) <u>Waiver</u>. No provision of this Agreement will be waived except pursuant to a writing executed by the party against which the waiver is sought. No waiver will be applicable other than in the specific instance in which it is given. No failure to exercise, partial exercise of, or delay in exercising any right or remedy or failure to require the satisfaction of any condition under this Agreement will operate as a waiver or estoppel of any right, remedy, or condition.
- (e) <u>Assignment</u>. This Agreement will be binding upon, and the benefits and obligations provided for in this Agreement will inure to, the parties and their respective owners, shareholders, members, heirs, legal representatives, successors, and assigns. The Customer may not assign, without the prior written consent of GUARDIAN RFID, which consent will not be unreasonably withheld, the Customer's rights and obligations under this Agreement, in whole or in part, whether by merger,

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consolidation, assignment, sale of stock, operation of law, or otherwise, and any attempt to do so will be deemed a material breach of this Agreement.

- (f) Notice. Except as otherwise provided in this Agreement, each party giving any notice required under this Agreement will do so in writing and will use one of the following methods of delivery:
  - (i) Delivered personally, with the notice effective upon delivery;
  - (ii) U.S.-recognized overnight courier, with the notice effective at the time delivery is shown in the courier's records; or
  - (iii) Postage prepaid by U.S. registered or certified mail, return receipt requested, with the notice effective upon receipt or upon the date that delivery is attempted and refused.

All notices shall be addressed to the parties at the addresses set forth in the recitals of this Agreement, except that either party may designate another notice address in a notice given under this Section.

- (g) <u>Severability</u>. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired.
- (h) <u>Remedies</u>. Unless otherwise specified in this Agreement, the rights and remedies of both parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.
- (i) <u>Construction</u>. This Agreement will be constructed as if drafted by both parties and will not be strictly construed against either party because of drafting.
- (j) <u>Headings</u>. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- (k) <u>No Third-Party Beneficiaries</u>. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties to this Agreement.
- (I) Force Majeure. Any delay or failure of performance of either party to this Agreement will not constitute a breach of the Agreement or give rise to any claims for damages, if and to the extent that such delay or failure is caused by a Force Majeure Event. If one of the parties intends to invoke this provision, that party will promptly notify the other party of the cause of the delay or failure beyond its reasonable control and will use commercially reasonable efforts to mitigate the resulting delay or failure. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or the Customer's obligation to pay for the GUARDIAN RFID System under this Agreement.
- (m) Non-Discrimination. GUARDIAN RFID agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990. GUARDIAN RFID agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or sexual orientation. Any act of discrimination committed by GUARDIAN RFID, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.



- (n) Export Control. GUARDIAN RFID agrees that if the U.S. export laws are or become applicable, it will not export any of the Customer's data and/or information received under this Agreement to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless GUARDIAN RFID has obtained prior written consent from the appropriate authority responsible for such matters.
- (o) <u>Cooperative Purchasing</u>. GUARDIAN RFID acknowledges that the Customer has a role in developing and encouraging cooperative purchasing efforts among governmental entities. GUARDIAN RFID agrees to use commercially reasonable efforts to assist the Customer in facilitating its cooperative purchasing efforts to the extent such efforts relate to the GUARDIAN RFID System.
- (p) Governing Law. The laws of the State of Texas, without regard to Texas's choice-of-law principles, govern all matters arising out of or related to this Agreement.
- (q) Right to Audit: GUARDIAN RFID 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 GUARDIAN RFID which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. GUARDIAN RFID agrees that Customer shall have access during normal working hours to all necessary GUARDIAN RFID facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give GUARDIAN RFID reasonable advance notice of intended audits.



By signing below, GUARDIAN RFID and the Customer each agrees to the terms and conditions of this Agreement and acknowledges the existence of consideration.

GUARI	DIAN RFID	CUSTOMER	
By:	Danie Quan	Ву:	
	ure of authorized representative)	(signature of authorized representative	∍)
Name:	Daniel Quam	Name:	
Title:	Director of Jail Ops	Title:	
Date:	August 23, 2022	Date:	



#### **ADDENDUM A**

Selected):
Ξ

	Facilities Manager
$\boxtimes$	Medication Manager
	Digital Video Evidence
$\boxtimes$	Operational Intelligence
	Academy by GUARDIAN RFID

Account Name Williamson County Sheriff's Office (TX) Creeted Date 8/3/2022

Quote Number 00005642

Created By Daniel Quam

Product	Line tem Description	Product Family	Quantity	Sains Pros	Discount	Total Price	Warranty	Max Replacement
GUARDIAN RFIDE OrDemand** Level 04 System Renewal Fee (501-1000 beds)	Buy Board 5.30% discount	Plutform	1.00	\$11,000.00	5.30%	\$10,417.00	NIA	N/A
GUARDIAN RFID® SPARTAN 3**	Buy Board 5.30% discount	Hardware	37.00	81,195.00	5,30%	\$41,871,61	Three-Year	1 per Serial#
GUARDIAN RFID® Motelle Command™ for SPARTAN™	Buy Board 5.30% discount	Software	47.00	\$400.00	5.30%	\$17,803.60	NIA	N/A.
OLIARDIAN RPED® Operational Intelligence <sup>to</sup> Level 04 License (501–1000 becs)	Buy Board 5.30% discount	Software	1.00	\$7,495.00	5.30%	\$7,097.77	NIA	N/A
GLIARDIAN RFED® Medication Manager™ Level 04 License (501-1000 beds)	Buy Board 5.30% discount	Software	1.00	\$1,499.00	5.30%	\$1,419.56	N/A	N/A
QUARDIAN REID® ForceField™ Software License		Software	4.00	\$250.00	100.00%	50.00	NIA	NA.
System Renewal Fee - Annual	February 2023	Professional Service	1.00	\$38,794.00	5.30%	\$36,737.92	None	N/A
System Ronewal Fee - Annual	February 2024	Professional Service	1.00	\$38,794.00	5.30%	\$36,737.92	None	N/A
System Renewal Fee - Annual	February 2025	Professional Service	1.00	\$38,794.00	5.30%	\$36,737.92	None	N/A.

"Each purchased "GUARDIAN RFID Mobile Device" consists of the "GUARDIAN RFIDMOBILE Period Companying the device), the GUARDIAN RFID Mobile Device Changing Station, and the GUARDIAN RFID Mobile Device Accessories accompanying the GUARDIAN RFID Mobile Device at the time the GUARDIAN RFID Mobile Device is purchased. During the warranty period applicable to the GUARDIAN RFID Mobile Device, the accompanying GUARDIAN RFID Mobile Device Charging Station will be subject to a maximum of two reptacements per GUARDIAN RFID Mobile Device. During the warranty period applicable to the GUARDIAN RFID Mobile Device, name of the accompanying GUARDIAN RFID Mobile Device Accessories will be covered by warranty. Additional GUARDIAN RFID Mobile Device runner of the accompanying GUARDIAN RFID Mobile Device Accessories will be experiately purchased pursuant to Section 10(d) at GUARDIAN RFID's then-current pricing lat for the Customer (a copy of which is available upon the Customer's request). The warranty and maximum replacements for those additional purchases will be as specified in the quote for the purchase of such additional GUARDIAN RFID Mobile Device Accessories.

<sup>\*</sup> Product family categories are Platform, Software, Hardware and Professional Service.



# **ADDENDUM B**

## **FEE PAYMENT SCHEDULE**

Invoices will be sent from GUARDIAN RFID to the Customer based on the occurrence of certain events, as follows:

Fee Type*	Event Occurrence	Amount
Initial Term Fee Date (August 2022)	Amendment Execution	\$78,877.03
Extended Term One Renewal Fee** Date (February 2023)	Initial Term Expiration  (Unless Agreement is terminated prior to renewal pursuant to Section 15)	\$36,737.92
Extended Term Two Renewal Fee** Date (February 2024)	Anniversary of the Extended Term One  (Unless Agreement is terminated prior to renewal pursuant to Section 15)	\$36,737.92
Extended Term Three Renewal Fee** Date (February 2025)	Anniversary of the Extended Term Two  (Unless Agreement is terminated prior to renewal pursuant to Section 15)	\$36,737.92
Modification Fee	[No such modifications contemplated as of the Effective Date.]	[N/A]

<sup>\*</sup> These amounts do not include any taxes.

<sup>\*\*</sup> Renewal Fees represent the costs for renewing licenses to use the GUARDIAN RFID System for any Extended Terms and will be increased if the Customer chooses to make additional purchases from GUARDIAN RFID of additional Hardware or licenses for GUARDIAN RFID Software, access and use of the GUARDIAN RFID OnDemand platform, or Third-Party Software. In such case, GUARDIAN RFID will provide the Customer with an updated Addendum B at the time of such additional purchases, which will automatically amend and replace this Addendum B. In addition to increases due to those additional purchases, Renewal Fees may be increased by up to 3.5% annually, provided that GUARDIAN RFID provides notice to the Customer at least ninety (90) days prior to the end of the Initial Term or the end of any Extended Term, as applicable.



#### **ADDENDUM C**

#### SERVICE LEVEL AGREEMENT

## 1. **DEFINITIONS**

Except as defined in this Addendum C, all defined terms have the meaning set forth in the Agreement.

- (a) "Attainment" means the percentage of time during a calendar quarter, with percentages based on those contained in the chart under Section 2(d) of this Addendum C, in which the Customer has GUARDIAN RFID OnDemand Availability.
- (b) "Customer Error Incident" means any service unavailability, which GUARDIAN RFID did not directly cause or create, resulting from any one or a combination of the following: (i) the Customer's Third-Party Software or the Customer's Third-Party Hardware, (ii) the acts or omissions of any Customer Personnel, or (iii) the acts or omissions of any personnel or third-party providers over whom GUARDIAN RFID exercises no control.
- (c) "Disaster" means an event that renders any portion of a data center's infrastructure used in connection with the Agreement both inoperable and unrecoverable.
- (d) "<u>Downtime</u>" means those minutes during which any portion of GUARDIAN RFID OnDemand is not available for the Customer's use.
- (e) "<u>Unscheduled Downtime</u>" means Downtime that is not due to any one or a combination of the following: Scheduled Downtime, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires such Emergency Maintenance), Customer Error Incidents, or Force Majeure Events.
- (f) "Emergency Maintenance" means (i) maintenance that is required to patch a critical security vulnerability, or (ii) maintenance that is required to prevent an imminent outage of GUARDIAN RFID OnDemand Availability.
- (g) "Scheduled Downtime" means those minutes during which GUARDIAN RFID OnDemand is not available for the Customer's use due to GUARDIAN RFID's scheduled maintenance windows.
- (h) "GUARDIAN RFID OnDemand Availability" means that GUARDIAN RFID OnDemand is capable of receiving, processing, and responding to requests by or from the Customer and each of the Authorized Customer Personnel, excluding Scheduled Downtime, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires such Emergency Maintenance), Customer Error Incidents, and Force Majeure Events.
- (i) "RPO" means Recovery Point Objective, and refers to the maximum data loss per declared Disaster event during any calendar quarter throughout the Term that could occur following a Disaster.
- (j) "RTO" means Recovery Time Objective, and refers to the amount of time per declared Disaster event during any calendar quarter throughout the Term that it takes for GUARDIAN RFID OnDemand to become operational following a Disaster.



#### 2. GUARDIAN RFID ONDEMAND CLOUD SERVER UPTIME

- (a) GUARDIAN RFID OnDemand Availability.
  - (i) Attainment Target. Subject to the terms of this Addendum C, GUARDIAN RFID has an Attainment target to provide to the Customer GUARDIAN RFID OnDemand Availability of one hundred percent (100%), twenty-four (24) hours per day, every day of the calendar year throughout the Term. GUARDIAN RFID has set GUARDIAN RFID OnDemand Availability Attainment targets and actuals under the terms of Section 2(d) of this Addendum C.
  - (ii) <u>Calculation</u>. The GUARDIAN RFID OnDemand Availability calculation does not include Scheduled Downtime, Customer Error Incidents, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires Emergency Maintenance), and Force Majeure Events. For the avoidance of doubt, if GUARDIAN RFID is a cause of an issue that requires Emergency Maintenance, then Downtime resulting from such Emergency Maintenance will be included in the calculation of Attainment.
  - (iii) Scheduled Downtime. GUARDIAN RFID will perform maintenance on GUARDIAN RFID OnDemand only during limited windows that are anticipated to be reliably low-traffic times based on historical information. As of the Effective Date, GUARDIAN RFID performs such maintenance on Wednesdays between 12:00 a.m. and 6:00 a.m. Central time. GUARDIAN RFID will provide the Customer with advance written notice of any change to the current maintenance schedule. If and when any such Scheduled Downtime is predicted to occur during periods of higher traffic, GUARDIAN RFID will provide advance notice of those windows and will coordinate with the Customer. In instances where maintenance of GUARDIAN RFID onDemand requires Scheduled Downtime outside of the known maintenance windows described in this Section, GUARDIAN RFID will provide written notice to the Customer at least twenty-four (24) hours prior to any Scheduled Downtime.
  - (iv) <u>Emergency Maintenance</u>. If Downtime is known to be necessary to perform any Emergency Maintenance, then GUARDIAN RFID will notify an appropriate Customer contact via email or telephone call, a minimum of four (4) hours or as early as is reasonably practicable, prior to the start of such Emergency Maintenance. GUARDIAN RFID reserves the right to perform unscheduled Emergency Maintenance at any time.
  - (v) Other Maintenance. GUARDIAN RFID and the Customer agree that GUARDIAN RFID has the right to perform maintenance that is designed not to impact GUARDIAN RFID OnDemand Service Availability at any time. Any such scheduled maintenance will be considered Scheduled Downtime and will be excluded from the calculation of Attainment.
  - (vi) <u>Force Majeure</u>. In the event of a Force Majeure Event affecting the GUARDIAN RFID OnDemand Availability, GUARDIAN RFID will provide the Customer with a written notice of the Force Majeure Event and include a description of the facts and circumstances it believes supports that determination.
- (b) GUARDIAN RFID Responsibilities Relating to GUARDIAN RFID OnDemand Availability.
  - (i) GUARDIAN RFID will monitor GUARDIAN RFID OnDemand Availability under this <u>Addendum C</u> and will make commercially reasonable efforts to (A) address any GUARDIAN RFID OnDemand Availability-related issues that impact the 100% Attainment target, and (B) notify the Customer, either through automated monitoring systems or by other mutually agreed-upon means, that (A) Downtime will occur, if practicable, or (b) if Downtime has already occurred, promptly after it is confirmed.



- (ii) If Authorized GUARDIAN RFID Personnel receive notice from the Customer that Downtime has occurred or is occurring, GUARDIAN RFID will work with the Customer to promptly identify the cause of the Downtime and will work with the Customer to promptly resume normal operations.
- (iii) Upon timely receipt of a Customer report of Downtime under Section 2(c) of this Addendum C, if any, GUARDIAN RFID will compare that report to its own outage logs and support tickets to confirm whether Unscheduled Downtime has occurred, and communicate with the Customer about GUARDIAN RFID's findings.
- (iv) GUARDIAN RFID will, at no additional charge to the Customer, do any one or a combination of the following, upon the Customer's written request (which can be made a maximum of once per calendar quarter), with such items being provided within sixty (60) days of the Customer's written request:
  - (A) provide to the Customer, a written report that documents the preceding calendar quarter's GUARDIAN RFID OnDemand Availability, Unscheduled Downtime, any root cause, Emergency Maintenance matters, and remedial actions that were undertaken in response to the matters identified in the report.
  - (B) make available for auditing by the Customer the severity downtime reports, incident reports, and other available information used by GUARDIAN RFID in determining whether the GUARDIAN RFID OnDemand Availability has been achieved.
- (c) <u>Customer Responsibilities Relating to GUARDIAN RFID OnDemand Availability.</u>
  - (i) Whenever the Customer experiences Downtime, the Customer will follow the support process defined in Section 6(c) of the Agreement.
  - (ii) The Customer may document, in writing, all Downtime that is experienced during each calendar quarter throughout the Term. The Customer may deliver such documentation for any given calendar quarter to GUARDIAN RFID within thirty (30) days of that quarter's end. The documentation may include the supporting incident number(s) and corresponding Downtime(s) experienced.



(d) GUARDIAN RFID OnDemand Availability Attainment Targets and Actuals. Every calendar quarter, GUARDIAN RFID will compare confirmed Unscheduled Downtime to the GUARDIAN RFID OnDemand Availability Attainment target and actual amounts listed in the table below. If the actual Attainment does not meet the target Attainment, as shown in the table below, the corresponding Customer Relief, as shown below, will apply on a quarterly basis throughout the Term:

Target	Actual	Customer Relief
	100% – 95%	Prompt, remedial action will be taken.
100%		Will be deemed to be a Notice of Non-Conformity, which will be deemed (i) to have been corrected if the subsequent calendar quarter's Actual GUARDIAN RFID OnDemand Availability is ≥95%, or (ii) to not have been corrected if the subsequent calendar quarter's Actual GUARDIAN RFID OnDemand Availability is <95%.
100%	<95%	In situations where a Notice of Non-Conformity is deemed not to have been corrected due to the subsequent calendar quarter's Actual GUARDIAN RFID OnDemand Availability being <95%, the Customer will be entitled to terminate the Agreement under Section 15(d) of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.

#### 3. GUARDIAN RFID ONDEMAND CLOUD SERVER RECOVERY

In the event of a Disaster, GUARDIAN RFID will recover the Customer's data (including Inmate Data) and continue to provide GUARDIAN RFID OnDemand at a recovered or alternate operational data center within the times defined in the table below following the start of such Disaster. GUARDIAN RFID will also provide Customer Relief, as shown below, to the Customer for any calendar quarter where the RPO or RTO targets are not met.

	Actual	Customer Relief
	≤2 Hours	Prompt, remedial action will be taken.
RPO	>2 Hours	Will be deemed to be a Notice of Non-Conformity, which is deemed to be not to have been corrected. The Customer will be entitled to terminate the Agreement under Section 15(d) of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.
	≤4 Hours	Prompt, remedial action will be taken.
RTO	>4 Hours	Will be deemed to be a Notice of Non-Conformity, which is deemed to be not to have been corrected. The Customer will be entitled to terminate the Agreement under Section 15(d) of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.

# 4. INCIDENT PRIORITIES, CHARACTERISTICS, AND RESOLUTION

(a) Incident Tracking. In the event of an issue with the GUARDIAN RFID requiring support, the

GUARDIAN RFID System Agreement Renewal | 27



Customer will contact GUARDIAN RFID in accordance with Section 6(c) of the Agreement. Each support incident is logged using GUARDIAN RFID's enterprise workflow management system, given a unique case number, and assigned a support representative.

(b) <u>Incident Priority</u>. Each support incident is assigned a priority level, which corresponds to the Customer's needs and deadlines. GUARDIAN RFID and the Customer will work together to reasonably set the priority of each support incident pursuant to the table below. The primary goals of the table below are to (i) guide the Customer toward clearly understanding and communicating the importance of the issue, and (ii) describe the generally expected response and resolution targets in the production environment. References to a "confirmed support incident" mean that GUARDIAN RFID and the Customer have successfully validated and set the priority for the reported support incident.

Priority	Characteristics Incident	Resolution Target		
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the Customer's remote locations; or (c) systemic loss of multiple essential system functions.*	GUARDIAN RFID will provide an initial response to Priority Level 1 incidents within one (1) hour of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within eight (8) hours.		
Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.		GUARDIAN RFID will provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within five (5) business days.		
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	GUARDIAN RFID will provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which will occur at least quarterly.		
Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.		GUARDIAN RFID will provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.		

<sup>\*</sup> Examples include: inability to create activity logs in database, and/or inability to access GUARDIAN RFID OnDemand (excluding Internet access or Wi-Fi issues)



# **Commissioners Court - Regular Session**

**Meeting Date:** 11/01/2022

Justice Center Renovations P595 - Vaughn Change Order 1

Submitted For: Dale Butler Submitted By: Wendy Danzoy, Facilities Management

12.

**Department:** Facilities Management

Agenda Category: Consent

## Information

# Agenda Item

Discuss, consider and take appropriate action on accepting a report from Vaughn Construction, Change Order No. 1 for the Williamson County Justice Center Renovations (P595). This is a zero dollar change order to add 90 calendar days for a new substantial completion date of January 5, 2023. Funding Source is P595.

# **Background**

This change order is to increase substantial completion by 90 days to January 5, 2023. Department point of contact is Williamson County Project Manager, Angel Nunez. On July 12, 2022, the Williamson County Commissioners Court approved Williamson County Facilities Project Manager, Angel Nunez, with authority to approve change orders under Local Government Code Sec. 262.031, in relation to Williamson County Justice Center Renovation project. 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
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From/To	Acct No.	Description	Amount

# **Attachments**

Vaughn CO1

## Form Review

Inbox Reviewed By Date

 Hal Hawes
 Hal Hawes
 10/27/2022 11:34 AM

 County Judge Exec Asst.
 Becky Pruitt
 10/27/2022 09:25 PM

Form Started By: Wendy Danzoy Started On: 10/27/2022 11:24 AM

Final Approval Date: 10/27/2022



T: (512) 663-7461

October 20, 2022

Dale Butler Williamson County 3101 SE Inner Loop Georgetown, TX 78626

Re: Ju

**Justice Center Renovations** 

Job No: 283808

Subj: Change Proposal No.

283808-0001

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide the adjustment of the Substantial Completion date of the contract R200107 from 10/7/2022 to 01/05/2023 (Original Substantial Completion date of 10/7/2022, new completion date of 01/05/2023) - 90 calendar days. This change in substantial completion places the new contractual final completion on 02/06/2022, for the above referenced project.

Our price is valid for Thirty (30) days

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

Very truly yours, VAUGHN CONSTRUCTION

Doug Boram

Attachments:

CC:

Angel Nunez

# FORM B

PROJECT: Justice Center Renovations

CHANGE PROPOSAL NO:	283808-0001
---------------------	-------------

Date:\_\_\_\_

Additional (90) calendar days to Substantial Completion	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$0.00	\$0.00	\$0.00	\$0.00

To	OTAL	\$0.00
TIME EXTENSION TO CONTRACT: 90 I Submitted Date: 10/20/2022	Days	
Accepted		VAUGHN CONSTRUCTION
By: Williamson County Date: 10/24/2022	<u> </u>	By: Doug Boram
By: Williamson County	MAJORINI PERINA	Proposal Valid for 30 Days

# **Commissioners Court - Regular Session**

**Meeting Date:** 11/01/2022

Approval of Renewal #2 Crushed Granite Contract #T2164 with Statewide Materials Transport, Ltd for Road and Bridge

13.

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 approving the extension of Crushed Granite Contract #T2164, renewal option period 2, for the same terms and conditions as the existing contract, per attached spreadsheet, with Statewide Materials Transport Ltd, for the 12-month term of 12/22/22 – 12/21/23.

# **Background**

This is the second extension for this contract. Road and Bridge Department has confirmed the vendor met all the County requirements on this contract and requests renewal. Funding Source is 01.0200.0210.003551. The department Point of Contact is Terron Evertson.

# **Fiscal Impact**

From/To	Acct No.	Description	Amount

## **Attachments**

Renewal #2 Form and Price Tab

# Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 10/27/2022 09:21 AM County Judge Exec Asst. Becky Pruitt 10/27/2022 09:20 PM

Form Started By: Kim Chappius Started On: 10/25/2022 11:10 AM

Final Approval Date: 10/27/2022



# Purchasing Department

# **Summary Agreement for Renewal of Williamson County Contract**

Contract Number:	T2164	Department:	Road and Bridge			
Vendor Name:	STATEWIDE MATERIALS T	RANSPORT LTD	12/22/2022 12/21/2023  d conditions as the existing contra			
Purpose/Intended Use of Product or S	Service (summary): RENEW	AL #2 (Final)				
Type of Contract:	IFB	Start Date: 12/22/2022				
Purchasing Contact:	KIM CHAPPIUS	End Date:	12/21/2023			
Department Contact:	KELLY MURPHY AND TERR	ON EVERTSON				
Williamson County wishes to ext	end this bid/proposal for	the same terms a	nd conditions as th	ne existing contract		
with Statewide Materials Transpo	rt Ltd.					
PLEASE INCLUDE THE FOLLOWING:						
- COMPLETED 1295 FORM; AND						
- RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.						
• Extend Contract for the 2nd and final of two (2) one (1) year renewal option periods:						
Renewal Option Period 2	DECEMBER 22, 2022 – DI					
Renewal Option Period 1	DECEMBER 22, 2021 – DE					
Initial Contract Period	DECEMBER 22, 2020 – DE	CEMBER 21, 2021				
BY SIGNING BELOW, THE PARTIES AGI	REE TO THE TERMS OF EXT	ENSION SET FORTI	H AS STATED ABOVE			
VendorStatewide Materials Transport, I	_td _	Williamson Co	ounty, 710 Main St., Geo	rgetown, TX 78626		
Name Randy Meachen	_	Bill Gravell,	Bill Gravell, Jr			
Title General Manager	_	Williamson (	Williamson County Judge			
Signature Randall Meache	n	Signature				
Date10.18.2022	<del>_</del>	Date				

# T2164 Crushed Granite Base Renewal #2 (FINAL)

Description	Unit	Unit Price Picked Up (FY20)	Unit- Pricing Delivered to Wilco Central Maintenance Facility in Georgetown, TX (FY20)	Unit Price Picked Up (FY21)	Unit- Pricing Delivered to Wilco Central Maintenance Facility in Georgetown, TX (FY21)	Percentage Increase	Unit Price Picked Up (FY22)	Unit- Pricing Delivered to Wilco Central Maintenance Facility in Georgetown, TX (FY22)	Percentage Increase	Unit Price Picked Up (FY23)	Unit- Pricing Delivered to Wilco Central Maintenance Facility in Georgetown, TX (FY23)	Percentage Increase
Crushed Granite Base Type A	TON	\$8.00	\$18.00	\$9.00	\$18.00	12.50%	\$9.00	\$21.50	19.40%	\$9.00	\$21.50	0.00%
Crushed Granite Base Type B	TON	\$10.00	\$20.00	\$11.00	\$20.00	9.09%	\$11.00	\$23.50	17.50%	\$11.00	\$23.50	0.00%
Crushed Granite Base Type C	TON	\$12.00	\$22.00	\$13.00	\$22.00	8.33%	\$13.00	\$25.50	15.91%	\$13.00	\$25.50	0.00%

# **Commissioners Court - Regular Session**

**Meeting Date:** 11/01/2022

Approval of Renewal #1 with Price Increase for Rubber Asphalt Crack Sealer Contract #22IFB31 with Crafco, Inc.for

14.

Road and Bridge 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 authorizing the extension of Rubber Asphalt Crack Sealer Contract #22IFB31, renewal option period 1, for the same terms and conditions as the existing contract, but with a price increase of 19% from \$15.29 to \$18.30 per box, per attached documentation and spreadsheet, with Crafco, Inc., for the 12-month term of 12/06/2022 – 12/05/2023.

# **Background**

This is the first extension for this contract. The Road and Bridge Department has confirmed the vendor has met all the County requirements on this contract and requests renewal. Funding Source is 01.0200.0210.003550. The department Point of Contact is Terron Evertson.

# **Fiscal Impact**

From/To	Acct No.	Description	Amount

## **Attachments**

Renewal #1 Form and Price Tab

# Form Review

Inbox Reviewed By Date

Purchasing (Originator)

Joy Simonton

10/27/2022 09:19 AM

County Judge Exec Asst.

Becky Pruitt

10/27/2022 09:20 PM

Form Started By: Kim Chappius Started On: 10/25/2022 11:32 AM

Final Approval Date: 10/27/2022



# **Purchasing Department**

# **Summary Agreement for Renewal of Williamson County Contract**

Contract Number:	22IFB31	Department:	ROAD AND BRIDGE				
Vendor Name:	CRAFCO INC						
Purpose/Intended Use of Product or S	iervice (summary):						
RENEWAL #1 WITH PRICE INCREASE							
Type of Contract:	IFB	Start Date:		12/06/22			
Purchasing Contact:	KIM CHAPPIUS	PPIUS <b>End Date:</b> 12/05/23					
Department Contact:	KELLY MURPHY						
Williamson County wishes to a	extend this bid/proposal	with a price in	crease (as detailed	d in the attached			
spreadsheet) and same terms and	conditions as the existing	contract with Cra	fco Inc				
PLEASE INCLUDE THE FOLLOWING:							
- COMPLETED 1295 FORM; AND							
- RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.							
Extend Contract for the 1st of two	(2) one (1) year renewal o	option periods:					
Renewal Option Period 2  Renewal Option Period 1 December 06, 2022 – December 05, 2023  Initial Contract Period December 06, 2021 – December 05, 2022							
BY SIGNING BELOW, THE PARTIES AGI	REE TO THE TERMS OF EXT	ENSION SET FORTI	AS STATED ABOVE				
Vendor Crafco, Inc.  Name N. Thomas Kelly  Title Vice President Sales and Ma  Signature Date 10/7/2022	arketing	Bill Gravell, . Williamson ( Signature	ounty, 710 Main St., Geo Ir County Judge	rgetown, TX 78626			



July 15, 2022

Attn: Williamson County Purchasing Department Finance Dept. - Purchasing Division 100 wilco Way, Suite P101 Georgetown, Tx 78626

RE: Reference Bid # 221FB-31

With the current economic and ongoing pandemic situation, there has been a struggle with shortages of raw materials, inability to secure trucking, as well as labor shortages all directly related to this unforeseen economic trouble.

Up to this point in time, Crafco has made every effort to continue supplying under this contract. Between November 2021 and September 2022, the cost to supply product to Williamson County under this contract has increased at an unprecedented rate. Additionally, the forecast for the foreseeable future is that all the costs for items has not peaked and will continue to climb.

Material	Percent Cost Increase
Polymer	108%
Process Oil	50%
Freight Cost	25%
Sealant Box	20%
Sealant Bag	31%
Pallet & Wrap	36%
Wage Increases for direct labor in sealant manufacturing	3%
Total Increase in \$	\$0.09

With the current raw material shortages and the existing pricing on this contract, Crafco, Inc. is selling sealant to the Williamson County below the cost to manufacture.

Current Price: \$0.509 Requested Price: \$0.61

To supply these products at the cost of raw materials, we will need to increase prices \$0.101 per pound for boxed sealant. In addition, with the shortages, we can only assure delivery within 15 days based on our current projection for our suppliers of several raw materials. Accounting for the materials we currently have in inventory this price increase will take effect September 21, 2022.

We have enjoyed a wonderful working relationship with the Williamson County for many years. This request is very distressful for Crafco, Inc. to make, however, the current world economic situation has us all working with unprecedented events and challenges. Should the Williamson County require any further documentation of these costs, please let me know to whom within the department it should be sent.

Please advise us if we should continue securing raw materials and production of the sealant needed to supply this contract.

Sincerely,

Mike Romano Territory Manager Crafco, Inc.

# 22IFB31 Rubber Asphalt Crack Sealer

Bid Items and Estimate of Quantities

Item #	Description	Estimated Quantity	Pounds per Box FY22	Price per Box FY22	Pounds per Box FY23	Price per Box FY23	Percentage of Increase
300	Rubber-Asphalt Crack Sealer (TxDOT Item 300.2H Table 15)	200,000 lbs	30	\$15.29	30	\$18.30	19%

# **Commissioners Court - Regular Session**

**Meeting Date:** 11/01/2022

Alliance 21RFSQ14 WA1 On Call Small Drainage & Roadway

Submitted For: Robert Daigh Submitted By: Vicky Edwards, Infrastructure

**Department:** Infrastructure **Agenda Category:** Consent

#### Information

# Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of \$50,000.00 to expire on December 31, 2024 under Williamson County Contract for Engineering Services between Alliance Transportation Group and Williamson County dated June 14, 2022 for On Call Design Engineering Services for Small Drainage and Small Roadway Projects. Funding source: 01.0200.0210.004100.

# **Background**

# **Fiscal Impact**

From/To	Acct No.	Description	Amount

# **Attachments**

Alliance 21RFSQ14 WA1 On Call Small Drainage & Roadway

#### Form Review

Inbox Reviewed By Date

 Hal Hawes
 Hal Hawes
 10/24/2022 01:41 PM

 County Judge Exec Asst.
 Becky Pruitt
 10/24/2022 02:45 PM

Form Started By: Vicky Edwards Final Approval Date: 10/24/2022 Started On: 10/21/2022 10:34 AM

15.

# WORK AUTHORIZATION NO. 1

# PROJECT: On Call Design Engineering Services for Small Drainage and Small Roadway <u>Projects</u>

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated <u>June 14, 2022</u> and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and <u>Alliance Transportation Group</u> (the "Engineer").

- Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.
- Part 2. The maximum amount payable for services under this Work Authorization without modification is \$50,000.00.
- Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.
- Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on <u>December 31, 2024</u>. 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	
ENGRIPER	0.07777
ENGINEER:	COUNTY:
Alliance Transportation Group	Williamson County, Texas
By: Gas Miles	By:
Signature	Signature
Junes Michael Heath	Bill Gravell Jr.
Printed Name	Printed Name
Tresilent	County Judge
Title	Title

# LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

# Attachment A - Services to be Provided by County

Williamson	County Roa	ad & Bridge	Division	personnel	will	provide	project	direction,	review	and
oversight.										

# Attachment B - Services to be Provided by Engineer

# **General Description of Project:**

This project consists of on-call professional engineering services to support the Williamson County Road & Bridge department, relating to the repair, maintenance and replacement of drainage and roadway facilities maintained by Williamson County. Locations are unknown and may be anywhere within Williamson County.

The Engineer shall prepare a Memorandum of Understanding (MOU) prior to the start of each on-call service for review and approval by the County.

The MOU can contain one or more of the following tasks, as more fully described in Exhibit B of the Professional Services Agreement:

TASK 1: PROJECT MANAGEMENT

TASK 2: TOPOGRAPHIC AND R.O.W. SURVEYS

TASK 3: PRELIMINARY ENGINEERING

TASK 4: GEOTECHNICAL INVESTIGATION

TASK 5: ENVIRONMENTAL STUDIES

TASK 6: UTILITY COORDINATION

TASK 7: FEMA COORDINATION

TASK 8: FINAL ENGINEERING

TASK 9: BIDDING PHASE SERVICES

TASK 10: CONSTRUCTION PHASE SERVICES

# Attachment C - Work Schedule

# **General Description of Project:**

This project consists of on-call professional engineering services to support the Williamson County Road & Bridge department, relating to the repair, maintenance and replacement of drainage and roadway facilities maintained by Williamson County. Locations are unknown and may be anywhere within unincorporated areas of Williamson County.

# Work Schedule

Engineering services will be provided on an on-call basis, with work schedules to be developed as work is dispatched and directed by Williamson County staff.

## **Attachment D - Fee Schedule**

Please see next pages.

## **EXHIBIT D**

### RATE SCHEDULE

**Alliance Transportation Group** 

Labor Classification	Labor Rate
Project Principal	\$ 305.0
Senior Project Manager	\$ 285.0
Project Manager	\$ 257.0
Senior Engineer	\$ 245.0
Project Engineer	\$ 200.0
Traffic Engineer	\$ 175.0
Design Engineer	\$ 155.0
Engineer-in-Training	\$ 127.0
Senior Engineering Technician	\$ 153.0
Engineering Technician	\$ 111.0
Jr Engineering Technician	\$ 67.0
Project Administrator	\$ 127.0
Clerical	\$ 89.0
Planner I/II	\$ 111.0
Planner III	\$ 175.0
Travel Demand Modeler I/II	\$ 143.0
Travel Demand Modeler III	\$ 191.0
Sr Travel Demand Modeler/Planner	\$ 223.0

Halff Associates, Inc.

Labor Classification	Lab	or Rate
Principal-in-Charge	\$	375.00
Project Manager	\$	268.00
Deputy Project Manager	\$	251.00
Quality Manager	\$	246.00
Senior Engineer	\$	235.00
Project Engineer	\$	193.00
Design Engineer	\$	155.00
Engineer-In-Training	\$	126.00
Senior Engineer Tech	\$	139.00
Engineer Tech	\$	107.00
Senior CADD Operator	\$	123.00
CADD Operator	\$	96.00

# Garver

Labor Classification	Labor Rate	
Engineers / Architects: E-1	\$	114.00
Engineers / Architects: E-2	\$	132.00
Engineers / Architects: E-3	\$	160.00
Engineers / Architects: E-4	\$	187.00
Engineers / Architects: E-5	\$	228.00
Engineers / Architects: E-6	\$	280.00
Engineers / Architects: E-7	\$	373.00
Planners / Environmental Specialist: P-1	\$	137.00
Planners / Environmental Specialist: P-2	\$	172.00
Planners / Environmental Specialist: P-3	\$	209.00
Planners / Environmental Specialist: P-4	\$	239.00
Planners / Environmental Specialist: P-5	\$	273.00
Planners / Environmental Specialist: P-6	\$ \$	316.00
Planners / Environmental Specialist: P-7	\$	390.00
Designers: D-1	\$	106.00
Designers: D-2		124.00
Designers: D-3	\$ \$	148.00
Designers: D-4	\$	172.00
Technicians: T-1	\$	83.00
Technicians: T-2	\$	105.00
Technicians: T-3	\$	128.00
Surveyors: S-1	\$	51.00
Surveyors: S-2	\$	68.00
Surveyors: S-3	\$	91.00
Surveyors: S-4		130.00
Surveyors: S-5	\$ \$ \$ \$ \$	172.00
Surveyors: S-6	\$	196.00
2-Man Crew (Survey)	\$	208.00
3-Man Crew (Survey)	\$	259.00
2-Man Crew (GPS Survey)	Ś	228.00
3-Man Crew (GPS Survey)	\$	279.00
Construction Observation: C-1	\$	100.00
Construction Observation: C-2	\$	129.00
Construction Observation: C-3	\$	158.00
Construction Observation: C-4	\$	194.00
Construction Observation: C-5		232.00
Management/Administration: M-1	\$ \$	381.00
Management/Administration: X-1	\$	65.00
Management/Administration: X-2	\$	89.00
Management/Administration: X-3		123.00
Management/Administration: X-4	<del>,</del> ,	157.00
Management/Administration: X-5	\$ \$ \$	193.00
	7	173,00
Management/Administration: X-6	\$	238.00

Management/Administration: X-8	\$ 359.00
Management/Administration: X-9	\$ 433.00

# **Direct Expenses**

Description	Unit	Cost/Unit
Mileage	mile	Current IRS Rate
Standard Postage	letter	Current Postal Rate
Certified Letter Return Receipt	each	Current Postal Rate
Overnight Mail - letter size	each.	Current Postal Rate
Overnight Mail - oversized box	each	\$100.00
Courier Services	each	\$45.00
Photocopies B/W (11" X 17")	each	\$0.25
Photocopies B/W (8 1/2" X 11")	each	\$0.15
Photocopies Color (11" X 17")	each	\$1.25
Photocopies Color (8 1/2" X 11")	each	\$1.00
Plots (B/W on Bond)	square foot	\$1.00
Plots (Color on Bond)	square foot	\$1.75
CDs	Each	\$2.00
4" X 6" Digital Color Print	picture	\$0.50
Brochure Printing	each	\$3.00
Report Printing	each	\$80.00
Flyer Printing (various sizes BW or color)	each	\$1.00
Postcard Printing	each	\$0.75
Digital Ortho Plotting	sheet	\$3.00
Color Graphics on Foam Board	square foot	\$20.00
Presentation Boards 30" X 40" Color Mounted	each	\$100.00
Presentation Boards 48" X 60" Color Mounted	each	\$175.00
Audio - Equipment Rental	each	At cost
Audio-Visual Equipment Rental	event	At cost

Direct Non-Labor Expenses	Unit	Rate
Mileage	Mile	at cost
Lodging/Hotel	day/person	at cost
Lodging/Hotel - Taxes and Fees	day/person	at cost
Meals	day/person	at cost
Rental Car	day	at cost
Rental Car Fuel	gallon	at cost
Air Travel	Rd Trip/person	at cost
Certified Letter Return Receipt	each	\$7.38 Current Postage Rate
Standard Postage Letter	each	\$0.58 Current Postage Rate
Overnight Mail - letter size	each	\$26.35
Overnight Mail - oversized box	each	\$30.00
Courier Services	each	\$75.00
Photocopies B/W (8 1/2" X 11")	each	\$0.15
Photocopies B/W (11" X 17")	each	\$0.20
Photocopies Color (8 1/2" X 11")	each	\$0.75
Photocopies Color (11" X 17") Color	each	\$1.75
Graphics on Foam Board	square foot	\$25.00
Presentation Boards 30" X 40"		
Color/Mounted	each	\$110.00
Plots (B/W on Bond)	sc square foot	\$6.00
Plots (Color on Bond)	square foot	\$8.00
Plots (Color on Photo Paper)	square foot	\$5.00
Outside Printing - Reports	each	\$50.00
Report Binding	each	\$5.00
Reproduction of CD/DVD	each	\$3.00
CDs	each	\$0.50
Environmental Database Seach	each	\$500.00
GPS Rental	hour	\$35.00
Historical Aerial Images	unit	\$300.00

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.

**Meeting Date:** 11/01/2022

Alliance 1711-206 WA7 SA2 Chandler Creek

Submitted For: Robert Daigh Submitted By: Vicky Edwards, Infrastructure

**Department:** Infrastructure **Agenda Category:** Consent

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 7 under Williamson County Contract between Alliance Transportation Group and Williamson County dated March 6, 2018 for Engineering Design Services for Drainage Improvements in Chandler Creek Subdivision Sections 6A, 6B and 6C. This supplemental is to extend the expiration date to October 31, 2022. Funding source: P488.

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

Alliance 1711-206 WA7 SA2 Chandler Creek

#### Form Review

Inbox Reviewed By Date

 Hal Hawes
 Hal Hawes
 10/25/2022 08:46 AM

 County Judge Exec Asst.
 Becky Pruitt
 10/25/2022 12:12 PM

Form Started By: Vicky Edwards Final Approval Date: 10/25/2022

Started On: 10/24/2022 02:25 PM

16.

# SUPPLEMENTAL WORK AUTHORIZATION NO. \_\_2\_ TO WORK AUTHORIZATION NO. 7

#### WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:

Engineering Design Services for Drainage Improvements in Chandler Creek Subdivision Sections 6A, 6B and 6C

This Supplemental Work Authorization No. \_2\_ to Work Authorization No. \_7\_ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 6, 2018 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Transportation Group (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. \_7\_\_ dated effective May 14, 2019 (the "Work Authorization");

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

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

#### **AGREEMENT**

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

I. The above referenced Work Authorization termination date shall be modified to <u>October</u> <u>31, 2022</u>. 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:	COUNTY:
By: Mattheway	By:
Signature	Signature
James Michael Heath	Bill Gravell, Jr.
Printed Name	Printed Name
Tresident	Williamson County Judge
Title	Title
10.24.22	
Date	Date

# Attachment C - Work Schedule

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

**Meeting Date:** 11/01/2022

Authorize Issuing IFB #23IFB12 Reconstruction of CR 245 for HNTB

Submitted For: Joy Simonton Submitted By: Johnny Grimaldo, Purchasing

**Department:** Purchasing **Agenda Category:** Consent

#### Information

17.

#### Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Reconstruction of CR 245, under IFB #23IFB12. Funding source is P353.

#### **Background**

Williamson County is seeking qualified contractors for the reconstruction of CR 245 consisting of asphalt concrete paving, grading, drainage, culverts, bridges, signing and pavement markings. Budgeted amount: \$6,600,000.00. The funding Source is P353 and the point of contact is Kate Wilder.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

No file(s) attached.

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator)

Joy Simonton

10/27/2022 11:38 AM

County Judge Exec Asst.

Becky Pruitt

10/27/2022 09:24 PM

Form Started By: Johnny Grimaldo Started On: 10/27/2022 10:52 AM

Final Approval Date: 10/27/2022

**Meeting Date:** 11/01/2022

Final plat for the Hillside Corner 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 Hillside Corner subdivision – Precinct 4.

#### **Background**

This subdivision consists of a single lot and no new roads. It meets the requirements of a minor plat as defined in the subdivision regulations.

#### **Timeline**

2022-05-10 - initial submittal of final plat

2022-06-08 - 1st review complete with comments

2022-06-17 - 2nd submittal of final plat

2022-06-22 – 2nd review complete with minor comments

2022-09-20 - 3rd submittal of final plat

2022-10-05 – 3rd review complete with minor comments

2022-10-21 - 4th submittal of final plat with signatures

2022-10-27 - 4th review complete with comments clear

2022-10-27 - final plat placed on November 1, 2022 Commissioners Court agenda for consideration

#### **Fiscal Impact**

From/To Acct No. Description	Amount

#### **Attachments**

final plat - Hillside Corner

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 10/27/2022 09:24 PM

Form Started By: Adam Boatright
Final Approval Date: 10/27/2022

Started On: 10/27/2022 10:31 AM

18.

**IRON ROD SET** 0

IRON ROD FOUND W/ "DIAMOND" CAP

**BROKEN CONCRETE MONUMENT** 

BENCHMARK

	CULVERT TABLE				
	DRAINAGE AREA (Ac.)	10-YR FLOW RATE (cfs)	APPROX SLOPE	MIN. CULVERT SIZE	
1	11.07	19.950	1.00%	30" CMP	

OWNER: KAMLESH J. PATEL

BLUEBONNET RANCHETTES LLC

8086 AREZZO DR. ROUND ROCK, TX 78665 PHONE 254.760.5531

E-MAIL ROGERGANDHI24@GMAIL.COM

SURVEYOR: GARRETT CAVAIUOLO, RPLS

MC SURVEYING, LLC. 192 PINK GRANITE BLVD.

DRIPPING SPRINGS, TEXAS 78620

PHONE 737.202.8333

E-MAIL GARRETT@MCSURVEYINGTX.COM

ENGINEER: JENNIFER HENDERSON, PE

HENDERSON PROFESSIONAL ENGINEERS PELS FIRM F-22208

600 ROUND ROCK WEST DRIVE, SUITE 604 ROUND ROCK, TEXAS 78681

PHONE 512.350.6228

E-MAIL JEN@HENDERSONPE.COM

SUBMITTAL DATE: 06/10/2022

ORIGINAL SURVEY: I.&G.N.R.R. CO. SURVEY

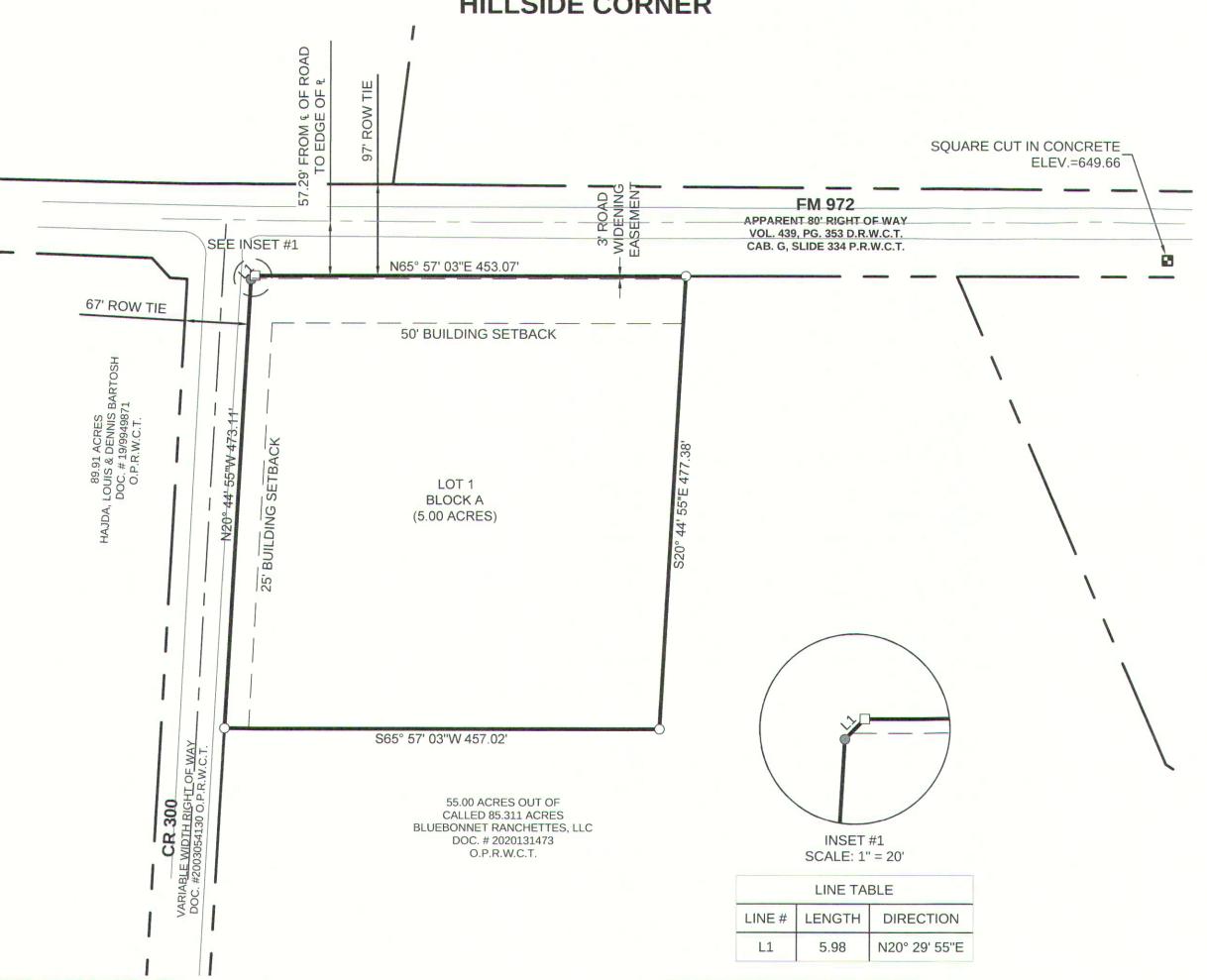
ABSTRACT NO. 742

FEMA FLOODPLAIN: THERE IS NO ENCROACHMENT OF THE 100

YEAR FLOOD PLAIN AS SHOWN ON FIRM PANEL 48491C0175F, DATED DECEMBER 20,

2019

# FINAL PLAT OF HILLSIDE CORNER



OWNER'S RESPONSIBILITY

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, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

## **RURAL MAILBOXES**

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.

## DRIVEWAY MAINTENANCE

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

## CERTIFICATE OF COMPLIANCE

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.

# **ROAD WIDENING EASEMENTS**

RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.

## STORMWATER MANAGEMENT NOTES

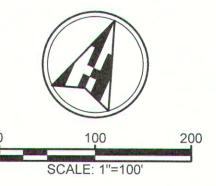
THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3. WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.

# MINIMUM FINISHED FLOOR ELEVATION

THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICHLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.

# IMPERVIOUS COVER

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.



BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 (93).

#### FIELD NOTES:

BEING A 5.00 ACRE TRACT OF LAND OUT OF THE I.&G.N.R.R. CO. SURVEY, ABSTRACT NUMBER 742, AND THE THOMAS MALONE SURVEY, ABSTRACT NUMBER 445, IN WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF A CALLED 85.311 ACRE TRACT, DESCRIBED IN DEED TO BLUE BONNET RANCHETTES, LLC, IN DOCUMENT NUMBER 2020131473, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS [O.P.R.W.C.T.]; SAID 55.00 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD WITH "6714" CAP SET FOR THE NORTHERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING IN THE SOUTH RIGHT OF WAY LINE OF FARM TO MARKET (FM) 972. AN APPARENT 80 FOOT WIDE RIGHT OF WAY DESCRIBED IN VOLUME 439, PAGE 353 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND IN CABINET G. SLIDE 334 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND SAME BEING IN THE NORTHWEST LINE OF SAID 85.311 ACRE TRACT:

THENCE, OVER AND ACROSS SAID 85.311 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

- S 20°44'55" E, A DISTANCE OF 477.38 FEET TO A 1/2 INCH IRON ROD WITH "6714" CAP, SET;
- S 65°57'03" W, A DISTANCE OF 457.02 FEET TO 1/2 INCH IRON ROD WITH "6714" CAP, SET IN TH WEST LINE OF SAID 85.311 ACRE TRACT, SAME BEING IN THE EAST RIGHT OF WAY LINE OF COUNTY ROAD (CR) 300, AN APPARENT 80 FOOT WIDE RIGHT OF WAY AS MEASURED, BEING CALLED VARIABLE WIDTH ACCORDING TO DOCUMENT NUMBER 2003054130 [O.P.R.W.C.T.];

THENCE, WITH THE WEST AND NORTH LINE OF SAID 85.311 ACRE TRACT, SAME BEING THE EAST RIGHT OF WAY OF CR 300 AND THEN WITH THE SOUTH RIGHT OF WAY OF SAID FM 972 THE FOLLOWING COURSES AND DISTANCES:

- N 20°44'55" W, A DISTANCE OF 473.11 AN IRON ROD WITH "DIAMOND" CAP, FOUND AT AN ANGLE POINT AT THE INTERSECTION OF SAID RIGHT OF
- N 20°29'55" E, A DISTANCE OF 5.98 TO A CONCRETE MONUMENT (BROKEN), FOUND IN THE SOUTH LINE OF SAID FM 972;
- N 65°57'03" E, A DISTANCE OF 453.07 FEET BACK TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND, CONTAINING 5.00 ACRES.

# **SHEET 01 OF 02**

# Henderson Professional Engineers 600 ROUND ROCK WEST DRIVE, SUITE 604 ROUND ROCK, TX 78681

Civil Engineering www.hendersonpe.com

512.350.6228 PELS FIRM #F-22208

WBE210166 | HUB 1853873845300

CITY PROJECT NUMBER [CITY CASE NO]

# FINAL PLAT ORNER

	OF
	HILLSIDE C
ATE OF TEVAC	

STATE OF TEXAS	§
Annual Control of the	§

KNOW ALL MEN BY THESE PRESENTS: COUNTY OF WILLIAMSON

I, BLUEBONNET RANCHETTES LLC, ACTING THROUGH KAMLESH J. PATEL, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2020131473 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY. TEXAS. AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, 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 HILLSIDE CORNER.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 3

KAMLESH J. PATEL MANAGING MEMBER 8086 AREZZO DR. **ROUND ROCK, TX 78665** 

STATE OF TEXAS COUNTY OF WILLIAMSON

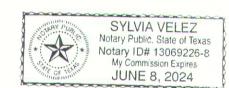
KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KAMLESH J. PATEL, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 13 DAY OF October, 202)

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:



STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, CAPITAL FARM CREDIT, LIEN HOLDER OF THE CERTAIN 85.311 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2020131473 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND TO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC, THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS HILLSIDE CORNER.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 17 DAY OF OCTOBER 20 22

BEN R. NOVOSAD, TRUSTEE JON FISCHER, RUP of Sales CAPITAL FARM CREDIT 3000 BRIARCREST DR.

M K. BOHAC Notary Public, State of Texas Comm. Expires 05-12-2025 Notary ID 131126976

STATE OF TEXAS

BRYAN, TEXAS 77802

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 BEN R. NOVOSAD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17th DAY OF OCTOBER

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS MY COMMISSION EXPIRES ON:



NOTES:

1. 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 OWNERS.

2. WATER SERVICE IS PROVIDED BY: JONAH WATER SUD. WASTEWATER SERVICE IS PROVIDED BY: OSSF

ONLY A PORTION OF THIS PROPERTY IS LOCATED WITHIN THE JONAH WATER SUD'S CCN. PER THE WATER METER INVESTIGATION MEMO BY CAYOTE CONSULTING, LLC, DATED SEPTEMBER 15, 2022, HYDRAULIC MODELING OF THE JONAH WATER SUD SYSTEM INDICATES THAT THE TCEQ'S MINIMUM REQUIREMENTS FOUND IN THE TEXAS ADMINISTRATIVE CODE, CHAPTER 290, SUBCHAPTER D, WOULD NOT BE MET WITH THE ADDITION OF 1 LUE AT THIS LOCATION. JONAH WATER SUD WILL HAVE TO WORK TOWARD INCREASING WATER SUPPLY TO THE AREA, DUE TO DEVELOPMENT GROWTH. MAPS INDICATE THAT THERE IS AN EXISTING 2 INCH WATERLINE ON THE WEST SIDE OF CR 300 THAT WOULD SERVICE THIS AREA. UPSTREAM OF THIS LOCATION, THE HYDRAULIC MODEL INDICATES THAT THERE IS APPROXIMATELY 4,050 LINEAR FEET OF EXISTING 1.5 INCH WATERLINE THAT WOULD BE REQUIRED TO BE REPLACED, PRIOR TO JONAH WATER SUD SETTING A WATER METER AT THIS PROPERTY.

4. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP. COMMUNITY PANEL NO. 48491C0175F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

7. 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.

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, GARRETT CAVAIUOLO, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES. CONFLICTS. OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OR WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS / Y DAY OF October

GARRETT CAVAJUOLO

REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6714 STATE OF TEXAS

10/14/2022

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

GARRETT CAVAIUOLO

6714

I, JENNIFER L. HENDERSON, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NUMBER 48491C0175F, EFFECTIVE DATA DECEMBER 20, 2019.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS

JENNIFER L. HENDERSON REGISTERED PROFESSIONAL ENGINEER, NO. 116883

STATE OF TEXAS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 2011 DAY OF OCTOBER.

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

Terron Evertson, PE 10/27/2022 10/22/2022 J. TERRON EVERTSON, P.E., D.R., C.F.M. WILLIAMSON COUNTY ENGINEER

STATE OF TEXAS	8	
	8	KNOW ALL MEN BY THESE PRESENT
COUNTY OF WILLIAMSON	8	

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

BILL GRAVELL JR., COUNTY JUDGE	DATE
WILLIAMSON COUNTY, TEXAS	

STATE OF TEXAS	§	
COUNTY OF WILLIAMSON	§ §	KNOW ALL MEN BY THESE PRESENT
I, NANCY RISTER, CLERK OF THE	COUNTY COURT O	F SAID COUNTY, DO HEREBY CERTIFY
THAT THE FOREGOING INSTRUM	ENT IN WRITING, W	TH ITS CERTIFICATE OF
AUTHENTICATION WAS FILED FO	R RECORD IN MY O	FFICE ON THE DAY OF
, 20 A.D., ATC	O'CLOCK,M., AN	D DULY RECORDED THIS THE DA
OF, 20A.D., A	TO'CLOCK,	.M., IN THE OFFICIAL PUBLIC RECORD
OF SAID COUNTY IN INSTRUMENT	T NO	
TO CEPTIEV MUIOU MUTUEDO		

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

NANCY RISTER, CLERK COUNTY CO OF WILLIAMSON COUNTY, TEXAS	URT
BY	, DEPUTY



# **SHEET 02 OF 02**

**Henderson Professional Engineers** 600 ROUND ROCK WEST DRIVE, SUITE 604



512.350.6228 PELS FIRM #F-22208 Civil Engineering www.hendersonpe.com

WBE210166 | HUB 1853873845300

CITY PROJECT NUMBER [CITY CASE NO]

**Meeting Date:** 11/01/2022 Indigent/Abandoned Burial

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

**Department:** County Judge

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take any necessary action to approve order for interment by cremation of deceased (Jason G. Gait) who passed away in Williamson County, TX where there has been an inquest by the Justice of the Peace Pct. 2 and the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

Order for Interment

Form Review

**Becky Pruitt** 

**Reviewed By** Inbox

County Judge Exec Asst. (Originator) Form Started By: Andrea Schiele Final Approval Date: 10/28/2022

**Date** 10/28/2022 10:16 AM

Started On: 10/28/2022 10:01 AM

19.

## ORDER OF COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AUTHORIZING INTERMENT OF DECEDENT'S REMAINS (Jason G. Gait)

**§** § §

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Jason G. Gait (SSN xxx-xx-7377) passed away on September 29, 2022, at the age of 83 in Williamson County, Texas while residing at: 1706 Main St., Georgetown, TX 78626.

The Court finds that there has been investigation to obtain information regarding next of kin and the ability to pay for interment expenses. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsive or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified on the facts of this case for indigent burial; therefore, the county has

discretion to cover the costs of interment.

The Court further finds that the magistrate conducting the inquest shall

inter the remains pursuant to Texas Health & Safety Code, Chapter 711, Section

711.002(e) and in this case the Justice of the Peace, Pct. 2 of Williamson County,

Texas ordered an inquest and has requested county funding for an indigent burial

or abandoned body for proper disposition of the deceased's body.

IT IS THEREFORE ORDERED THAT the deceased body shall be

interred (i.e., permanent disposition of remains by cremation, entombment, burial,

or placement in a niche).

IT IS FURTHER ORDERED THAT Beck Funeral Home is granted

authority to cremate the deceased.

Signed and entered this 1st day of November 2022.

Hon. Bill Gravell

Williamson County Judge

- 2 -

20.

**Meeting Date:** 11/01/2022 Continuation Disaster Declartion

Submitted By: Becky Pruitt, County Judge

**Department:** County Judge

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on extending a Declaration of a Local State of Disaster for Williamson County, Texas issued by Williamson County Judge Bill Gravell, Jr. on October 25, 2022 in response to the tornado, straight line winds and severe thunderstorms that caused damage to the Jarrell area (Pursuant to §418.108(b) of the Texas Government Code).

#### **Background**

On October 25, 2022, Judge Bill Gravell, Jr. issued a Declaration of a Local State of Disaster in response to the tornado, straight line winds and severe thunderstorms that caused damage to the Jarrell area. The declaration will expire within seven days of its issuance unless extended by the Commissioners Court. The proposed extension would extend the Declaration of a Local State of Disaster until November 22, 2022.

	Fiscal Im	pact		
From/To	Acct No.	Description	Amount	
Attachments				
Continuation of Disaster Declara	ion			
	Form Re	viow		
	1 01111 110	VICVV		

Form Started By: Becky Pruitt
Final Approval Date: 10/27/2022

Started On: 10/26/2022 09:59 PM



# **WILLIAMSON COUNTY, TEXAS**

#### COMMISSIONERS COURT

WILLIAMSON COUNTY COURTHOUSE 710 MAIN STREET, SUITE 101 GEORGETOWN, TEXAS 78626 (512) 943-1550

TERRY COOK
COMMISSIONER, PRECINCT 1

CYNTHIA LONG
COMMISSIONER, PRECINCT 2

VALERIE COVEY
COMMISSIONER, PRECINCT 3

RUSS BOLES
COMMISSIONER, PRECINCT 4

# COMMISSIONERS COURT ORDER EXTENDING DECLARATION OF A LOCAL STATE OF DISASTER FOR WILLIAMSON COUNTY, TEXAS

WHEREAS, on October 25, 2022, the Williamson County Judge issued an Order Declaring a Local State of Disaster for Williamson County, Texas after making a determination based on statements and information provided to him by Williamson County Emergency Management personnel, state and local officials, and other emergency services agencies serving Williamson County, Texas that extraordinary measures must continue to be taken to alleviate and prevent the suffering of people and to protect or rehabilitate property due to severe weather conditions consisting of a tornado, straight line winds and severe thunderstorms event experienced in Williamson County, Texas; and

**WHEREAS**, the conditions necessitating declaration of a local state of disaster continue to exist in Williamson County, Texas in relation to the aforementioned event experienced in Williamson County, Texas; and

**WHEREAS**, §418.108(b) of the *Texas Government Code* provides that a local state of disaster may not be continued for a period in excess of seven days without the consent of the governing body of the political subdivision; and

NOW, THEREFORE BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS THAT THE ORDER DECLARING A LOCAL STATE OF DISASTER IS HEREBY EXTENDED IN ACCORDANCE WITH THE TERMS HEREINBELOW:

- 1. This Commissioners Court Order is passed as an emergency measure and pursuant to the Williamson County Emergency Management Plan and shall become effective on the date of its adoption.
- 2. That the Order Declaring a Local State of Disaster proclaimed by the Williamson County Judge on **October 25, 2022**, shall be extended and continue until either it is terminated by order of the Williamson County Commissioners Court or **November 22, 2022**, whichever event occurs first.

PASSED AND ADOPTED BY THE WILLON THIS THE DAY OF	ILLIAMSON			S COURT
ON THIS THE DAT OF		, 20	_·	
As the Presiding Officer of the	_			
Williamson County Commissioners Court	İ			

**Meeting Date:** 11/01/2022

Resolution for Operation Green Light for Veterans

Submitted For: Juan Amaya Submitted By: Juan Amaya, Veteran Services

21.

**Department:** Veteran Services **Agenda Category:** Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on a resolution for Operation Green Light for Veterans (Lighting courthouse green from November 7th-13th).

#### **Background**

Operation Green Light for Veterans honors Veterans throughout our nation by lighting county courthouses green at night. In unity, it shows our support to all Veterans across the US.

#### **Fiscal Impact**

From/10 Acct No. Description Amount	From/1	To Acct No	. Description	Amount
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#### **Attachments**

#### Resolution

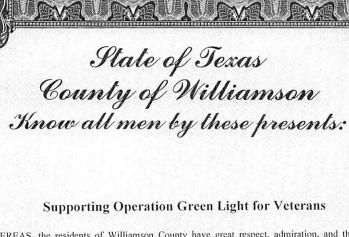
#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 10/24/2022 12:28 PM

Form Started By: Juan Amaya Started On: 10/24/2022 09:05 AM

Final Approval Date: 10/24/2022



WHEREAS, the residents of Williamson County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Williamson County seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, Disabled American Veterans, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, the Veteran population continues to flourish in Williamson County reaching near 40,000 in population; and

WHEREAS, Approximately 200,000 service members transition to civilian communities annually; and WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, Williamson County appreciates the sacrifices of our United States Military Members and believes specific recognition should be granted; therefore be it

RESOLVED, with designation as a Green Light for Veterans County, Williamson County hereby declares from November 7th 2022 through November 13th 2022 a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service; therefore, be it

RESOLVED, that in observance of Operation Green Light, Williamson County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or

RESOLVED, that Williamson County will observe Operation Greenlight annually the week of Veterans Day beginning this year in 2022.

Resolved this \_\_\_\_ day of \_\_\_\_\_ 2022

Williamson County Judge

**Meeting Date:** 11/01/2022

Jessie Daniel Ames Day Proclamation

Submitted For: Terry Cook Submitted By: Garry Brown, Commissioner Pct. #1

22.

**Department:** Commissioner Pct. #1 **Agenda Category:** Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider, and take appropriate action on a proclamation designating November 2, 2022 as Jessie Daniel Ames Day in Williamson County on the 139th anniversary of her birth.

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

Jessie Daniel Ames Day Proclamation

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 10/24/2022 02:45 PM

Form Started By: Garry Brown Started On: 10/21/2022 02:38 PM Final Approval Date: 10/24/2022



WHEREAS, a business owner, writer, women's suffragist, and a champion of human rights, the life of Jessie Daniel Ames was one of a Woman on a Mission; and

**WHEREAS** Jessie Daniel Ames helped her mother run their Georgetown Telephone Exchange Company; and

**WHEREAS**, she took on the issue of voting rights for women by organizing the Georgetown Equal Suffrage League and became its first president, while writing a weekly "Woman Suffrage Notes" column for the *Williamson County Sun*; and

WHEREAS, in 1918, as Treasurer of the Texas Equal Suffrage Association, Jessie Daniel Ames not only helped make the Great State of Texas the first southern state to ratify the Nineteenth Amendment giving women the right to vote, but she and others led nearly 4,000 women from all over Williamson County to register to vote in the 17 days before the deadline; and

**WHEREAS**, The Texas Equal Suffrage Association reorganized as the Texas League of Women Voters in 1919, and she served as its first president until 1924; and

WHEREAS, Jessie Daniel Ames wasn't just content with attaining the right to vote for women, she became the director of the Texas and Southwest Area for the Commission on Interracial Cooperation in Atlanta, Georgia; and

WHEREAS, after moving to Atlanta in 1929, she formed the Association of Southern Women for the Prevention of Lynching and was its Director until 1942;

**NOW, THEREFORE, BE IT RESOLVED**, that the Williamson County Commissioners Court declare that the 139<sup>th</sup> anniversary of her birth on November 2, 2022, be proclaimed Jessie Daniel Ames Day in Williamson County to honor the impact her work has been on women's voting rights and on human rights overall.

Passed by Commissione	rs Court and Signed on this date: $\_$	
	Bill Gravell, County Judge	

On behalf of the Williamson County Commissioners Court Members

**Meeting Date:** 11/01/2022 Prostate Cancer Awareness

Submitted For: Cynthia Long Submitted By: Kathy Pierce, Commissioner Pct. #2

23.

**Department:** Commissioner Pct. #2 **Agenda Category:** Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on a resolution recognizing Prostate Cancer Awareness month in Williamson County.

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

**Prostate Cancer Resolution** 

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 10/26/2022 02:39 PM

Form Started By: Kathy Pierce Started On: 10/26/2022 02:28 PM Final Approval Date: 10/26/2022

# State of Texas County of Williamson Know all men by these presents:

That on the 1st day of November 2022 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Bill Gravell, Jr., County Judge Terry Cook, Commissioner Precinct One Cynthia P. Long, Commissioner Precinct Two Valerie Covey, Commissioner Precinct Three Russ Boles, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

#### RESOLUTION

**WHEREAS**, many Williamson County residents and Wilco employees are impacted by prostate cancer, having family members, friends and colleagues diagnosed with or lost their lives to this disease; and

**WHEREAS,** Prostate cancer is the  $2^{nd}$  leading cause of death in the United States for men, exceeded only by heart disease, with 1 in 8 American men being diagnosed with it during their lifetime; and

WHEREAS, according to American Cancer Society estimates for 2022 there were 268,490 new cases of prostate cancer diagnosed and about 34,500 deaths of men in the U.S.; and

**WHEREAS**, all men are at risk for prostate cancer, but it is more likely to develop in older men and in African-American men, with 6 cases in 10 being diagnosed in men who are 65 or older; and

WHEREAS, the warning signs for prostate cancer are important to recognize and include: Difficulty beginning urination; weak flow and/or frequent urination; pain or burning during urination, blood in urine; pain in the back, hips or pelvis that does not go away; and

WHEREAS, the American Cancer Society and CDC recommend men should speak with their doctors about family history, being screened for prostate cancer and the Prostate Specific Antigen (PSA) test; and

**WHEREAS**, most prostate cancers found by screening are small and slow growing and may not be fatal with a 5-year survival rate of nearly 100% if detected at stage 1 or 2 and decreasing to 31% survival rate if found at stage 3; and

**NOW THEREFORE, BE IT RESOLVED**, that the Williamson County Commissioners Court recognizes the importance of Prostate Cancer Awareness Month, encourages all men to get annual check-ups and to speak with their doctors about the risk of prostate cancer.

RESULVED THIS 1st Day of November 2022.	
	Bill Gravell, Jr., County Judge

**Meeting Date:** 11/01/2022 Pancreatic Cancer Awareness

Submitted For: Cynthia Long Submitted By: Kathy Pierce, Commissioner Pct. #2

24.

**Department:** Commissioner Pct. #2 **Agenda Category:** Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on a resolution declaring November as "Pancreatic Cancer Awareness Month" in Williamson County.

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

Pancreatic Cancer Resolution

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 10/26/2022 02:45 PM

Form Started By: Kathy Pierce Started On: 10/26/2022 02:38 PM

Final Approval Date: 10/26/2022

# State of Texas County of Williamson Know all men by these presents:

That on the 1st day of November 2022 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Bill Gravell, Jr., County Judge Terry Cook, Commissioner Precinct One Cynthia P. Long, Commissioner Precinct Two Valerie Covey, Commissioner Precinct Three Russ Boles, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

#### RESOLUTION

**WHEREAS,** Pancreatic Cancer accounts for about 3% of all cancer diagnosed in the U.S. and about 7% of all cancer deaths, with 62,210 people in the United States expected to be diagnosed with Pancreatic Cancer in 2022 and almost 50,000 deaths expected; and

WHEREAS, currently there is no routine preventive early detection screening available for Pancreatic Cancer, making early diagnosis difficult, but for high-risk individuals there are newer tests available for detecting pancreatic cancer earlier, including advances in imaging technology like endoscopic ultrasound or MRI; and

**WHEREAS**, earlier diagnosis substantially improves the 5-year survival rate, with survival being 42% if the cancer is diagnosed at stage 1 (localized), 14% if stage 2, and dropping to 3% if detected in stage 3; and

**WHEREAS**, risk factors for developing the disease includes: family history, tobacco use, being overweight, having diabetes or chronic pancreatitis, and age (about 2/3 of cases are 65 years or older); and

**WHEREAS**, the warning signs for Pancreatic Cancer are often vague, but important to recognize, including: pain (usually abdominal or back pain), yellowing of the eyes or skin, dark urine, itchy skin, weight loss, loss of appetite, nausea, vomiting, and changes in stools; and

WHEREAS, Williamson County urges anyone experiencing any of these unexplained symptoms to see your doctor and to join in our efforts to raise awareness of Pancreatic Cancer research to improve screening and continue advancements in treatments.

**NOW THEREFORE, BE IT RESOLVED**, that the Williamson County Commissioners Court declares the month of November as "Pancreatic Cancer Awareness Month".

**RESOLVED THIS 1st Day of November 2022.** 

Bill Gravell, Jr., County Judge	

**Meeting Date:** 11/01/2022 AG Supplemental Opinion

Submitted For: Cynthia Long

**Department:** Commissioner Pct. #2 **Agenda Category:** Regular Agenda Items

Submitted By: Kathy Pierce, Commissioner Pct. #2

25.

#### Information

#### Agenda Item

Discuss, consider and take appropriate action authorizing the submission of a Supplemental Brief on Pending Attorney General's Opinion Request RQ-0481-KP submitted by Senator Bettencourt on October 10, 2022 regarding the authority of a public facility corporation (PFC) sponsored by a municipal management abstract to purchase and acquire property outside the district's boundary.

#### **Background**

It has recently come to the court's attention that a small special district in Travis County has created an entity called the Texas Essential Housing Public Facility Corporation (PFC). This PFC corporation has claimed that it is 100% tax-exempt for property it owns in Jarrell, Texas. Senator Bettencourt has filed a Request for Opinion with the Texas Attorney General's office regarding the legality of a small special district in Travis County being able to create tax-exempt entities in Williamson County without the knowledge or approval of the County, City or School District. This action allows the Williamson County Commissioners Court to submit a Supplemental Brief to the Attorney General's office in support of Senator Bettencourt's request.

#### **Fiscal Impact**

From/To Acct N	Amount

#### **Attachments**

Supplemental Brief Legal Opnion

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 10/26/2022 09:46 PM

Form Started By: Kathy Pierce Started On: 10/26/2022 03:50 PM

Final Approval Date: 10/26/2022

#### October 24, 2022

The Honorable Ken Paxton Texas Attorney General Attn: Committee Opinion P.O. Box 12548 Austin, TX 78711

Re: Brief on Pending Opinion Request RQ-0481-KP

Dear General Paxton:

This letter serves as a Brief on Pending Opinion Request RQ-0481-KP submitted by Senator Bettencourt on October 10, 2022. Senator Bettencourt seeks your opinion regarding the authority of a public facility corporation (PFC) sponsored by a municipal management abstract to purchase and acquire property outside the district's boundary.

#### **Background Facts**

Williamson County has a specific issue regarding PFC's that we feel is germane to the issue raised by Senator Bettencourt.

The SH 130 Municipal Management District (the MMD), located entirely in Travis County, "sponsored" the creation of the Texas Essential Housing Public Finance Corporation (TEHPFC). A development group, Zmodular, conveyed without monetary consideration a 15-acre tract in Jarrell, Texas to the TEHPFC, which in turn leased the property back to Zmodular for 99 years. The TEHPFC then filed an application with the Williamson County Appraisal District (WCAD) claiming a 100% property tax exemption. The basis of the exemption was stated in Exhibit "A" of the PFC's application to WCAD, said exhibit being attached to this brief as Exhibit "A". As a basis for the exemption, the PFC claims that while a PFC is performing charitable functions, it is exempt from taxation, citing Section 303.042(c) of the Texas Land Government Code. The PFC further cited the same section as stating that a multi-family development owed by a PFC is eligible for a tax exemption if at least 50% of the units are reserved for occupancy by individuals or families earning less than 80% of the area median income.

Williamson County takes issue with both basis for claims for exemption. The PFC's first claim as a basis for exemption states that while a PFC is performing charitable functions, it is exempt from taxation. In Letter Opinion No. 98-028, your office opined that "Property is not public property merely because of PFC holds legal title to the property." The Letter Opinion further states "But we decline to hold as a matter of law that any facility owned by a PFC is used for public purposes merely because the statute says so.". This position was recently made clear in Texas Supreme Court case of *Odyssey 2020 Academy, Inc. vs. Galveston Central Appraisal District*, 624 S.W. 3<sup>rd</sup> 535, 536 (Tex. 2021), which held that "...our Constitution does not allow

the Legislature to recharacterize a property interest that is not in fact publicly owned so that it qualifies for an exemption.". *Id* at p. 536.

The PFC's second claim cites Section 303.042(c) yet repeats the eligibility requirements for exemptions found in Section 303.042(d). This section only applies to multi-family developments owned by a PFC created by a housing authority. The TEHPFC was created by the SH 130 MMD, not a housing authority. This second claim for a basis of tax exemption should be rejected as not following state law.

In conclusion, Williamson County strongly supports Senator Bettencourt's opinion that the granting of significant property tax exemptions to private developers without the knowledge or approval of local taxing units is without any statutory or constitutional basis.

#### **EXHIBIT A**

#### **Basis for Property Tax Exemption**

Certain multifamily developments owned by public facility corporations are exempt from taxation. A municipality, county or public housing agency may create a public facility corporation (a "PFC").¹ While a PFC is performing its charitable functions, it is exempt from taxation by this state or any political subdivision of this state (the "Tax Exemption").² Further, a multifamily residential development owned by a PFC is eligible for the Tax Exemption if at least 50% of the units are reserved for occupancy by individuals or families earning less than 80% of the area median family income (the "Affordability Restrictions").³

A leasehold interest in such a property is treated in the same way. For so long as a PFC owns fee title to a public facility (such as a multifamily residential development that meets the Affordability Restrictions), a leasehold interest granted by the PFC is eligible for the Tax Exemption,<sup>4</sup> and the property should be listed on the tax rolls in the name of the property owner.<sup>5</sup>

Applied to the Property, TEHPFC is a PFC and the transaction contemplates that (i) TEHPFC will be the fee owner of the Property, (ii) TEHPFC will perform its public functions by owning and supporting the construction and operation of the Development to be built on the Property, (iii) the Regulatory Agreement recorded with the county requires the Property meet the Affordability Requirements, and (iv) TEHPFC will grant a leasehold interest in the Property to Lessee. Therefore, each Property and Lessee's leasehold interest in each Property meet the requirements for and should both receive the Tax Exemption, and each Property should be listed on the tax rolls in TEHPFC's name.

<sup>&</sup>lt;sup>1</sup> TEX. LOC. GOV'T CODE § 303.002

<sup>&</sup>lt;sup>2</sup> Id. at § 303.042(c)

<sup>&</sup>lt;sup>3</sup> Id. at § 303.042(c)

<sup>&</sup>lt;sup>4</sup> Tex. Loc. Gov't Code §§ 303.042(f), 379B.011(b)

<sup>&</sup>lt;sup>5</sup> Tex. Tax Code § 25.07(a)

# RQ-0481-KP

FILE# ML-48185-22 I.D.# 48185





# SENATOR PAUL BETTENCOURT

The Honorable Ken Paxton Texas Attorney General ATTN: Committee Opinion PO Box: 12458 Austin, TX 78711

October 10, 2022

Re: Request for legal opinion of the application of Sec. 303.042(f), Texas Government Code

Dear General Paxton:

This letter serves as a formal request for your opinion regarding the authority of a public facility corporation (PFC) sponsored by a municipal management district created by statute to purchase and acquire property outside of the district's jurisdictional boundaries and whether a corporation's acquisition of property outside of its sponsoring district's boundaries furthers a public interest.

#### Background

Chapter 303, Texas Local Government Code, authorizes sponsor governmental bodies to create a public facility corporation (PFC). A PFC acts on behalf of its sponsor, aiding and assisting the accomplishment of the sponsor's purposes. In the ordinary course, a PFC may issue bonds to acquire or construct public facilities. Section 303.021, Texas Local Government Code. The PFC program clearly contemplates its assistance of the sponsor within the sponsor's jurisdiction.

The PFC program also requires benefit. Section 303.023, Texas Local Government Code, provides that a requirement to incorporate a PFC is a determination by the governing body of a sponsor "that it is the public interest and to the benefit of the sponsor's residents and the citizens of this state." (Emphasis added.) The PFC must provide a benefit to the sponsor's residents. If not, the PFC may not be incorporated.

Section 303.024(a)(10), Texas Local Government Code, provides that "The articles of incorporation of the corporation must include... a statement that the sponsor has specifically authorized the corporation to act on its behalf to further the public purpose set forth in the articles of incorporation." Thus, combined with the requirement of benefit, there is a legal nexus between the PFC and the sponsor's purposes. A PFC must further the purposes of the sponsor. Conversely, a PFC is not authorized to engage in activities beyond the scope of the sponsor's purposes, which would be ultravirus activities.

In 2015, the Texas Legislature created Section 303.042(f) of the Texas Local Government Code, which grants that during the period of time that a public facility corporation (PFC) owns a particular public facility, a leasehold or other possessory interest in the real property of the public facility granted by the

CAPITOL OFFICE: P.O. Box 12068 Austin, Texas 78711-2068 (512) 463-0107 Fax: (512) 463-8810

COMMITTEES:
SENATE COMMITTEE ON LOCAL GOVERNMENT - CHAIR
FINANCE
EDUCATION
CRIMINAL JUSTICE
SPECIAL COMMITTEE ON REDISTRICTING

DISTRICT OFFICE: 11451 Katy Freeway, Suite 209 Houston, Texas 77079 (713) 464-0282 Fax: (713) 461-0108 corporation shall be treated in the same manner as a leasehold or other possessory interest in real property granted by an authority under Section 379B.011(b) of the Texas Local Government Code.

Section 303.042(f), Texas Local Government Code, exempts PFC-issued leasehold interests from the tax treatment of leasehold interests under Section 25.07(a), Texas Tax Code, but only after the PFC holds a public hearing, at a regular meeting of the PFC's governing body. (This requirement of a public hearing acknowledges an interest of the general public in the geographic area of the PFC's activities, typically in the geographic area of the sponsor.) When a PFC leases land (and improvements built on that land) to an entity controlled by a private, for-profit development entity, that leasehold interest is taxed in the name of the PFC and is 100% exempt from property taxes.

No situation more clearly demonstrates the need for PFC activities to be within the jurisdictional geography of its sponsor, than these activities which exempt property from ad valorem taxation. The benefits of pursuing a public policy must be weighed against the costs of forgoing property taxes. For this analysis to work properly, the benefits and costs must both be of the sponsor. If an activity costs other governmental bodies, but does not cost the sponsor, the analysis breaks down.

In other words, it flies in the face of good public policy to authorize a PFC to extend an ad valorem tax exemption to a property not within the sponsor's jurisdiction, but within the jurisdiction of other governmental bodies. One governmental entity, through its PFC, would unilaterally impose a cost of the citizens of another governmental entity. The other governmental entity, governed by the representatives of its citizens, would be unable to exercise its discretion. Given Texas' republican form of government (see Article I, Section 2, Texas Constitution) this may well violate the Texas Constitution.

Take for example a hypothetical in which the City of X incorporates a PFC and the PFC makes tax-exempt numerous properties in the City of Y. The tax exemption causes the City of Y to lose significant tax revenue, which it must make up in tax and fee increases on its own citizens. Meanwhile, the City of X receives lucrative income from fees paid by the recipients of the tax exemption. This would be unconscionable, would be an abuse of the PFC program, and is not legal when properly considering benefit and the limitations of the sponsor's purposes. Activities within City Y are not a purpose of City X. Activities within City Y do not benefit City X's citizens and land owners. Therefore, Chapter 303, Texas Local Government Code, does NOT authorize these activities.

In 2019, the Texas Legislature passed House Bill 4694, creating the SH130 Municipal Management District (MMD) No. 1 under Chapter 3971, Subtitle C, Title 4, Special District Local Laws Code (the "MMD Creation Act"). Sec. 3971.0103 states, among other things, that "the creation of the district is essential to accomplish the purposes of Sections 52 and 52-a, Article III and Section 59, Article XVI, Texas Constitution, and other purposes stated in the chapter" and "the creation of the district is necessary to promote, develop, encourage, and maintain employment, commerce, transportation, housing, tourism, recreation, the arts, entertainment, economic development safety, and the public welfare in the district."

In addition to any limitations under Chapter 303, Texas Local Government Code, the MMD's use of a PFC is limited by the MMD Creation Act and the general law for MMDs, Chapter 375, Texas Local Government Code. (the "MMD Act"). The MMD is authorized to exercise its powers in furtherance of its purposes. Its purposes are to provide benefit to the MMD's citizens and landowners. An activity that does not benefit the MMD and its citizens and landowners is not within the purposes of the MMD.

The SH130 MMD No. 1's board of directors appointed directors to the Texas Essential Housing PFC on August 31, 2021. Recent reporting indicates that the Texas Essential Housing PFC subsequently began approving development agreements for multifamily residential developments and continues to acquire existing multifamily residential properties outside of SH130 MMD No. 1's jurisdictional boundaries.

[https://www.houstonchronicle.com/politics/texas/article/How-a-tiny-Austin-area-government-is-scoring-big-17491395.php]

The effect of these types of acquisitions is the granting of significant property tax exemptions to private developers in taxing jurisdictions where both the local taxing units and taxpayers have no opportunity to provide input on the effects of the granting of these exemptions to local governments and their communities.

#### Request

- 1. Does a Public Facility Corporation created by a sponsor pursuant to Chapter 303 of the Texas Local Government Code have the authority to acquire real property for leasehold outside of the sponsor's jurisdictional boundaries?
- 2. If a Public Facility Corporation is authorized to acquire real property for leasehold outside of the sponsor's jurisdictional boundaries, must there be a demonstration and determination of benefit to the residents and property owners within the sponsor's jurisdictional boundaries?
- 3. Does ownership of a multifamily residential development outside of a municipal management district's boundaries by a public facility corporation created by the municipal management district qualify as being within the statutory purposes of the municipal management district, in the public interest of the municipal management district, and to the benefit of the district's residents and landowners?

Thank you for the time and assistance in this matter. I would be glad to provide any additional information you may require to address this important matter to Texas taxpayers.

Sincerely,

Paul Bettencourt

Chair, Senate Committee on Local Government

Fed Bellerwat

cc: Ryan Fischer, Director of Intergovernmental Relations, Office of the Attorney General

**Meeting Date:** 11/01/2022

School of EMS ALS Affiliation Agreement **Submitted By:** Michael Knipstein, EMS

**Department:** EMS

Agenda Category: Regular Agenda Items

#### Information

26.

#### Agenda Item

Discuss, consider and take appropriate action on approving the ALS Education Affiliation Agreement between Williamson County and The EMS Training School LLC.

#### **Background**

This is a request to approve the affiliation agreement with The EMS Training School LLC. This will allow students of The EMS Training School LLC that are Round Rock Fire Department personnel to receive supervised experience in a professional setting under direct supervision of WCEMS qualified personnel during an EMS ride out.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

#### Agreement

#### Form Review

Inbox Reviewed By Date

 Hal Hawes
 Hal Hawes
 10/26/2022 03:12 PM

 County Judge Exec Asst.
 Becky Pruitt
 10/26/2022 03:23 PM

Form Started By: Michael Knipstein Started On: 10/26/2022 02:40 PM

Final Approval Date: 10/26/2022

## ALS (ADVANCED LIFE SUPPORT) EDUCATION AFFILIATION AGREEMENT FOR EMERGENCY MEDICAL PRECEPTOR PROGRAM BETWEEN

# WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES AND SCHOOL OF EMS

This Agreement is between Williamson County Emergency Medical Services (hereinafter referred to as "COUNTY") and The EMS Training School LLC d/b/a School of EMS (hereinafter referred to as "School of EMS").

#### RECITALS:

School of EMS provides courses of study in emergency medical services to students enrolled in its paramedic program of study.

School of EMS desires program components that will provide to the student's clinical experience as part of their educational instruction.

COUNTY, through its Emergency Medical Services Department, has facilities that can provide a clinical setting for educational instruction and is willing to make available the use of its facilities to School of EMS for the Round Rock Fire Department students only enrolled in the paramedic program of study.

COUNTY and School of EMS desire to enter into this Educational Affiliation Agreement in accordance with the terms stated below:

#### TERMS:

## RESPONSIBILITIES OF SCHOOL OF EMS

- 1. School of EMS shall be responsible for their supervised instruction and grading of Round Rock Fire Department students. Round Rock Fire Department students shall have satisfactorily completed curriculum prerequisites for participation in the internships or rotations.
- 2. School of EMS instructors shall possess current and appropriate professional credentials or certifications and School of EMS shall be responsible for the coordination and implementation of the program of study.
- 3. Services rendered by School of EMS instructors and students—shall be without charge to COUNTY. School of EMS instructors and students shall not be responsible for the quality of patient or client care.
- 4. Neither School of EMS instructors nor students shall be deemed to be COUNTY employees, nor shall they be entitled to any COUNTY benefits, compensation, or workers compensation benefits.
- 5. School of EMS shall annually provide COUNTY with anticipated enrollments of Round Rock Fire Department students for courses intending to provide clinical internships or experience through this Agreement. The number of students and the schedule of use of COUNTY's facilities shall be subject to annual, mutual approval.
- 6. School of EMS shall provide COUNTY with a list of Round Rock Fire Department students authorized to participate in the clinical instruction facilitated under this Agreement. School of EMS shall promptly inform COUNTY in writing of any student withdrawing from the course or otherwise unqualified to continue the internship or clinical experience made available under this Agreement.

- 7. School of EMS shall require all instructors and students to abide by all applicable policies, regulations and laws governing the facility or its work environment. School of EMS shall withdraw authorization for participation under this Agreement for any instructor or student found to have committed a violation of applicable policies, regulations, or laws, or determined by COUNTY to be unqualified to continue in the program,
- 8. During the term of this Agreement, School of EMS shall maintain a professional liability insurance policy with a limit of liability of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate that covers the activities of School of EMS's students, employees, and faculty under this Agreement. School of EMS shall ensure that each current student, employee, and faculty member is individually insured under such policy in the above-stated amounts and shall provide COUNTY with a proof of such insurance coverage each year, and at other times upon request. School of EMS agrees to require each student to be covered by or to carry accident insurance for injury while enrolled in the program, and to ensure that each employee or faculty member is covered by worker's compensation in surance while participating in the program. No student or faculty member shall be permitted to participate in the program until such insurance coverage has been verified to the satisfaction of COUNTY.
- 9. School of EMS agrees to secure a release of liability form from each student from Round Rock Fire Department and faculty member who will participate in the program in a form acceptable to COUNTY.

#### RESPONSIBILITIES OF COUNTY

- 10. COUNTY shall, on a space available basis, the use of designated facilities to provide a clinical education to participating Round Rock Fire Department students. COUNTY agrees to provide evaluations for student coursework done on forms provided by School of EMS.
- 11. COUNTY shall provide an orientation session to inform Round Rock Fire Department students and School of EMS staff about the rules, regulations, policies, and procedures of the facilities.
- 12. COUNTY agrees to provide, on a space-available basis, the use of conference rooms, classrooms, lounges and lockers to the instructors and the students.
- 13. COUNTY shall notify School of EMS of any change of any accreditation or status concerning a facility and affecting internship or course requirements for clinical experience at a School of EMS credited facility. Representatives of School of EMS crediting agency for School of EMS shall be permitted to conduct inspections for purposes relating to School of EMS's accreditation.
- 14. COUNTY shall cooperate with School of EMS in matters relating to academic performance and student conduct relating to course work performed under this Agreement.
- 15. Unless prohibited or restricted by law, COUNTY shall timely notify an instructor or student of any instance in which a facility employee has been exposed to blood-borne or airborne pathogens and the student or instructor may have been exposed in the same instance. Notification shall be provided in a time frame sufficient to allow the student or faculty member to seek appropriate treatment for potential exposure.
- 16. COUNTY shall obtain and maintain all licenses required for its participating facilities and shall assure that COUNTY personnel are appropriately licensed.
- 17. In the event emergency care is required for an School of EMS student or faculty member, it shall be provided in the same manner that emergency care is provided to COUNTY employees and the general public. Emergency care provided by COUNTY shall be at the expense of the student or faculty member.

#### MUTUAL RESPONSIBILITIES

- 18. The Parties agree to designate a liaison for each program to do the following:
  - A Meet annually, or more often as needed, to schedule use of the facilities.
  - B. Meet on a per semester basis to set the number of Round Rock Fire Department students allowed to participate.
- C. Design and approve curriculum assignments as they affect the operation of the facility and as affected by School of EMS crediting standards.
- D. Meet to review protocols, policies and rules and regulations concerning the operation of the facility and its use under this Agreement.
- E. Meet annually to evaluate changes or amendments to this Agreement or the performance of the Agreement.
- 19. In the event any claim or demand is made on one of the Parties for actions relating or authorized by this Agreement, the other party shall be notified of such claim or demand in writing within five business (Monday-Friday) days. COUNTY shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of School of EMS, its employees, agents or students under this Agreement. School of EMS shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of COUNTY or its employees under this Agreement.
- 20. Notices shall be in writing and shall be effective when received. Notices shall be delivered in person or by certified mail, return receipt requested, to the following addresses:

Mike Knipstein WCEMS Director PO Box 873 Georgetown, TX 78627 512-943-1264

And

Amber Young Clinical Services Manager School of EMS 115 Jordan Plaza BLVD. Tyler, Texas 75704 903-405-4759

#### **ADDITIONAL TERMS**

- 21. Compensation benefits for this Agreement shall include \$1.75/hour per ALS student to be paid by School of EMS to the COUNTY. Compensation shall be paid to COUNTY within thirty (30) days from the date of the COUNTY'S invoice for payment.
- 22. School of EMS acknowledges that COUNTY is a hybrid entity under the privacy regulations of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy Rule"). COUNTY has designated its Emergency Medical Services Department as a health care component, as defined in HIPAA, and the Department is therefore required to comply with the HIPAA Privacy Rule. This compliance includes obtaining written contractual assurances from School of EMS that School of EMS, its employees and agents will protect all individually identifiable health information they may access or use under this Agreement in accordance with the terms of the HIPAA Business Associate Agreement, which is hereby attached to and made a part of this Agreement, for all purposes, as Exhibit "C".
- 23. The parties agree that COUNTY shall at all times maintain the right to terminate a student's participation in the program if COUNTY, in its sole discretion, determines that the student's continued participation would be disruptive to the program or the operations of the facility, or would pose a danger.

- 24. School of EMS instructors and Round Rock Fire Department students shall maintain confidential all records and information concerning patients treated or attended to in COUNTY's facilities. Each School of EMS instructor and student involved in medical, or EMS programs shall be required to sign a confidentiality agreement regarding records and information about patients treated or attended by COUNTY employees.
- 25. Failure of either party to exercise any right or privilege granted by this Agreement shall not operate to waive such right or privilege in the event of subsequent defaults or assertions of right. Neither party waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising under the performance of this Agreement.
- 26. The provisions of this Agreement shall be severable in the event any provision is declared invalid, illegal or unenforceable.
- 27. Either party <u>may terminate this Agreement without cause</u> upon 90 days written notice to the other party. In addition, COUNTY shall have the right to terminate the Agreement immediately in the event the facility becomes inoperable for any reason or COUNTY no longer controls a program.
- 28. Either Party may terminate this Agreement if the other breaches the Agreement and fails to cure such breach within 15 days of receiving notice of breach. If more than 15 days are required to cure the breach, the Parties may agree to an extension of the cure period in writing.
- 29. This agreement is effective when all parties have executed the agreement. The term of the Agreement is through December 31, 2024 unless this Agreement is otherwise terminated pursuant to the termination provision contained in Article 27 of this Agreement. All services shall be completed during this term. This Agreement may be reviewed annually by agreement of both parties via written instrument and subject to required approvals. There is no right or expectation of renewal, and any renewal will be determined at the discretion of both Parties.
- 30. Nothing in this Agreement shall be construed to confer third party rights or to constitute a waiver of any governmental immunity of the parties.
- 31. This Agreement constitutes the entire agreement between the Parties and any prior or contemporaneous agreements, written or oral, are hereby superseded and of no further effect.
- 32. The laws of the State of Texas shall govern the validity, interpretation and enforcement of this Agreement, and venue for any dispute or cause of action shall be in Williamson County, Texas.
- 33. The Parties will comply with applicable federal, state and local laws, ordinances and regulations in the performance of this Agreement.
- 34. The performance of this Agreement shall be undertaken in a manner that does not discriminate against any person on a basis prohibited by law, including but not limited to race, color, national origin, religion, sex, age, veteran status or disability.

Williamson County:

Amber Young

Clinical Services Manager

35. Notwithstanding any other provision of this Agreement, a COUNTY department may suspend participation in this Agreement due to space needs, staff training needs, <u>budgetary issues</u> or other urgent considerations. In the event of suspension, COUNTY shall give School of EMS written notification stating the date of suspension and the date on which participation is anticipated to resume.

Bill Gravell Jr. Williamson County Judge	Date
Mike Knipstein Director Williamson County EMS	10/26/2022 Date
School of EMS:	
TC Howard	10/25/2022   09:20 CDT
TC Howard Chief Operating Officer School of EMS	Date
Amber Young	10/25/2022   09:16 CDT

Date

#### ATTACHMENT A

#### RELEASE OF LIABILITY

In consideration of the educational benefits extended to me by Williamson County Emergency Medical Services Department in making available its facilities for clinical course instruction as part of School of EMS course regarding emergency medical service training, I hereby release and hold harmless Williamson County, its employees and agents from any claim, cause of action or injury that may result during my participation in a Williamson County program due to the negligence of Williamson County, its employees or agents.

Student's signature:	
Printed Name	
Dodo:	

## **Commissioners Court - Regular Session**

**Meeting Date:** 11/01/2022

SH 195 TXDOT Resolution and AFA

Submitted For: Charlie Crossfield

**Department:** Road Bond

Agenda Category: Regular Agenda Items

#### Information

27.

Submitted By: Charlie Crossfield, Road Bond

## Agenda Item

Discuss, consider and take appropriate action on an Advance Funding Agreement for the SH 195 project in Williamson County. Funding Source: Road Bonds P358

## **Background**

## **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

**AFA** 

### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 10/27/2022 09:21 PM

Form Started By: Charlie Crossfield Started On: 10/26/2022 03:27 PM Final Approval Date: 10/27/2022

CSJ#		044	0440-02-023	
District #	14		AFA ID	Z00003635
Code Cha	rt 64 #	50246		
Project Na	ame		195 at Ro ase 1 and	onald Reagan Part A 2

STATE OF TEXAS §

COUNTY OF TRAVIS §

## ADVANCE FUNDING AGREEMENT For Locally Funded Roadway Program On-System

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **County of Williamson**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

## **WITNESSETH**

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS**, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **a new exit ramp on SH 195 in Williamson County**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution dated **11/01/2022**, which is attached to and made a part of this Agreement as Attachment C, Resolution. A map showing the Project location appears in Attachment A, Location Map Showing Project, (Attachment A) which is attached to and made a part of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows

CSJ#		044	40-09-002	0440-02-023
District #	14		AFA ID	Z00003635
Code Cha	rt 64 #	50246		
Project Na	ame	SH 195 at Ro Phase 1 and		onald Reagan Part A 2

#### **AGREEMENT**

## 1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 12
4.	Local Government	Construction Responsibilities	Article 13
5.	Local Government	Right of Way and Real Property	Article 15

## 2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### 3. Scope of Work

The scope of work for this Project consists of the preparation of preliminary engineering (design schematic, right-of-way, utilities, environmental documents / public involvement), plans, specifications and estimates (PS&E) for the construction of a proposed northbound exit ramp on SH 195 to Ronald Reagan Blvd in Williamson County. The work is proposed to be done under the following CSJs / limits:

- **A.** CSJ 0440-09-002, on SH 195 from Ronald Reagan Blvd to 0.484 mile south of Ronald Reagan Blvd.
- **B.** CSJ 0440-02-023, on SH 195 from 0.484 mile south of Ronald Reagan Blvd to 0.74 mile south of Ronald Reagan Blvd.

## 4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget, (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.

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Project Na	ame	SH 195 at Ronald Re Phase 1 and 2		•

- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding or the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

Rev. 12/10/2021

CSJ#		044	40-09-002,	0440-02-023
District #	14		AFA ID	Z00003635
Code Cha	rt 64 #	50246		
Project Na	ame	SH 195 at Ronald Re Phase 1 and 2		•

- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred the State may refuse to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government or the State for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

## 5. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

#### 6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

CSJ#		044	40-09-002,	0440-02-023
District #	14		AFA ID	Z00003635
Code Cha	rt 64 #	50246		
Project Na	ame	SH 195 at Ron Phase 1 and 2		onald Reagan Part A 2

### 7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

#### 8. Utilities

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

## 9. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

### 10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

## 11. Procurement Standards

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

### 12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State

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manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

## 13. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

#### 14. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

## 15. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

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- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must

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be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

### 16. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

### 17. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
County Judge	Texas Department of Transportation
County of Williamson	ATTN: Director of Contract Services
710 S. Main Street, Ste. 101	125 E. 11 <sup>th</sup> Street
Georgetown, TX 78626	Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

## 18. Legal Construction

If 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 any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

## 19. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

### 20. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format

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directed by the State, of photocopy reproduction on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

## 21. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

## 22. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

## 23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in the Texas Uniform Grant Management Standards.

#### 24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

### 25. Audit

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

## 26. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources.

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The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

### 27. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

#### 28. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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## 29. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Kenneth Stewart	Bill Gravell, Jr.
Typed or Printed Name	Typed or Printed Name
Director of Contract Services	County Judge
Typed or Printed Title	Typed or Printed Title
Date	Date

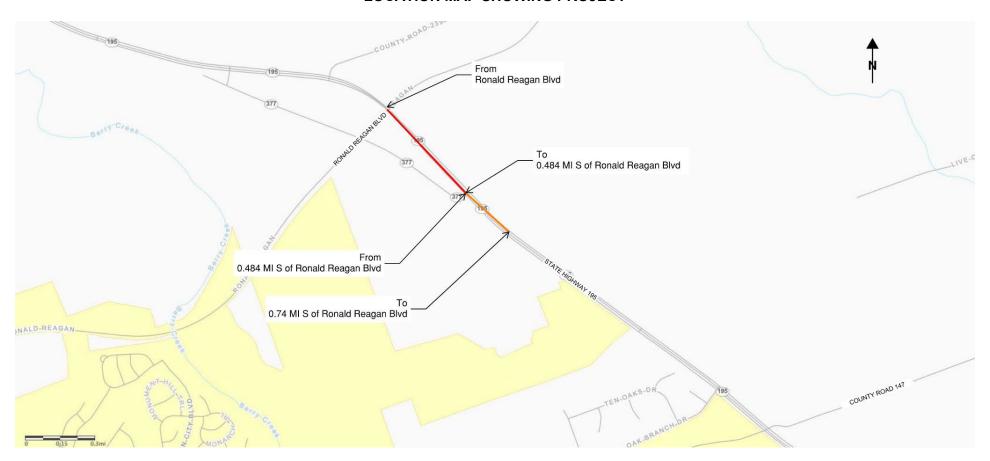
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AFA NonFed LongGen

Rev. 12/10/2021

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## ATTACHMENT A LOCATION MAP SHOWING PROJECT



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## ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 100% Local Government funding until the Local Government funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated	State	Participation	Local Participation		
	Cost	%	Cost	%	Cost	
Engineering (by Local Government)	\$350,000	0%	\$0	100%	\$350,000	
Environmental (by Local Government)	\$15,000	0%	\$0	100%	\$15,000	
Construction 0440-09-023 (by Local Government)	\$745,471	0%	\$0	100%	\$745,471	
Construction 0440-09-002 (by Local Government)	\$1,409,069	0%	\$0	100%	\$1,409,069	
Subtotal	\$2,519,540		\$0		\$2,519,540	
Environmental Direct State Costs	\$12,598	100%	\$12,598	0%	\$0	
Right of Way Direct State Costs	\$3,149	100%	\$3,149	0%	\$0	
Engineering Direct State Costs	\$18,897	100%	\$18,897	0%	\$0	
Utility Direct State Costs	\$3,149	100%	\$3,149	0%	\$0	
Construction Direct State Costs	\$88,184	100%	\$88,184	0%	\$0	
Indirect State Costs (4.73%)	\$119,174	100%	\$119,174	0%	\$0	
TOTAL	\$2,784,691		\$245,151		\$2,519,540	

Initial payment by the Local Government to the State: \$0
Payment by the Local Government to the State before construction: \$0
Estimated total payment by the Local Government to the State \$0. This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:						
CSJ#	CSJ # 0440-09002,0440-02-023					
District	#	‡ 14 AFA ID Z00003635				
Code Cl	Code Chart 64 # 50246					
Project	Project Name SH 195 at Ronald Reagan Part A Phase 1 and 2					

## ATTACHMENT C RESOLUTION

STATE OF TEXAS

\* THE COMMISSIONERS COURT
OF

**COUNTY OF WILLIAMSON** 

WILLIAMSON COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENT that on this, the 1th day of Sept 2022, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

## **RESOLUTION:**

WHEREAS, improvements to SH 195 at Ronald Reagan Blvd are proposed for construction, as further described below (the "Project"). This Project is an element of the 2019 Road Bond Program; and

WHEREAS, the project would improve safety and mobility for local traffic conditions at this location; and

WHEREAS, the County has moved forward with project development of the Project, including environmental clearance, construction design, and utility coordination; and

WHEREAS, an Agreement with TXDOT for a Strategic Priority Program On-System Project, which will allow for preliminary engineering (schematic, environmental, utilities, right-of-way), plans, specifications, and estimates (PS&E), and construction of the following Project in Williamson County, Texas:

- A. CSJ #0440-09-002: Construct an exit ramp from Ronald Reagan Blvd to 0.484 MI S of Ronald Reagan Blvd.
- B. CSJ #0440-02-023: Construct an exit ramp from 0.484 MI S of Ronald Reagan Blvd to 0.74 MI S of Ronald Reagan Blvd.

TxDOT:							
CSJ#	CSJ # 0440-09002,0440-02-023						
District	#	‡ 14 AFA ID Z00003635					
Code Cl	Code Chart 64 # 50246						
Project	Project Name SH 195 at Ronald Reagan Part A Phase 1 and 2						

WHEREAS, costs are shared between local and State governments as outlined in an Advance Funding Agreement, and

Advance Funding Agreement, and of Transportation for the Project refauthorized to execute all documents	nty Commissioners Court does hereby approve the enter into this agreement with the Texas Department ferenced above by the two CSJ. The County Judge is necessary to complete this transaction. , 2022.
KESOLVED inisaay oj	
	Bill Gravell Jr., County Judge
Attacts	
Attest:	
	_
Nancy E. Rister, County Clerk	

## **Commissioners Court - Regular Session**

**Meeting Date:** 11/01/2022

**Temporary Construction Workspace Easement** 

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

**Department:** Road Bond

Agenda Category: Regular Agenda Items

#### Information

28.

### Agenda Item

Discuss, consider and take appropriate action on a Temporary Construction Workspace Easement with the City of Liberty Hill for property owned by Williamson County and being used to construct the Butler Offsite Wastewater Extension Improvements.

## **Background**

### **Fiscal Impact**

From/To	Acct No.	Description	Amount

## **Attachments**

**TCE** 

### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 10/27/2022 09:21 PM

Form Started By: Charlie Crossfield Started On: 10/26/2022 03:31 PM Final Approval Date: 10/27/2022

### TEMPORARY CONSTRUCTION WORKSPACE EASEMENT

CR 214/Butler Offsite Wastewater Extension Improvements

THE STATE OF TEXAS

COUNTY OF WILLIAMSON 

\$ KNOW ALL BY THESE PRESENTS:

§

That WILLIAMSON COUNTY, TEXAS, referred to as "Grantor", in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid by CITY OF LIBERTY HILL, TEXAS, ("GRANTEE"), whose address is P.O. Box 1920, Liberty Hill Texas, 78642, Attn: City Secretary, does hereby grant to GRANTEE, its agents, contractors, successors and assigns, a temporary construction workspace easement for the purpose of additional workspace and temporary storage of material and equipment to allow construction and installation of proposed waste water line facilities and other necessary structures and related appurtenance construction ("Project"), such Project to be located within adjacent easements or right of way owned or possessed by GRANTEE, in, along, upon and across the property located in the County of Williamson, State of Texas, being twenty-five (25) feet immediately parallel and adjacent to the southern boundary of the existing Pressure Sewer System Easement recorded as Document No. 2007067652, Official Records of Williamson County, Texas and/or the eastern boundary of Liberty Meadow Drive right of way; further described or located in Exhibits "A-B" (the "Property") attached hereto and made a part hereof for any and all purposes.

For the consideration above recited and the mutual covenants and conditions herein contained the parties further agree as follows: N/A.

Following completion of work within the temporary construction workspace easement area described in Exhibits "A-B", if GRANTEE has removed or damaged improvements, herbage, or planted landscaping within said easement area or otherwise on Grantor's property, GRANTEE shall at its expense restore properties injured by GRANTEE's activities as closely as commercially possible to substantially the same condition as existed previous to GRANTEE's entry upon the particular property, taking into account the proposed modifications as described herein.

To the extent allowed by law, GRANTEE shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of GRANTEE's agents or employees in the course of their employment in carrying out the purposes of this Easement.

This Easement and License shall be in full force and effect at all times during the accomplishment and completion of the construction Project activities described above. Said Easement shall terminate and all use rights within land area shall revert to the Grantor, their heirs, and assigns, and all interest conveyed herein shall cease on the expiration of the earlier of: (i) nine (9) months from the date of first entry upon the property described in Exhibits "A-B" for the purposes set out herein; (ii) on the date of completion of construction and acceptance of the Project facilities described above; or (iii) December 31, 2024.

Grantee shall only remove any hardwood trees larger than ten (10) inches in diameter from the temporary construction workspace easement areas if approved and determined by the City Engineer in advance to be necessary and required for reasonable access to the Property to carry out the purposes identified herein.

(Notary Seal)

IN WITNESS WHEREOU upon the date of the last notarized st	-		have execut	ted this i	nstrument	to be	effective
GRANTOR:							
WILLIAMSON COUNTY, TEXAS	5						
By:Bill Gravell, Jr., County Judge							
	<u>A</u>	Acknowledg	ment				
STATE OF TEXAS	8 8						
COUNTY OF WILLIAMSON	§						
This instrument was acknowledged Gravell, Jr., in the capacity and for t			sideration rec	ited here	in.		, by Bill

Notary Public in and for the State of Texas

AGREED:	
CITY OF LIBERTY HILL, TEXAS	
By:	
Name:	
Its:	
	_
	Acknowledgement
State of Texas County of Williamson	
This instrument was acknowledged before	re me on by
herein.	in the capacity and for the purposes and consideration recited
	N. D. I.I. G. C. C.T.
	Notary Public—State of Texas
After recording return to:	



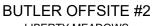
BUTLER OFFSITE #2
WILLIAMSON COUNTY, TEXAS

SCALE: 1" = 100'

WILLIAMSON COUNTY, TEXAS TEMPORARY CONSTRUCTION EASEMENT EXHIBIT "A"







LIBERTY MEADOWS TEMPORARY CONSTRUCTION **EASEMENT** 

EXHIBIT "B"



5508 HIGHWAY 290 WEST SUITE 150 AUSTIN, TEXAS 78735 512.872.6696 HRGREEN.COM

DEVELOPMENT TX 7/20/2022

## **Commissioners Court - Regular Session**

**Meeting Date:** 11/01/2022

First Amended Development Agreement for CR 111

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

**Department:** Road Bond

Agenda Category: Regular Agenda Items

#### Information

29.

## Agenda Item

Discuss, consider and take appropriate action on a First Amended Development Agreement between Williamson County and 600 Westinghouse Investments, LLC regarding the Design and Construction Costs related to the Westinghouse Road Project. Funding Source: Road Bonds P292

## **Background**

### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

### Agreement

## Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 10/27/2022 09:22 PM

Form Started By: Charlie Crossfield Started On: 10/26/2022 03:34 PM Final Approval Date: 10/27/2022

FIRST AMENDED DEVELOPMENT AGREEMENT BETWEEN WILLIAMSON COUNTY AND 600 WESTINGHOUSE INVESTMENTS, LLC REGARDING THE DESIGN AND CONSTRUCTION COSTS RELATED TO THE WESTINGHOUSE ROAD PROJECT

STATE OF TEXAS § FIRST AMENDED DEVELOPMENT

**§ AGREEMENT REGARDING THE DESIGN** 

§ AND CONSTRUCTION COSTS RELATED

COUNTY OF WILLIAMSON § TO THE WESTINGHOUSE ROAD PROJECT

This FIRST AMENDED DEVELOPMENT AGREEMENT (the "Amended Agreement") is entered into by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, ("County") and 600 Westinghouse Investments, LLC ("Developer" and collectively, the "Parties"). The Effective Date of this Amended Agreement is the date approved by the Williamson County Commissioners Court.

WHEREAS, Developer owns approximately 128.37 acres (referred to as the "Property") located at the southeast corner of CR 110 and CR 111 and as described in **Exhibit "A"**, attached hereto.

WHEREAS, on the 31<sup>st</sup> day of March, 2020, Developer and County entered into a Development Agreement (the "Agreement") regarding the engineering, design and construction of Westinghouse Road, a roadway connecting CR 111 to CR 110, through the Property (the "Project"), the approximate location of which is shown on **Exhibit "B"**, attached hereto.

WHEREAS, since the approval of the Agreement, the County is and has been in the process of designing proposed casings for the stormwater utility adjustments or improvements associated with the Project, and Developer has requested that the Agreement be amended to add additional stormwater pipe and casing facilities scope to the project (the "Developer Project"), the location, scope, specifications and plan design of which is identified in Exhibit "A-1" attached hereto and incorporated herein.

WHEREAS, the Developer and County desire to design, engineer and construct the Project pursuant to the terms and conditions stated herein.

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the County and Developer hereby agree to the following amendment to the Agreement:

A.

That **Section C, DEVELOPER OBLIGATIONS**, of the Agreement is hereby amended as follows:

## C. DEVELOPER OBLIGATIONS

3. To effectuate the Developer Project described herein by this Amended Agreement, Developer shall deliver \$276,200 to County for the materials installation of casing and reinforced concrete pipe ("Developer Project Payment") set forth in the plans and specifications identified in **Exhibit "A-1"** attached hereto. The Developer Project Payment shall be made prior to the County's obligation to construct the Developer Project, as set forth in Section B below.

B.

That **Section D, COUNTY OBLIGATIONS**, of the Agreement is hereby amended as follows:

## D. <u>COUNTY OBLIGATIONS</u>

7. In exchange for the Developer Project Payment, County shall acquire the materials and construct the improvements set forth in the plans and specifications identified in **Exhibit "A-1"** attached hereto.

C.

All other terms and conditions of the Agreement shall remain in full force and effect.

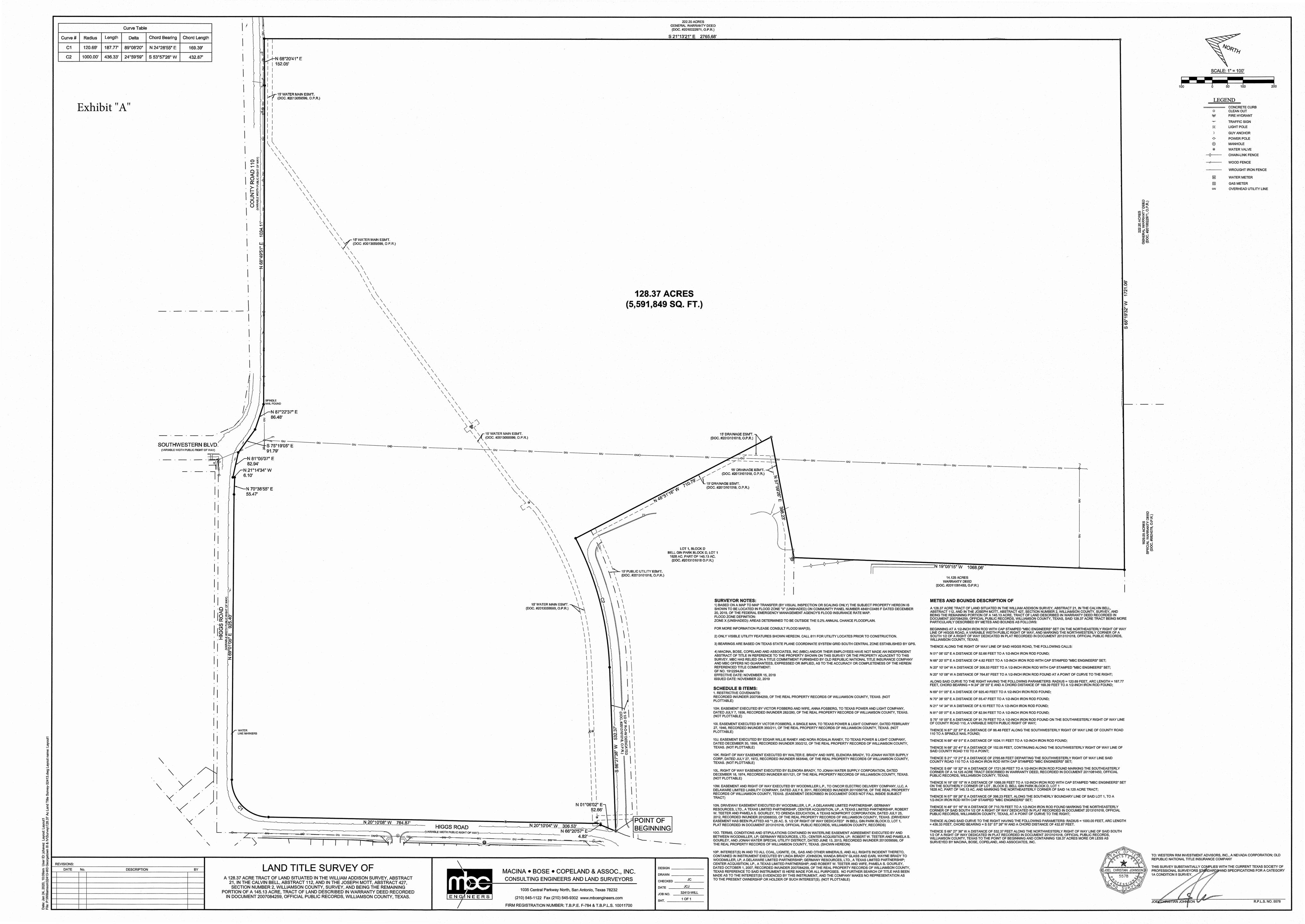
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SIGNED as of this	day of	, 2022.		
		WILLIAMSON COUNTY		
		By: Bill Gravell Jr., County Judge		
ATTEST:				
Nancy Rister, County Cl	erk			

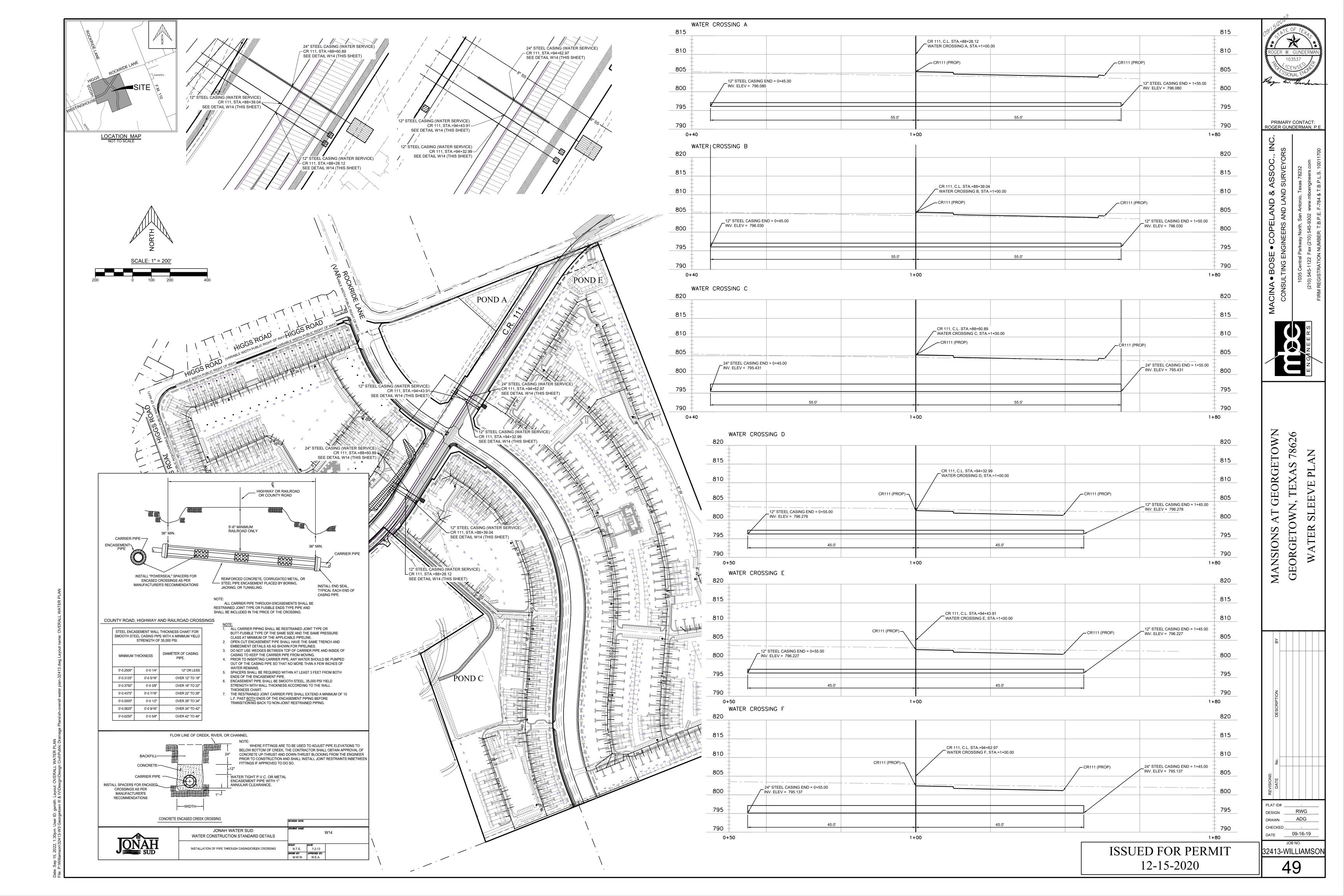
600 Westinghouse Investments, LLC

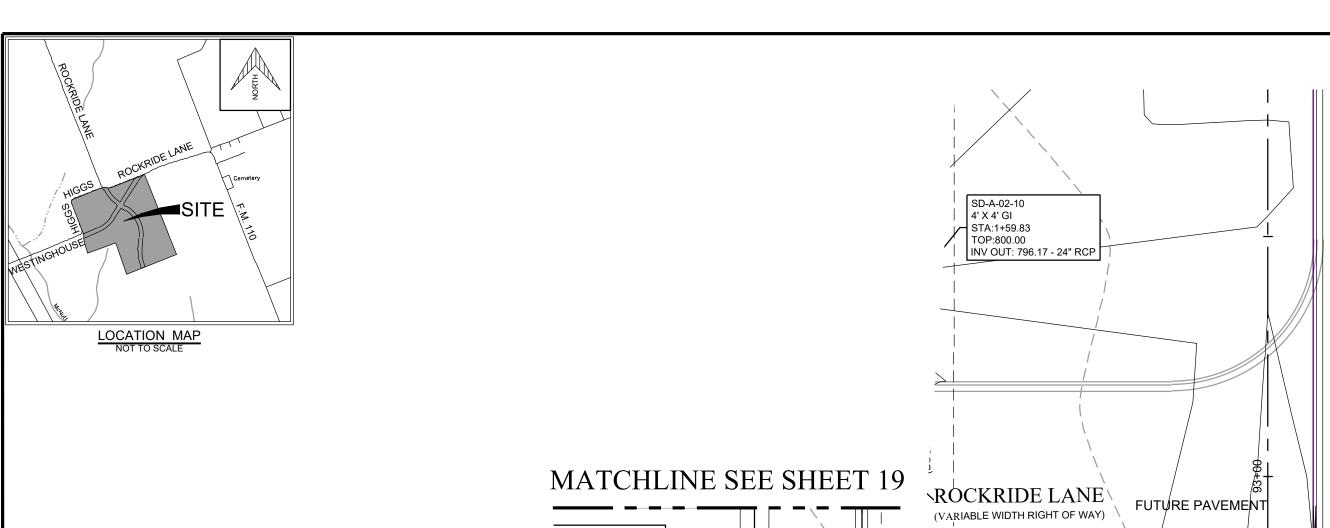
By: Matthew Hiles, Executive Vice President

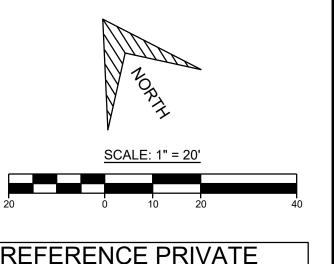
## EXHIBIT A PROPERTY



## EXHIBIT A-1 DEVELOPER PROJECT PLANS AND SPECIFICATIONS







REFERENCE PRIVATE DEVELOPMENT PLANS FOR DETAILS.

PRIMARY CONTACT: ROGER GUNDERMAN, P.E

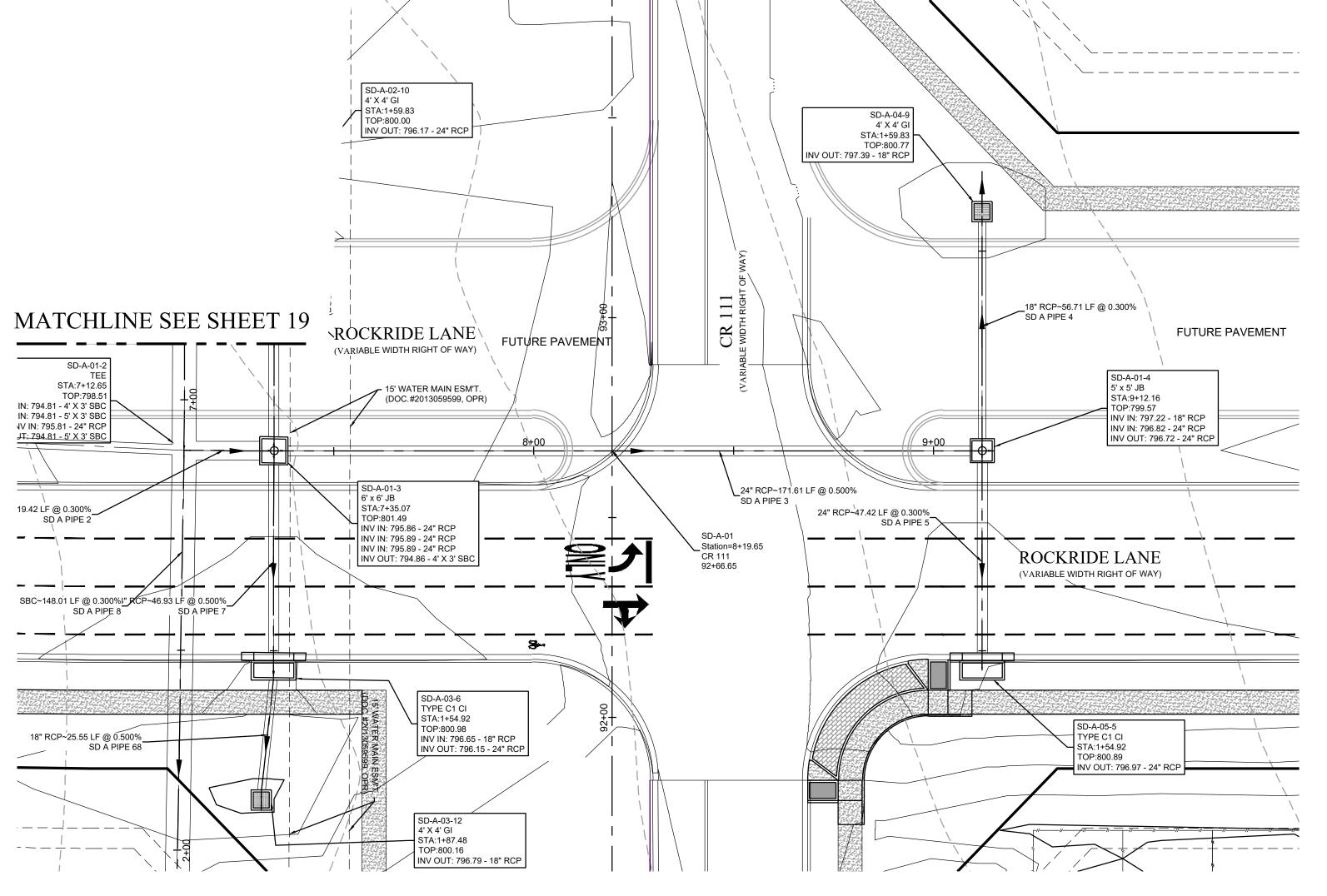


78626 6+80-STA. MANSIONS ADDITION WILLIAMSON COUNTY, TE DRAIN LINE B STA.

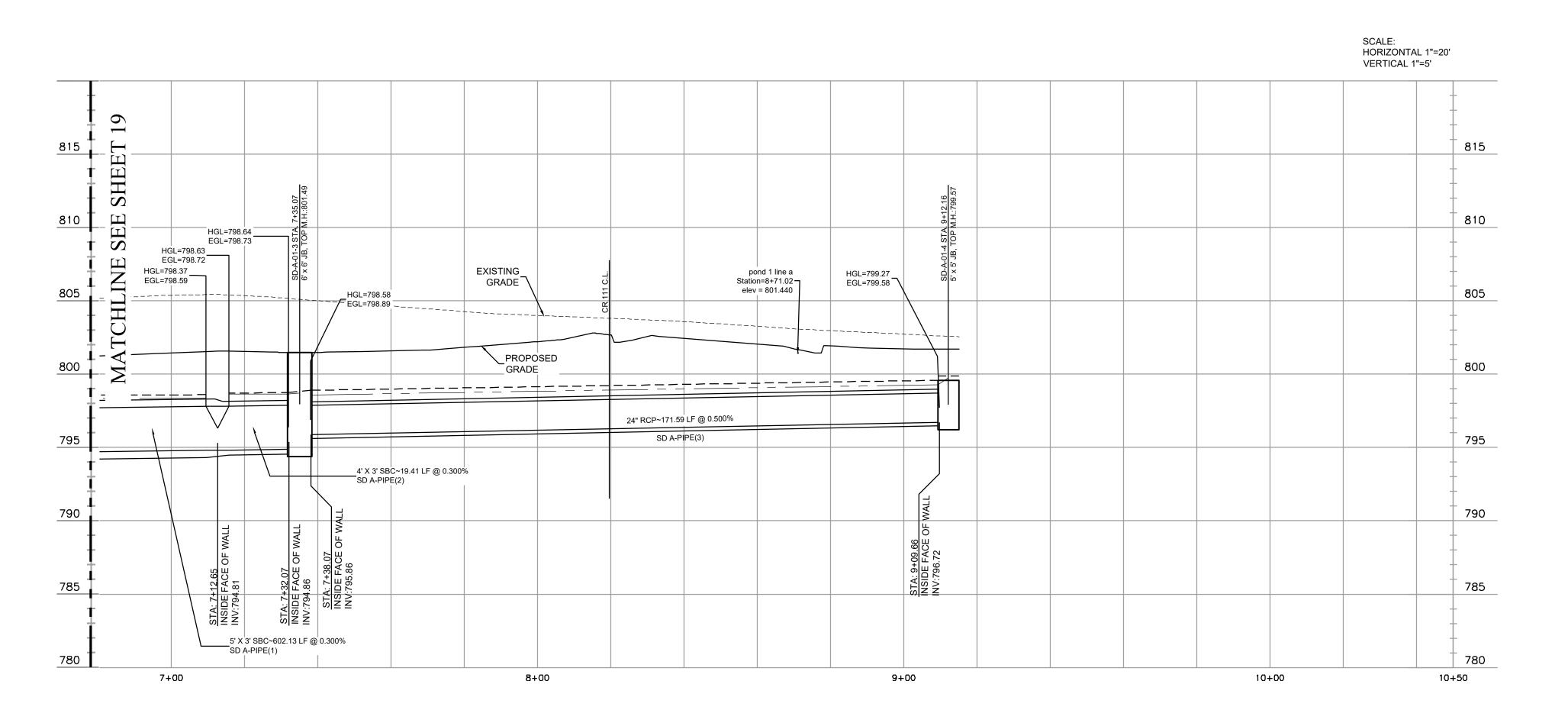
DESIGN RWG ADG DATE 09-16-19

ISSUED FOR PERMIT

32413-WILLIAMSON 12-15-2020



## POND A STORM DRAIN LINE B SCALE: 1"=20'



# EXHIBIT B PROJECT PROPERTY DESCRIPTION

#### **EXHIBIT B**

County:

Williamson

Parcel:

13

Highway:

County Road 111 (Westinghouse Road)

#### **PROPERTY DESCRIPTION FOR PARCEL 13**

BEING a 7.345 acre parcel (319,955 Square Feet) of land, situated in the C. Bell Survey, Abstract No. 112, in Williamson County, Texas, being a part of the remainder portion of a called 145.13 acre tract of land described in a Warranty Deed to Woodmiller, LP., et al, recorded in Document No. 2007084259 of the Official Public Records of Williamson County, Texas. Said 7.345 acre parcel being more particularly described as follows:

**COMMENCING** at a 1/2-inch iron rebar found (Surface Coordinates = N: 10,192,156.74, E: 3,144,842.23) for an angle point in the west line of said remainder portion of the 145.13 acre tract and being in the existing easterly right-of-way line of County Road No. 111, commonly known as Westinghouse Road (being a variable width right-of-way at this point), said 1/2-inch iron rebar found being 659.14 feet left of and at a right angle to Engineers Centerline Station 77+17.86, from which a 1/2-inch iron rebar found for an angle point in said west line of the remainder portion of the 145.13 acre tract and said existing easterly right-of-way line of County Road No. 111, bears North 20°09'00" West, a distance of 465.81 feet;

THENCE, South 20°26′30″ East, along said west line of the remainder potion of the 145.13 acre tract and said existing easterly right-of-way line of County Road No. 111, a distance of 567.02 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the **POINT OF BEGINNING** (Surface Coordinates = N: 10,191,625.43, E: 3,145,040.28) of the herein described tract, said 1/2-inch iron rebar with cap set being 92.96 feet left of and at a right angle to Engineers Centerline Station 76+87.12;

THENCE, departing said existing easterly right-of-way line of County Road No. 111, over and across said remainder portion of the 145.13 acre tract and along the proposed northwesterly right-of-way line of County Road No. 111, the following nine (9) courses and distances:

- 1. **South 72°32'45" East**, a distance of **38.03 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a corner;
- 2. **North 66°27'00" East,** a distance of **492.19 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the point of curvature of a curve to the left;
- 3. Northeasterly along the arc of said curve to the left having a radius of **932.00 feet**, an arc length of **551.19 feet**, a delta angle of **33°53'30"**, and a chord which bears **North 49°30'15" East**, a distance of **543.19 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the point of tangency;



- 4. **North 32°33'45" East,** a distance of **200.28 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a corner;
- 5. **North 57°26'15" West,** a distance of **11.50 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a corner;
- 6. North 32°33'45" East, a distance of 535.00 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a corner;
- 7. **South 57°26'15" East,** a distance of **11.50 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a corner;
- 8. **North 32°33'45" East,** a distance of **691.55 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the point of curvature of a curve to the right; and
- 9. Northeasterly along the arc of said curve to the right having a radius of 1068.00 feet, an arc length of 31.12 feet, a delta angle of 01°40′15″, and a chord which bears North 33°24′00″ East a distance of 31.12 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the north line of said remainder portion of the 145.13 acre tract and the existing southeasterly right-of-way line of County Road No. 110 (being a variable width right-of-way at this point), from which a cotton spindle found for an angle point in said north line of the remainder portion of the 145.13 acre tract and said existing southeasterly right-of-way line of County Road No. 110, bears South 68°50′00″ West, a distance of 847.38 feet;

THENCE along said north line of the remainder portion of the 145.13 acre tract and said existing southeasterly right-of-way line of County Road No. 110, the following two (2) courses and distances:

- 1. North 68°50'00" East, a distance of 186.92 feet to a 1/2-inch iron rebar found; and
- 2. North 68°17′00″ East, a distance of 113.14 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the proposed southeasterly right-of-way line of said County Road No. 111, from which a 1/2-inch iron rebar found for the northeast corner of said remainder portion of the 145.13 acre tract and the northwest corner of a called 223.20 acre tract of land described in a General Warranty Deed to Bernard S. Anderson and Gladys R. Anderson, recorded in Document No. 2010022971, of said Official Public Records, also being in said existing southeasterly right-of-way line of County Road No. 110, bears North 68°17′00″ East a distance of 38.87 feet;

THENCE departing said existing southeasterly right-of-way line of County Road No. 110, over and across said remainder portion of the 145.13 acre tract and along said proposed southeasterly right-of-way line of County Road No. 111, the following seven (7) courses and distances:

Southwesterly along the arc of a curve to the left having a radius of 932.00 feet, an arc length of 277.77 feet, a delta angle of 17°04'30", and a chord which bears South 41°06'00" West a distance of 276.74 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the point of tangency;



- 2. South 32°33'45" West, a distance of 691.55 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set a corner;
- 3. **South 57°26'15" East,** a distance of **11.50 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a corner;
- South 32°33'45" West, a distance of 535.00 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a corner;
- 5. **North 57°26'15" West,** a distance of **11.50 feet** to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a corner;
- 6. South 32°33'45" West, a distance of 200.28 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the point of curvature of a curve to the right; and
- 7. Southwesterly along the arc of said curve to the right having a radius of 1068.00 feet, an arc length of 181.00 feet, a delta angle of 09°42'30", and a chord which bears South 37°25'00" West, a distance of 180.77 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the west line of said remainder portion of the 145.13 acre tract and the east line of Lot 1, Block D, BELL GIN PARK, a subdivision recorded in Document No. 2013101018, of said Official Public Records;

THENCE along the west line of the remainder portion of the 145.13 acre tract and said east line of said BELL GIN PARK subdivision, the following two (2) courses and distances:

- North 48°49'45" West, a distance of 9.47 feet to a mag nail with washer stamped "RPLS 5784" set for the Northeast corner of said Lot 1 and the southeast corner of a 1.28 acre right-of-way dedication as shown on the subdivision plat of said BELL GIN PARK; and
- North 48°51'30" West, a distance of 56.00 feet to the northeast corner of said 1.28 acre right-of-way dedication and said BELL GIN PARK, also being an interior corner of said remainder portion of the 145.13 acre tract;

THENCE along a south line of said remainder portion of the 145.13 acre tract and along the north line of said 1.28 acre right-of-way dedication and BELL GIN PARK, the following two (2) courses and distances:

- Southwesterly along the arc of a curve to the right having a radius of 1000.00 feet, an arc length of 436.42 feet, a delta angle of 25°00′15″, and a chord which bears South 53°57′15″ West, a distance of 432.96 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the point of tangency; and
- South 66°27′30″ West, a distance of 532.40 feet to a mag nail with washer stamped "RPLS 5784″ set the northwest corner of said 1.28 acre right-of-way dedication and BELL GIN PARK, being the western most southwest corner of said remainder portion of the 145.13 acre tract, and being in said existing easterly right-of-way line of County Road No. 111;

THENCE along said west line of the remainder potion of the 145.13 acre tract and said existing easterly right-of-way line of County Road No. 111, the following two (2) courses and distances:



- 1. North 01°05'15" East, a distance of 52.55 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set; and
- 2. North 20°26'30" West a distance of 53.99 feet to the POINT OF BEGINNING and containing 7.345 acres of land, more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (2011 Adjustment), referenced to the Leica Smartnet Network. Coordinates and distances shown hereon are surface values represented in U.S. Survey Feet. The project grid-to-surface combined adjustment factor is 1.00013.

This property description is accompanied by a separate plat of even date.

I certify that this survey was made on the ground under the direction and supervision of Brian F. Peterson, RPLS (now retired) of the property legally described herein and is correct, to the best of my knowledge and belief.

StegerBizzell, Inc.

Patrick J. Stevens

Registered Professional Land Surveyor, No. 5784

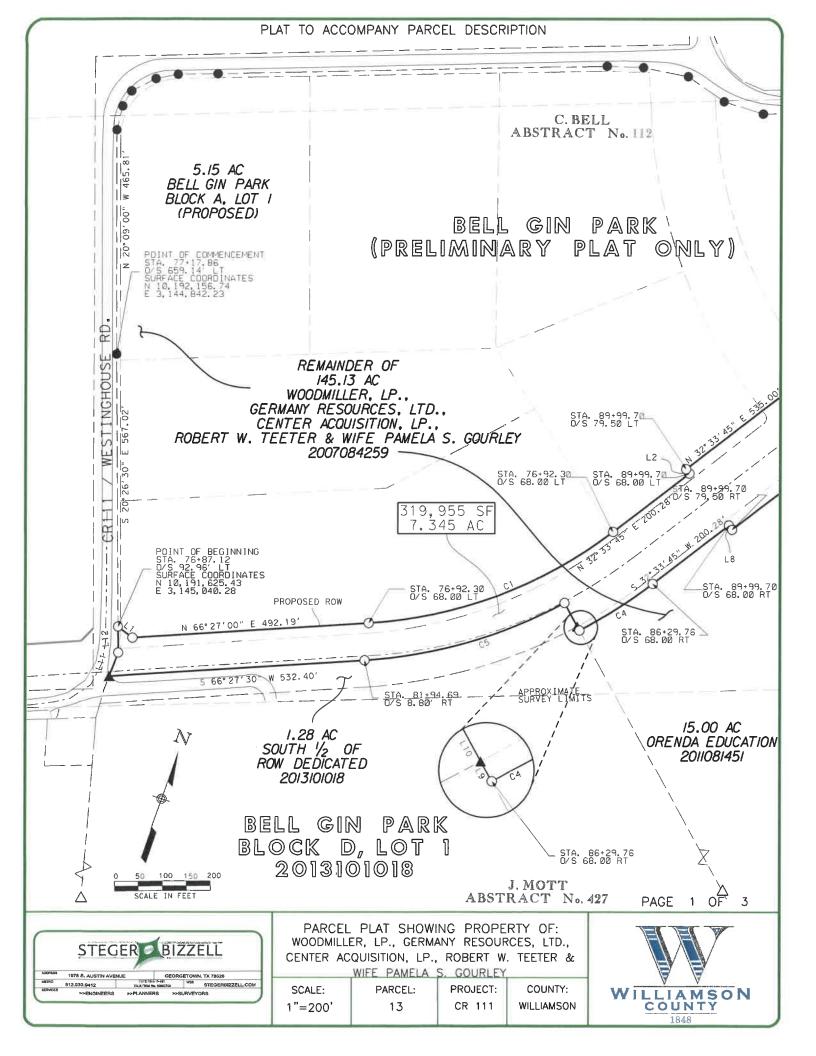
1978 S. Austin Ave, Georgetown, Texas

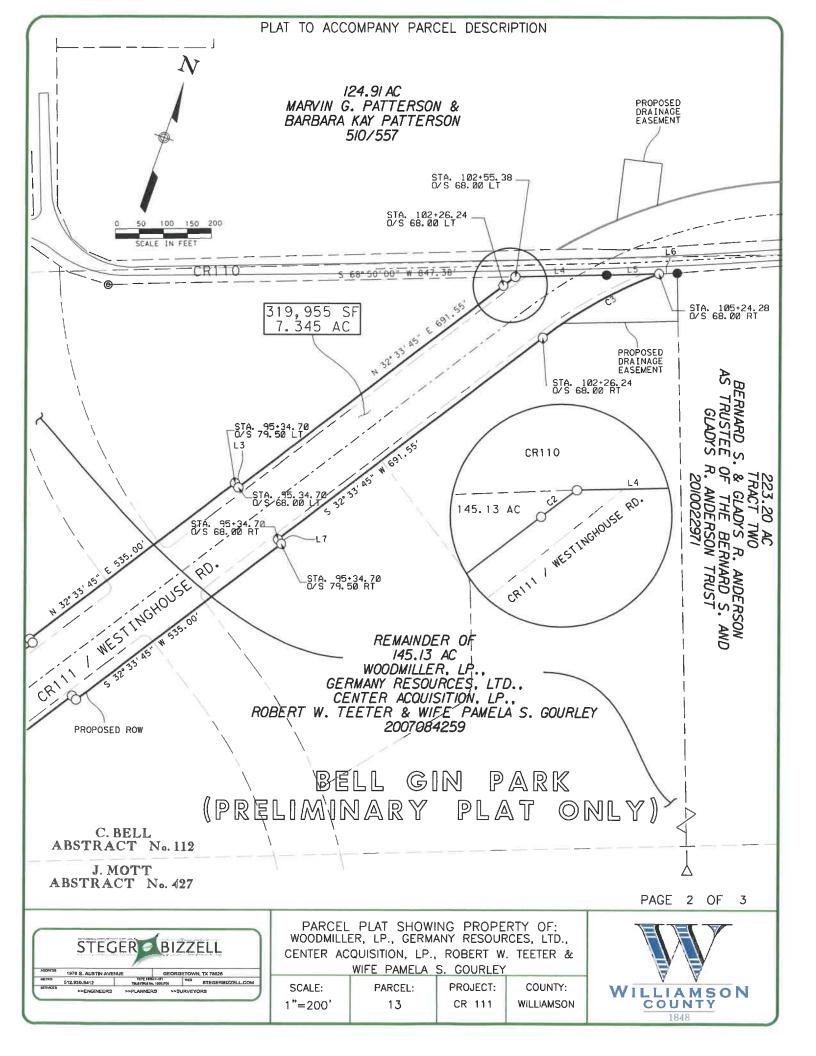
TBPELS No. 100037000

**State of Texas** 

PATRICK J. STEVENS
PATRICK J. ST

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 13.docx





## LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II MONUMENT FOUND
- 1/2" IRON PIPE FOUND UNLESS NOTED •
- 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784" 0
- 1/2" IRON REBAR FOUND UNLESS NOTED
- Δ CALCULATED POINT
- $\oplus$ NAIL FOUND
- Œ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- ¬/─ LINE BREAK
  - X FENCE CORNER
  - SPINDLE FOUND 0

CODE	BEARING	DISTANCE
L1	S 72'32'45" E	38.03'
L2	N 57°26'15" W	11.50'
L3	S 57'26'15" E	11.50'
L4	N 68'50'00" E	186.92'
L5	N 68'17'00" E	113.14
L6	N 68'17'00" E	38.87
L7	S 57°26'15" E	11.50
L8	N 57'26'15" W	11.50'
L9	N 48°49'45" W	9.47'
L10	N 48°51'30" W	56.00'
L11	N 01°05'15" E	52.55
L12	N 20°26'30" W	53.99

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	932.00'	551.19	N 49'30'15" E	543.19'	33'53'30"
C2	1068.00	31.12'	N 33'24'00" E	31.12'	1'40'15"
С3	932.00'	277.77'	S 41°06'00" W	276.74'	17'04'30"
C4	1,068.00	181.00'	S 37°25'00" W	180.77	9'42'30"
C5	1 000 00'	436 42'	S 53°57'15" W	432 96'	25"00"15"

MAG NAIL SET WITH WASHER STAMPED "STEGER BIZZELL"

NOTES:

ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (2011 ADJUSTMENT), REFERENCED TO THE LEICA SMARTNET NETWORK. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR IS 1.00013.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE ADDITIONAL EASEMENTS OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY AFFECT THE PROPERTY.

I HEREBY CERTIFY THAT THIS SURVEY PLAT IS TRUE AND CORRECT TO THE BEST OF MY BELIEF AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND IN JUNE 2015, UNDER THE DIRECTION AND SUPERVISION OF BRIAN F. PETERSON, RPLS (NOW RETIRED).

PATRICK J. STEVENS REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784

STATE OF TEXAS

PAGE 3 OF 3



PARCEL PLAT SHOWING PROPERTY OF: WOODMILLER, LP., GERMANY RESOURCES, LTD., CENTER ACQUISITION, LP., ROBERT W. TEETER &

WIFE PAMELA S. GOURLEY SCALE: PARCEL: PROJECT:

CR 111 1"=200' 13

COUNTY: WILLIAMSON



#### **Commissioners Court - Regular Session**

**Meeting Date:** 11/01/2022 Non-Disclosure Agreement

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

**Department:** Road Bond

Agenda Category: Regular Agenda Items

#### Information

30.

## Agenda Item

Discuss, consider and take appropriate action on a Non-Disclosure Agreement a/k/a Electronic CAD File Disclaimer for site development CAD files needed to evaluate a specific tract of land on the Hero Way project and in relation to utility facilities.

## **Background**

CAD files have been requested by LCRA/Williamson County to determine potential re-design of site improvements in order to accommodate the LCRA adjusted crossing at US 183A due to the Hero Way improvement project. QT has requested execution of the agreement to prevent proprietary information from being disclosed.

## **Fiscal Impact**

From/To	Acct No	Description	Amount
110111110	7100011101	Boodilption	711104111

#### **Attachments**

Non-Disclosure Agreement QT site plan

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 10/27/2022 09:22 PM

Form Started By: Charlie Crossfield Started On: 10/26/2022 03:38 PM

Final Approval Date: 10/27/2022

## **Electronic CAD file Disclaimer**

- 1 -

Store #4140

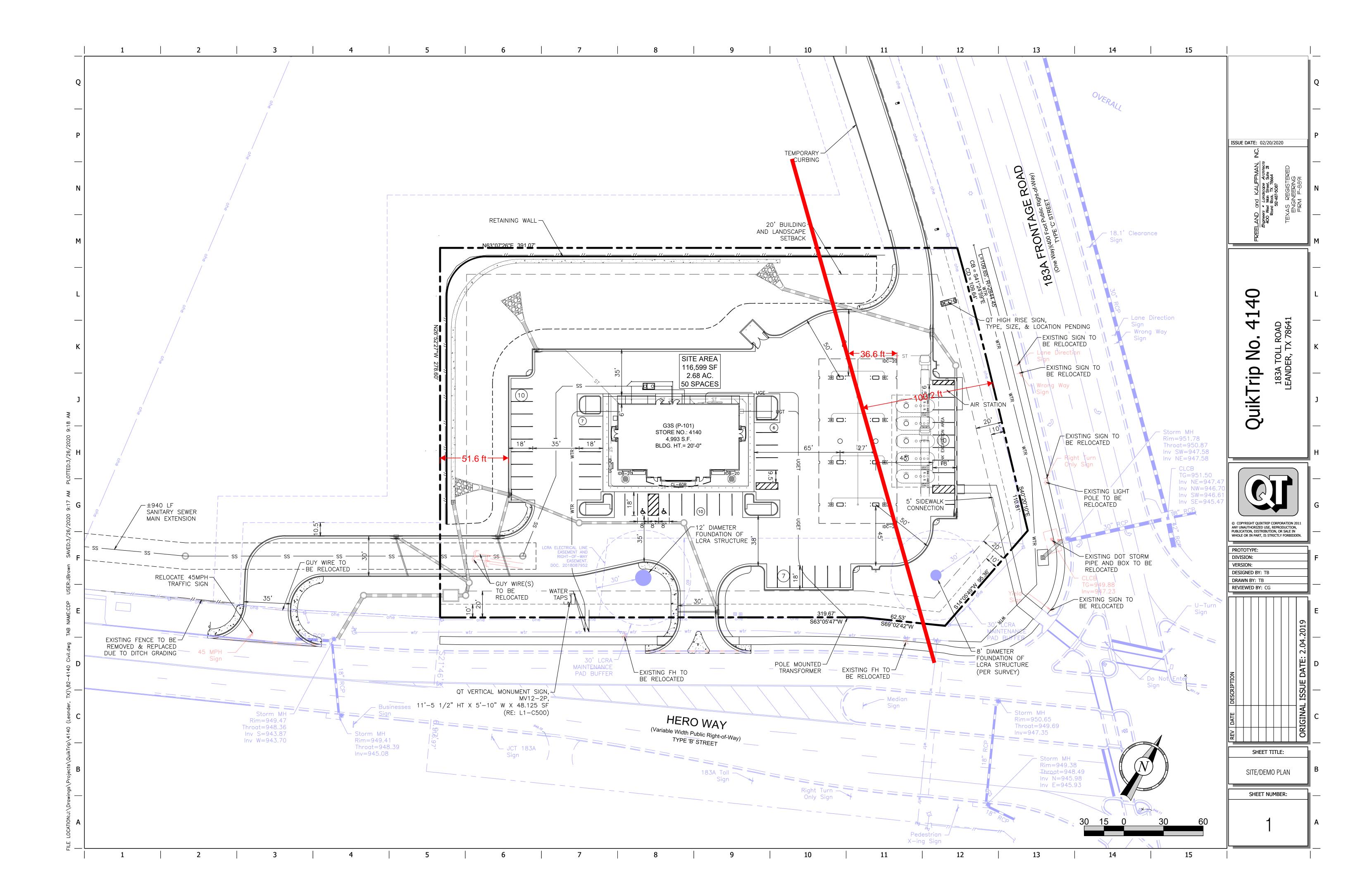
#### **ELECTRONIC CAD FILE DISCLAIMER**

The electronic Computer Aided Design data files ("CAD Files") furnished by QUIKTRIP CORPORATION ("QUIKTRIP") and QUIKTRIP's consultants to the intended receiver of the CAD Files ("Receiving Party") are provided only for the convenience of Receiving Party and only for its sole use. Receiving Party agrees that, by opening the attachment(s) containing the file(s), Receiving Party shall be bound by and subject to the terms of this notice. In the event of a discrepancy between the hard copy and the CAD Files at delivery or in the future, the hard copy shall govern. Only printed or PDF copies of documents conveyed directly by QUIKTRIP may be relied upon. Any use of the information obtained or derived from the CAD Files will be at the Receiving Party's sole risk. QUIKTRIP and QUIKTRIP's consultants hereby disclaim any and all liability for the consequences from use of the CAD Files and make no warranty or guarantee of accuracy or completeness. Receiving Party accepts the CAD Files on an "as is" basis with all faults. It is agreed that QUIKTRIP has and retains ownership of the CAD Files.

"Receiving Party"
Williamson County
Ву:
Name: Bill Gravell Jr.

Its: County Judge





**Meeting Date:** 11/01/2022

SE Loop Segment 2 PUA

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 Possession and Use Agreement for Transportation Purposes with Tomasa Terry Gola, as Independent Executor of the estate of Alex Gola a/k/a Alex Vacle Gola Sr. for 10.32 acres of right of way needed on the SE Loop Segment 2 project (Parcel 34). Funding Source: TANS P588

## **Background**

## **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

**PUA** 

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 10/27/2022 09:22 PM

Form Started By: Charlie Crossfield Final Approval Date: 10/27/2022 Started On: 10/26/2022 03:56 PM

## POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§ Parcel No.: 34

COUNTY OF WILLIAMSON

§ Project: Southeast Loop Seg. 2

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS (the "County"), and TOMASA TERRY GOLA, as Independent Executor of the Estate of Alex Gola a/k/a Alex Vacle Gola, Sr. (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing the Southeast Loop Segment 2 roadway project and related appurtenances, drainage facility/grading and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map or other description (attached as "Exhibit "A") and made a part of this Agreement by reference (the "Property").

- 1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the County the right of entry and possession and use of the Property for the purpose of constructing a roadway, utility adjustments and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.
- 2. In full consideration for this irrevocable grant of possession and use, the County will tender to the Grantor payment in the amount of ONE MILLION EIGHT HUNDRED FIFTEEN THOUSAND TWO HUNDRED THIRTY and no/100 DOLLARS (\$1,815,230.00) (the "Entry Deposit"). The County will be entitled to take possession and use of the Property upon tender of payment as set forth in paragraph 3 herein, subject to the conditions in paragraph 13 below, if any. The parties agree that the Entry Deposit tendered represents 100% payment of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the Entry Deposit tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award, or court judgment. In the event the

amount of the final settlement or judgment for acquisition of the Property is less than the amount of the Entry Deposit, then the Grantor agrees that the difference between the amount of the Entry Deposit tendered and the amount of such final settlement or judgment for acquisition of the Property represents an overpayment and, upon written notice from the County, the Grantor will promptly refund the difference between the Entry Deposit and the amount of the settlement or judgment to the County.

- 3. The effective date of this Agreement will be the date on which payment of the Entry Deposit pursuant to Paragraph 2 above was tendered in full to the Grantor by the County, or disbursed to the Grantor by a title company acting as escrow agent for the transaction (the "Effective Date").
- 4. The Grantor warrants and represents by, through, and under Grantor but not otherwise, that the title to the Property is free and clear of all liens and encumbrances (and any subsequent updates prior to the Effective Date), and that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

The above made warranties are made by Grantor and accepted by County subject the following:

- A. Visible and apparent easements not appearing of record;
- B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,
- C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect as of the Effective Date.
- 5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be December 1, 2022.
- 6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all

as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings, except as such removal or construction of improvements may impact or damage the Remainder. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

- 7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until entry of judgment.
- 8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of 100% of the Entry Deposit. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
- 9. The undersigned Grantor agrees to pay as they become due, all unpaid ad valorem property taxes and special assessments assessed against Property as of the Effective Date.
- 10. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
- 11. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
- 12. It is agreed the County will record this document.
- 13. Other conditions: Should the Special Commissioners' Award (if any) be greater than the Entry Deposit paid pursuant to paragraph 2 herein, the County shall tender the difference to the registry of the court within 30 (thirty) days of the date that the Special Commissioners' Award is entered.

14. By its authorized signature below the following Tenants which have a leasehold interest i
the Property hereby consent in all things to Grantee taking exclusive and sole possession of the
Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration
recited herein:

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

**GRANTOR:** 

Tomasa Terry Gola, as Independent Executor of the Estate of Alex Gola a/k/a Alex Vacle Gola, Sr.

## **ACKNOWLEDGMENT**

## STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 25th day of 0ctoher, 2022 by Tomasa Terry Gola, in the capacity and for the purposes and consideration recited herein.

STACY A. NOACK
My Notary ID # 12361740
Expires June 28, 2025

Notary Public, State of Texas

Form ROW-N-PUA (12/12) Replaces Form ROW-N-7 Page 6 of 6

COUNTY:	
WILLIAMSON COUNTY, TEXAS	
By: Bill Gravell, Jr. County Judge	
<u>ACKNOWLEDGMENT</u>	
STATE OF TEXAS COUNTY OF WILLIAMSON	
This instrument was acknowledged before me on this the day of by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and to purposes and consideration recited herein.	, 2022 for the
Notary Public, State of Texas	

## EXHIBIT "A"

County:

Williamson

Parcel No.:

34

Tax ID:

Highway: Limits: R020599 Southeast Loop

From: C.R. 137 To: C.R. 404

PROPERTY DESCRIPTION FOR PARCEL 34

DESCRIPTION OF A 10.320 ACRE (449,515 SQ. FT.) PARCEL OF LAND LOCATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS BEING OF A REMAINDER OF A CALLED 24.17 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO ALEX VACLE GOLA, SR., APRIL 4, 2003 IN DOCUMENT NO. 2003030744, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 10.320 ACRE (449,515 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod with a plastic cap stamped "BGE INC" found 793.55 feet left of Southeast Loop Engineer's Centerline Station (E.C.S.) 1,274+32.57 on the existing south right-of-way of F.M. 1660, variable width right-of-way, as depicted on Texas Department of Transportation (TXDOT) strip map CSJ Number 1566-002-01, for the most northerly northeast corner of a called 25.01 acre tract of land, described as Tract 1 in a deed to Starlight Homes Texas L.L.C., recorded in Document No. 2021074553, O.P.R.W.C.TX., same being the northwest corner of said remainder of a called 24.17 acre tract:

**THENCE** S 07°47'03" W, departing the existing south right-of-way of said F.M. 1660, with a common line of said Tract 1 and said remainder of a called 24.17 acre tract, a distance of 747.02 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,161,894.93, E=3,179,760.96) set 230.00 feet left of Southeast Loop E.C.S 270+00.93 on the proposed north right-of-way line of Southeast Loop, for the northwest corner and the **POINT OF BEGINNING** of the parcel described herein, said point being the beginning of a curve to the right;

- 1) **THENCE** departing a common line of said Tract 1 and said remainder of a called 24.17 acre tract, with the proposed north right-of-way line of said Southeast Loop and said curve to the right, over and across said remainder of a called 24.17 acre tract, having a radius of 3,905.00 feet, through a delta of 13°29'18", an arc length of 919.30 feet, and a chord which bears N 60°01'23" E, a distance of 917.18 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Southeast Loop E.C.S. 278+66.08 on the existing south right-of-way of said F.M. 1660;
- 2) **THENCE** S 63°36'21" E, departing the proposed north right-of-way line of said Southeast Loop, with the existing south right-of-way of said F.M. 1660, a distance of 61.85 feet to a 1/2-inch iron rod found, for the northwest corner of a called 110.56 acre tract of land, described as Tract 3 in said deed to Starlight Homes Texas L.L.C., same being the northeast corner of said remainder of a called 24.17 acre tract and the parcel described herein;

**THENCE** departing the existing south right-of-way of said F.M. 1660, with the common line of said Tract 3 and said remainder of a called 24.17 acre tract, the following two (2) courses and distances numbered 3-4:

- 3) S 07°37'07" W, a distance of 473.70 feet to a calculated point, and
- 4) S 07°55'04" W, a distance of 14.78 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Southeast Loop E.C.S. 276+41.39 on the proposed south right-of-way line of said Southeast Loop, for the southeast corner of the parcel described herein, said point being the beginning of a curve to the left;

Page 1 of 6

September 2, 2022

## EXHIBIT "A"

County:

Williamson

Parcel No.:

34

Tax ID:

R020599

Highway:

Southeast Loop From: C.R. 137

Limits:

To: C.R. 404

**THENCE** with the said proposed south right-of-way line of Southeast Loop, over and across said remainder of a called 24.17 acre tract, the following two (2) courses and distances numbered 5-6:

- 5) With said curve to the left, having a radius of 3,445.00 feet, through a delta of 02°08'25", an arc length of 128.68 feet, and a chord which bears S 62°11'38" W, a distance of 128.68 feet to a \*\*5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 right of Southeast Loop E.C.S. 275+04.11, said point being the beginning of a curve to the left, and
- 6) With said curve to the left, passing at an arc distance of 832.80 feet a calculated point 176.00 feet right of Southeast Loop E.C.S. 266+36.68, for the beginning of a Control of Access (C.O.A.), and continuing for a total arc distance of 880.19 feet, through a delta of 05°22'35", having a radius of 9,380.00 feet, and a chord which bears S 58°26'08" W a distance of 879.86 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 172.39 feet right of Southeast Loop E.C.S. 265+89.43 on a common line of said Tract 1 and said remainder of a called 24.17 acre tract, for the southwest corner of the parcel described herein, for the end of a C.O.A.;

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FN 49140

SAM Job No. 61125

Page 2 of 6

September 2, 2022

## EXHIBIT "A"

County:

Williamson

Parcel No.:

34

R020599 Tax ID:

Highway:

Southeast Loop

Limits:

From: C.R. 137

To: C.R. 404

7) THENCE N 07°47'03" E, departing the proposed south right-of-way line of Southeast Loop, with a common line of said Tract 1 and said remainder of a called 24.17 acre tract, a distance of 579.31 feet to the POINT OF BEGINNING, and containing 10.320 acres (449,515 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

### Bearing Basis:

All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

\*\*Unable to set at the time of survey, 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional surveyor.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I. Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC

4801 Southwest Pkwy Building Two, Suite 100 Austin, Texas 78735 TX. Firm No. 10064300

Scott C. Brashear

Sur C. P

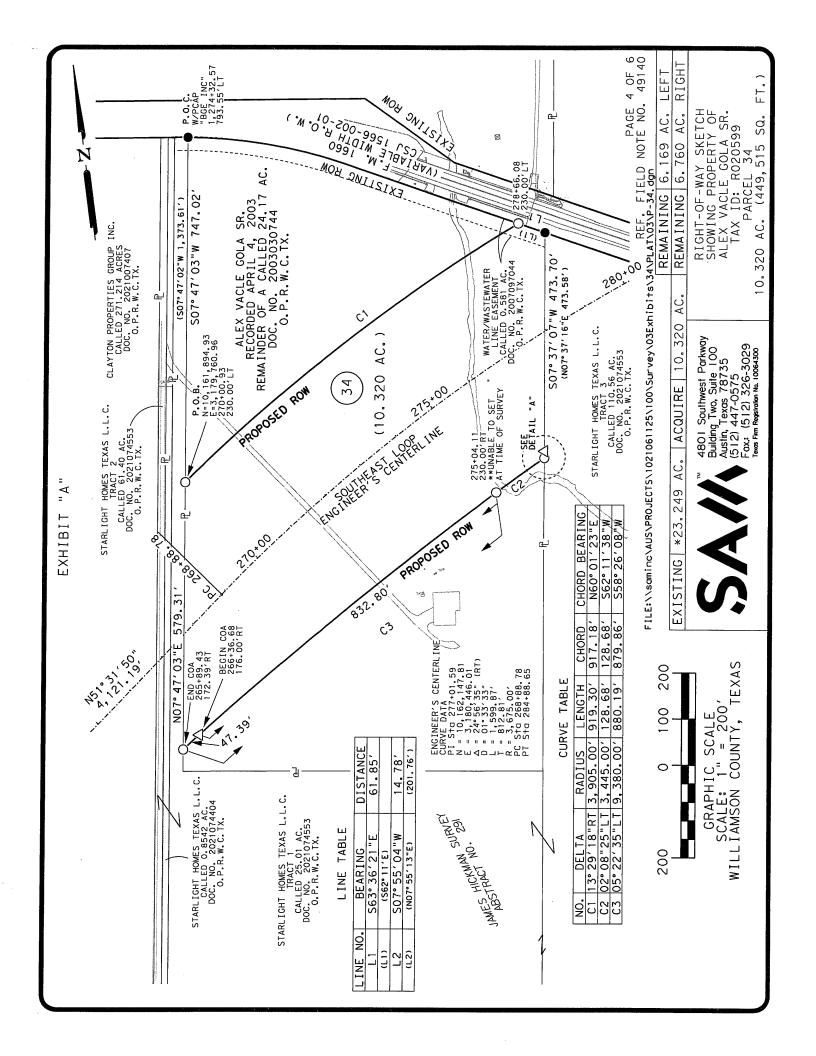
Registered Professional Land Surveyor

09/02/2022

No. 6660 - State of Texas

Page 3 of 6

September 2, 2022



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THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-159136, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE FEBRUARY 2, 2022, AND ISSUED DATE FEBRUARY 11, 2022.

3 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.): THE CONSEQUENCE OF ANY PAST OR FUTURE CHANGE IN THE LOCATION OF THE BED.

1. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER LIGHT COMPANY, AS DESCRIBED IN VOLUME 281, PAGE 603, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

2. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER LIGHT COMPANY, AS DESCRIBED IN VOLUME 282, PAGE 393, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

POWER 3. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS F LIGHT COMPANY, AS DESCRIBED IN VOLUME 353, PAGE 40, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

٥ŏ POWER 4. ELECTRIC TRANSWISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS LIGHT COMPANY, AS DESCRIBED IN VOLUME 353, PAGE 41, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

CHANNEL EASEMENT GRANTED TO STATE OF TEXAS, ACTING THROUGH THE STATE HIGHWAY
COMMISSION, AS DESCRIBED IN VOLUME 386, PAGE 369, DEED RECORDS, WILLIAMSON COUNTY,
TEXAS. (UNABLE TO PLOT, MAY AFFECT)

6. WATEN/WASTEWATER LINE EASEMENT GRANTED TO THE CITY OF HUTTO, TEXAS, AS DESCRIBED IN DOCUMENT NO. 2007097044, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

7. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RESOLUTION NO. RE19-0-321-9J AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND ALEX VACLE GOLA, SR. OF RECORD IN DOCUMENT NO. 2019043486, OFFICIAL PUBBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (BLANKET EASEMENT, UNABLE TO PLOT, MAY AFFECT)

8. TERMS, CONDITIONS, AND STIPULATIONS IN OIL, GAS AND MINERAL LEASE: ECCARED: VOLUME 2403, PAGE 483, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. TILLE TO SAID INTEREST HAS NOT BEEN RESERVEED 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). (DOES NOT AFFECT)

9. THE COMPANY SHALL HAVE NO LIABILITY FOR, NOR RESPONSIBILITY TO DEFEND, ANY PART OF THE PROPERTY DESCRIBED HEREIN AGAINST:
(1) FILE RIGHT, TILLE OR CLAIM OF ANY CHARACTER BY THE UNITED STATES, STATE OF TEXAS, LOCAL GOVERNMENT OR BY THE PUBLIC GENERALLY IN AND TO ANY PORTION OF THE TAND LYING WITHIN THE CURRENT OR FORMER BEING THE ORDINARY HIGH WATER MARK, OR BEWWEEN THE CUT BANKS OF A STREAM MAYIGABLE IN FACT OR IN LAW.
(2) RIGHT OF RIPARIAN WATER RIGHTS OWNERS TO THE USE AND FLOW OF THE WATER.

PUBLIC OR PRIVATE, LOCATED ON OR DISCLOSED BY THE PUBLIC RECORDS APPARENT EASEMENT, EITHER F EXISTENCE OF WHICH IS NOT (LOAN POLICY ONLY) 10. ANY VISIBLE AND A ACROSS THE LAND, THE HEREIN DEFINED.

8 A DEDICATED P BOUNDARIES 품 WITHIN SUBJECT PROPERTY LYING OR PRIVATE ROADWAY. UNDEDICATED PUBLIC

12. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

13. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT AGREEMENTS. IF THE SELLER EVIDENDING 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.)

THERE 14. 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. THER MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

ALL INTEREST ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND PENALTIES WHICH MAY ACCRUE. 15. AND F 16. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE FEETING THE TITLE, INCLUDING BUIL NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, HAIT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

5 OF 6 . 49140

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REMAINING | 6, 760 AC.

AC.

10.

L F F PAGE RILE:\\saminc\auS\PROJECTS\1021061125\100\Survey\\03Exhibits\34\PLAT\\03\P-34.dgn

ACQUIRE EXISTING \*23, 249 AC.

RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF ALEX VACLE GOLA SR. TAX ID: RO20599 PARCEL 34 (449, 51 AC. 320 10 4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texs Fin Registrion No. 10064300

FT.)

SQ.

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.. V...

EXHIBIT

IRON ROD SET WITH ALUMINUM CAP ED "WILLIAMSON COUNTY"

1/2" IRON ROD FOUND UNLESS NOTED

FENCE POST (TYPE NOTED)

TYPE I CONCRETE MONUMENT FOUND

TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND

1/2" IRON PIPE FOUND UNLESS NOTED

80D NAIL FOUND

MAGNAIL FOUND

SPINDLE FOUND

RAILROAD TIE

CALCULATED POINT PROPERTY LINE

SO7°37'07"W 473.70'

L2 (L2)

276+41, 39 230, 00' RT

TRACT

34

PROPOSED

DETAIL "A" NOT TO SCALE

RECORD INFORMATION 

POINT OF BEGINNING P. O. B.

POINT OF COMMENCING P. O. C.

POINT OF REFERENCE P. O. R.

NOT TO SCALE N. T. S.

OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS DEED RECORDS OF WILLIAMSON COUNTY, TEXAS D. R. W. C. TX.

O. R. W. C. TX.

OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS O. P. R. W. C. TX.

DEED LINE (COMMON OWNERSHIP) DISTANCE NOT TO SCALE 7 1

CONTROL OF ACCESS ‡

NOTES:

1.4LL BEARINGS SHOWN ARE BASED ON NADB3/2011/NAVD88 TEXAS COORDINATE
SYSTEM, CENTRAL ZONE, ALL DISTANCES SHOWN ARE
SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SUFFACE
AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SUFFACE
AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME IN SURFACE
PROJECT UNITS ARE IN U.S. SURVEY FEET.

2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GARANIY COMPANY, GF NO. 1-159136, EFFECTIVE DATE FEBRUARY 2, 2022, AND ISSUED DATE FEBRUARY 11, 2022, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAN ARE NOT SHOWN.

SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.

4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

\* AREA CALCULATED BY SAM, LLC.

\*\*UNABLE TO SET AT THE TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL SURVEYOR.

REF. FIELC AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO FILE:\\Saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\34\PLAT\03\PROJECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO FILE:\\Saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\34\PLAT\03\PROJECTS\101\PROJECTS\100\Survey\03Exhibits\34\PLAT\103\PROJECTS\100\PROJECT

SCOIT C. BRASHEAR REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6660, STATE OF TEXAS

EXISTING \*23, 249 AC. | ACQUIRE

DATE

Building Two, Suite 100 Auslin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texas Firm Regalantian No. 10064300 4801 Southwest Parkway

REMAINING | 6, 760 AC. REMAINING 6, 169 AC.

RIGHT PAGE 6 OF FIELD NOTE NO. 491 LEFT FT.) RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF ALEX VACLE GOLA SR. TAX ID: RO20599 PARCEL 34 (449, 515 SQ. 10.320 AC. AC. 10,320

## **Commissioners Court - Regular Session**

**Meeting Date:** 11/01/2022

Right of Entry Agreement

Submitted For: Charlie Crossfield Submitted By:

**Department:** Road Bond

Agenda Category: Regular Agenda Items

#### Information

32.

Charlie Crossfield, Road Bond

## Agenda Item

Discuss, consider and take appropriate action on a Right of Entry Agreement with Joseph and Tanya Blanco for surveying needed on the CR 255 Project (Parcel 19). Funding Source: Road & Bridge P546

## **Background**

## **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

ROE

## Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 10/27/2022 09:22 PM

Form Started By: Charlie Crossfield Started On: 10/26/2022 04:04 PM Final Approval Date: 10/27/2022

# RIGHT OF ENTRY AGREEMENT (Survey)

This Right of Entry Agreement (the "Agreement") is made this 9/13/2022.2022 (the "Effective Date") by and between Joseph and Tanya Michelle Blanco, with an address for notice of 3040 CR 255, Georgetown, Texas 78633 ("Grantor") and agents or employees of Williamson County, with an address for notice of 100 Wilco Way, CO201, Georgetown, Texas 78626 ("Grantee") relating to those certain lands in Williamson County, Texas, described in Exhibit "A" attached hereto and incorporated herein by this reference, as if set forth fully herein (the "Property"). Grantor and Grantee are collectively referred to herein as the "Parties".

#### RECITALS

- A. Grantee is currently in the process of attempting to locate and eventually construct an expansion of County Road 255 (Roadway Expansion) across Grantor's Property.
- B. Grantee has requested that Grantor grant Grantee a right of entry to enter the Property to only conduct a lineal survey and other survey-related activities in connection with Grantee's proposed future Roadway Expansion.
- C. Grantor is agreeable to granting Grantee the right to conduct the survey and survey-related activities in accordance with the terms and conditions of this Agreement.

#### **AGREEMENT**

Grantor hereby grants to Grantee, on behalf of Grantee, its agents, representatives, contractors, successors and assigns (collectively, "Grantee Parties"), the right to only conduct a lineal survey and related activities, including but not limited to performing civil surveys, environmental/cultural surveys, archeological examinations and/or the taking of geotechnical bores and samples (collectively "Survey Activities") on the Property relating to the proposed construction, installation, maintenance, use and repair of the Roadway Expansion on the Property and any other related right or appurtenance needed in conjunction with the Roadway Expansion within the area depicted and described in Exhibit "A" (the "Survey Area"). Furthermore, the Grantor and Grantee hereby covenant and agree to the following terms and conditions:

1. Grantee shall conduct the Survey Activities in a diligent and workmanlike manner, and in compliance with all applicable federal, state, and local laws and regulations and orders of duly constituted authorities. Grantee agrees that in the exercise of the rights granted herein it will not unreasonably interfere with any property owned by Grantor other than the Property. Notwithstanding the foregoing, Grantee shall have foot, four wheelers, and ATV's access to the Survey Area sufficient to determine survey boundary lines. Except as otherwise contained in this Agreement, neither Grantee nor any of Grantee's Parties shall access any building or structure located on any portion of the Property outside the Survey Area without written permission of Grantor. Grantee shall enter the Property via Grantor's drive, unless directed by Grantor in writing to enter the Property at another location. The gates will be closed and locked following each entry or exit at that location, and all internal gates that must be opened for passage will be closed following each passage. Any vehicles used by Grantee to access the Property shall use the existing roads

and not drive off said roads and Grantee shall use its best efforts to limit vehicular traffic to said road(s). Grantee shall promptly restore the roads used by Grantee or Grantee Parties and any other portion of the Property damaged by Grantee or Grantee Parties to the condition that existed just prior to Grantee or Grantee Parties accessing the Property as reasonably practicable. Grantee shall enforce upon Grantee Parties a twenty (20) mile per hour speed limit on all roads accessed by the Grantee or Grantee Parties on the Property. Grantee or Grantee Parties will not drive vehicles on roads within the Property that are muddy enough to cause a rut of one inch or greater in depth.

- If Grantee cuts or removes any brush Grantee shall spray the base with a commercial chemical sufficient to prevent resprouting.
- Archeological Survey Standards provision intentionally deleted as not applicable to this Property.
- GRANTEE SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS 4. GRANTOR, GRANTOR'S HEIRS, SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, LEGALLY DESIGNATED AGENTS, LESSEES, CONTRACTORS, SUBCONTRACTORS, AS WELL AS TRUSTEES, BENEFICIARIES, RELATIVES, PARTNERS. DIRECTORS AND RELATED OR AFFILIATED ENTITIES (THE "INDEMNIFIED PARTIES") FROM ANY AND ALL LIENS, THIRD PARTY CLAIMS, DEMANDS, COSTS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, ACCOUNTANT'S FEES, ENGINEER'S FEES, CONSULTANT'S FEES AND EXPERT'S FEES), EXPENSES, DAMAGES, ACTUAL LOSSES AND THIRD PARTY CAUSES OF ACTION ASSERTED BY PERSONS OR ENTITIES UNAFFILIATED WITH THE INDEMNIFIED PARTIES FOR DAMAGES BECAUSE OF INJURY TO PERSONS (INCLUDING DEATH) AND INJURY OR DAMAGE TO OR LOSS OF ANY PROPERTY OR IMPROVEMENTS TO THE EXTENT CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR STRICT LIABILITY OF GRANTEE PARTIES. GRANTEE SHALL NOT DEFEND. INDEMNIFY, PROTECT, AND HOLD HARMLESS INDEMNIFIED PARTIES FOR SUCH PARTIES' SOLE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT.
- 5. Prior to execution of this Agreement, Grantee shall furnish Grantor a certificate of insurance evidencing coverage in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) maintained by Grantee in connection with the Survey Activities.
- 6. Grantee shall pay Grantor for all actual damages caused by Grantee to the Property in connection to its Survey Activities. Any such claims shall be submitted in writing and accompanied by reasonable documentation supporting the same.
- 7. Grantee agrees that all Grantee Parties performing any Survey Activities on the Property shall carry a fire extinguisher in their motor vehicle at all times while on the Property. Neither Grantee nor any of Grantee parties shall light a fire of any sort, including tobacco or other smoking products on the property.
- 8. Grantee will not bring or have in their possession, firearms, or devices resembling firearms, unless for security purposes. No smoking, alcohol, illegal drugs, hunting or fishing are allowed on the property at any time. The contents of any vehicle on the property may be inspected at any time by Grantor's

representatives for the purpose of verifying compliance with the provisions of this Agreement. Violator's may be prosecuted at Grantor's sole discretion.

- 9. Grantee's field representative in charge shall, not less than seventy-two (72) hours or three (3) days (except in emergencies) prior to initial entry upon the Property, notify Grantor at 737.245.1968 of their intent to enter upon said premises and the time and purpose of entry. In the event that a notification of entry is not sent, Grantor may evict Grantee or its contractor, employee, or agent from the Property.
- 10. If, and to the extent that, Grantee drills into the soil on the Property for purposes of taking geotechnical bores and samples, Grantee will tamp or press the soil around the drilling site in an attempt to reasonably prevent settling of the soil. Grantee will, insofar as reasonably practicable, restore any portion of the Property that is disturbed by Grantee's Survey Activities on the Property to a condition as near as reasonably practicable as existed just prior to Grantee's conducting of the Survey Activities. Notwithstanding the foregoing, Grantee agrees that if Grantee Parties make a rut on the Property while crossing a wetland, creek, riverbed, or sandy area in connection with conducting the Survey Activities, Grantee shall, at Grantor's discretion: (1) pay to Grantee \$300 per acre of disturbed land rutted by Grantee's Survey Activities; or (2) restore the rutted land disturbed by Grantee's Survey Activities to the same or substantially similar condition as the land was in just prior to Grantee disturbing the same. Upon Grantor's receipt of such payment, Grantee will have no further liability, obligation, or responsibility to reseed.
- 11. Grantee agrees to provide to Grantor, or its designee, a copy of any certified plats or surveys resulting from the Survey Activities on the Property within a reasonable time after the date that Grantee obtains such certified plats or surveys in written or electronic printable format, except that should Grantee elect to not move forward with acquisition, no such plat or survey need be provided to Grantor.
- 12. Grantee will reasonably maintain the Property clean of all litter and trash from the Survey Activities and Grantee will remove any litter, trash, or debris left by any Grantee Parties during and as a result of the Survey Activities. Grantee agrees that neither Grantee nor Grantees Parties will participate in any activities on the Property that do not directly relate to the Survey Activities authorized hereunder.
- 13. Grantee, at its sole cost and expense, shall obtain such licenses, permits or authority from federal, state, municipal or other governmental bodies or agencies as may be necessary and shall comply with all applicable regulations of such bodies or agencies and shall also pay any and all federal, state, municipal or other taxes, fees or assessments imposed or levied as a result of the Survey Activities described herein.
- 14. This Agreement shall terminate forty-five (45) days after the Effective Date, unless otherwise agreed to in writing by the parties. The indemnity obligation set forth in Paragraph 4 above survives termination of this Agreement.
- 15. This Agreement shall be construed, governed and administered in accordance with the laws of the State of Texas.
- 16. This Agreement embodies the entire agreement between the Parties and supersedes any and all agreements, representations, warranties, or statements which may have been made between the parties prior to the date hereof, whether express, implied, written, or verbal, concerning the subject matter hereof and this Agreement shall not be modified or amended except by written instrument executed by each party hereto.

17. Grantee agrees to furnish, within 30 days of their receipt, copies of any final certified survey relating to the Property the subject of this Agreement except that should Grantee elect to not move forward				
with acquisition,	no such survey need	be provided to Grantor.	ordin Granice Cicci to	not move for wait
		[Signature page follows.]		

Executed on the dates indicated below, to be effective as of the Effective Date.

GRANTORS:	GRANTEE:
Joseph and Tanya Michelle Blanco	Williamson County, Texas
By: Joseph Blanco	Ву:
By: Tany Michelle Blanco	Name:
Date: 9/13/2022	Title:
/ /	Date:

## EXHIBIT "A" Legal Description of Property

Proposed County Road 255 Project —Right of Entry Request R419737, Williamson County, Texas



## **Commissioners Court - Regular Session**

**Meeting Date:** 11/01/2022 SH 195 TXDOT Resolution

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

**Department:** Road Bond

Agenda Category: Regular Agenda Items

#### Information

33.

## Agenda Item

Discuss, consider and take appropriate action on a TXDOT Resolution for the SH 195 project in Williamson County. Funding Source: Road Bonds P358

## **Background**

## **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

#### Resolution

## Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 10/27/2022 09:24 PM

Form Started By: Charlie Crossfield Started On: 10/27/2022 10:06 AM Final Approval Date: 10/27/2022

TxDOT:							
CSJ#	0440-09002,0440-02-023						
District # 14		14		AFA ID	Z00003635		
Code Chart 64 # 50246							
Project Name			H 195 at Ronald Reagan Part A Phase and 2				

#### RESOLUTION

STATE OF TEXAS

THE COMMISSIONERS COURT
OF

**COUNTY OF WILLIAMSON** 

WILLIAMSON COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENT that on this, the 1st day of Nov 2022, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

## **RESOLUTION:**

WHEREAS, improvements to SH 195 at Ronald Reagan Blvd are proposed for construction, as further described below (the "Project"). This Project is an element of the 2019 Road Bond Program; and

WHEREAS, the project would improve safety and mobility for local traffic conditions at this location; and

WHEREAS, the County has moved forward with project development of the Project, including environmental clearance, construction design, and utility coordination; and

WHEREAS, an Agreement with TXDOT for a Strategic Priority Program On-System Project, which will allow for preliminary engineering (schematic, environmental, utilities, right-of-way), plans, specifications, and estimates (PS&E), and construction of the following Project in Williamson County, Texas:

- A. CSJ #0440-09-002: Construct an exit ramp from Ronald Reagan Blvd to 0.484 MI S of Ronald Reagan Blvd.
- B. CSJ #0440-02-023: Construct an exit ramp from 0.484 MI S of Ronald Reagan Blvd to 0.74 MI S of Ronald Reagan Blvd.

TxDOT:							
CSJ#	0440-09002,0440-02-023						
District # 14		14		AFA ID	Z00003635		
Code Chart 64 # 50246							
Project Name		H 195 at Ronald Reagan Part A Phase and 2					

WHEREAS, costs are shared between local and State governments as outlined in an Advance Funding Agreement, and

Advance Funding Agreement, and of Transportation for the Project refauthorized to execute all documents	nty Commissioners Court does hereby approve the enter into this agreement with the Texas Department ferenced above by the two CSJ. The County Judge is necessary to complete this transaction. , 2022.
KESOLVED inisaay oj	
	Bill Gravell Jr., County Judge
Attact	
Attest:	
	_
Nancy E. Rister, County Clerk	

## **Commissioners Court - Regular Session**

**Meeting Date:** 11/01/2022 CR 404 TXDOT Resolution

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

**Department:** Road Bond

Agenda Category: Regular Agenda Items

#### Information

34.

## Agenda Item

Discuss, consider and take appropriate action on a TXDOT Resolution for the CR 404 project in Williamson County. Funding Source: Road Bonds P390

## **Background**

## **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

#### Resolution

## Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 10/27/2022 09:24 PM

Form Started By: Charlie Crossfield Started On: 10/27/2022 10:16 AM

Final Approval Date: 10/27/2022

CSJ#		229	95-01-018		
District #	14		AFA ID	Z00003891	
Code Cha	rt 64 #	50246			
Project Na	ject Name		FM 973 at CR 404		

# **ATTACHMENT C**

STATE OF TEXAS \* THE COMMISSIONERS COURT

OF

COUNTY OF WILLIAMSON \* WILLIAMSON COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENT that on this, the 1st day of November 2022, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

#### **RESOLUTION:**

WHEREAS, the State will undertake and complete a highway improvement or other transportation project generally described as Intersection and Operational Improvement on FM 973 from 0.2 miles north of CR 404 to 0.975 miles south of CR 404, in Williamson County (the "Project"). This Project is an element of the 2019 Road Bond Program: and

WHEREAS, the project would improve safety and mobility for local traffic conditions at this location; and

WHEREAS, the County has moved forward with project development of the Project, including environmental clearance, construction design, and utility coordination; and

WHEREAS, an Agreement with TXDOT for a Locally Funded Roadway Improvement Project On-System, which will allow for preliminary engineering (schematic, environmental, utilities, right-of-way), plans, specifications, and estimates (PS&E), and construction for a continuous left turn lane, right turn lane, and signals, in Williamson County, Texas.

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Code Cha	rt 64 #	50246		
Project Na	ame	FM 973 at CR		R 404

WHEREAS, costs are shared between local and State governments as outlined in an Advance Funding Agreement, and

Funding Agreement and enter into the Project referenced above by the	o this agreement with the two CSJ. The County	ourt does hereby approve the Advance he Texas Department of Transportation for y Judge is authorized to execute all documents
necessary to complete this transact RESOLVED thisday of		
		Bill Gravell Jr., County Judge
Attest:		
Nancy E. Rister, County	v Clerk	

**Commissioners Court - Regular Session** 

**Meeting Date:** 11/01/2022

**TXDOT AFA** 

Submitted For: Charlie Crossfield

**Department:** Road Bond

Agenda Category: Regular Agenda Items

# Information

35.

Submitted By: Charlie Crossfield, Road Bond

### Agenda Item

Discuss, consider and take appropriate action on an Advance Funding Agreement for the CR 404 project in Williamson County. Funding Source: Road Bonds P390

# **Background**

### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

**AFA** 

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 10/27/2022 09:24 PM

Form Started By: Charlie Crossfield Started On: 10/27/2022 10:17 AM Final Approval Date: 10/27/2022

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Project Na	ame	FM 973 at CR 404		

STATE OF TEXAS §

COUNTY OF TRAVIS §

# ADVANCE FUNDING AGREEMENT For Locally Funded Roadway Improvement Project On-System

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **County of Williamson**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

#### WITNESSETH

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS**, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 115814 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as Intersection and Operational Improvement on FM 973 at CR 404, in Williamson County. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution dated **11/01/2022**, which is attached to and made a part of this Agreement as Attachment C, Resolution. A map showing the Project location appears in Attachment A, Location Map Showing Project, (Attachment A) which is attached to and made a part of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows

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Project Na	me	FM 973 at CR 404		

#### **AGREEMENT**

#### 1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 12
4.	Local Government	Construction Responsibilities	Article 13
5.	Local Government	Right of Way and Real Property	Article 15

#### 2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### 3. Scope of Work

The scope of work for this Project consists of preliminary engineering (schematic, utilities, right-of-way, environmental), plans, specifications, and estimates (PS&E) and construction for a continuous left turn lane, right turn lane, and traffic signals on the intersection of FM 973 at CR 404 and FM 973 at FCR, in Williamson County, Texas.

#### 4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget, (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

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- D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding or the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred the State may refuse to reimburse the Local Government for those costs.

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- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government or the State for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

### 5. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

#### 6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

#### 7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

#### 8. Utilities

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for

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the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

# 9. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

### 10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

#### 11. Procurement Standards

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

#### 12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

#### 13. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

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- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

### 14. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

# 15. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed

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- to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

#### 16. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is

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complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

#### 17. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
County of Williamson	Texas Department of Transportation
ATTN: County Judge	ATTN: Director of Contract Services
710 S. Main Street, Ste. 101	125 E. 11 <sup>th</sup> Street
Georgetown, TX 78626	Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

# 18. Legal Construction

If 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 any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

#### 19. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

#### 20. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, of photocopy reproduction on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

#### 21. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

### 22. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

#### 23. Procurement and Property Management Standards

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The parties to this Agreement shall adhere to the procurement and property management standards established in the Texas Uniform Grant Management Standards.

#### 24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

### 25. Audit

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

# 26. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

#### 27. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

#### 28. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

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District #	14		AFA ID	Z00003891
Code Chart 64 # 50246		246		
Project Na	t Name FM		973 at CI	R 404

- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

CSJ#		2295-01-018		
District #	14		AFA ID	Z00003891
Code Cha	rt 64 #	50246		
Project Na	me	FM	973 at CI	R 404

# 29.

**Signatory Warranty**Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

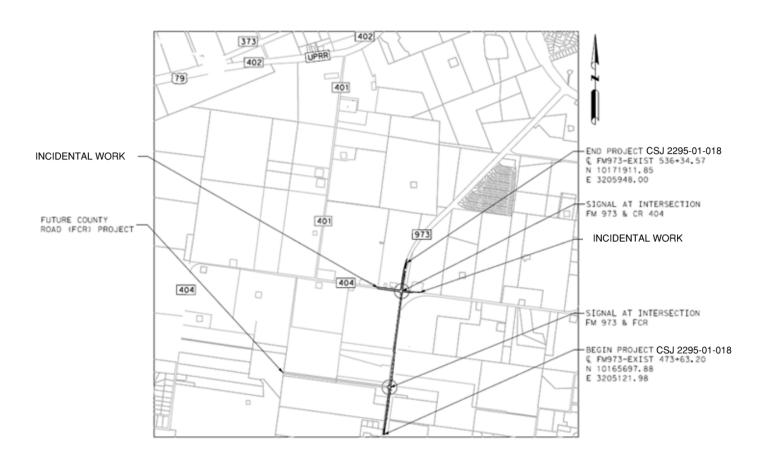
Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Kenneth Stewart	Bill Gravell, Jr
Typed or Printed Name	Typed or Printed Name
Director of Contract Services	County Judge
Typed or Printed Title	Typed or Printed Title
Date	Date

Page 11 of 11 AFA NonFed LongGen Rev. 12/10/2021

CSJ#		2295-01-018		
District #	14		AFA ID	Z00003891
Code Chart 64 # 50		502	246	
Project Name F		FM	FM 973 at CR 404	

# ATTACHMENT A LOCATION MAP SHOWING PROJECT



CSJ#		229	95-01-018	
District #	14		AFA ID	Z00003891
Code Chart 64 #		502	246	
Project Name FM Ro			R 404 and Future County	

# ATTACHMENT B PROJECT BUDGET

Costs (excluding State Direct and Indirect Costs) will be allocated based on 100% Local Government funding, the Local Government will then be responsible for project costs overruns. The State will be responsible for Indirect State Cost.

Description	Total Estimated	State F	Participation	Local Participation	
	Cost	%	Cost	%	Cost
Construction (by Local Government)	\$3,800,000	0%	\$0	100%	\$3,800,000
Subtotal	\$3,800,000		\$0		\$3,800,000
Environmental Direct State Costs	\$11,400	100%	\$11,400	0%	\$0
Right of Way Direct State Costs	\$8,550	100%	\$8,550	0%	\$0
Engineering Direct State Costs	\$28,500	100%	\$28,500	0%	\$0
Utility Direct State Costs	\$8,550	100%	\$8,550	0%	\$0
Construction Direct State Costs	\$39,900	100%	\$39,900	0%	\$0
Indirect State Cost (4.77%)	\$181,260	100%	\$181,260	0%	\$0
TOTAL	\$4,078,160		\$278,160		\$3,800,000

Initial payment by the Local Government to the State: \$0
Payment by the Local Government to the State before construction: \$0
Estimated total payment by the Local Government to the State \$0

This is an estimate. The final amount of Local Government participation will be based on actual costs.

**Commissioners Court - Regular Session** 

**Meeting Date:** 11/01/2022

CR 255 contract

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

**Department:** Road Bond

Agenda Category: Regular Agenda Items

#### Information

36.

### Agenda Item

Discuss, consider and take appropriate action on a purchase contract with North Vista Ranch I, a protected series of JHS Custom Homes LLC for 0.136 AC needed as right of way on the CR 255 project. Funding Source: LRTP P547

# Background

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

contract

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 10/27/2022 09:25 PM

Form Started By: Charlie Crossfield Started On: 10/27/2022 11:53 AM Final Approval Date: 10/27/2022

# REAL ESTATE CONTRACT

CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **NORTH VISTA RANCH I**, A protected series of JHS Custom Homes LLC, a Texas series limited liability company (referred to in this Contract as "Seller", whether one or more) and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

# ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.136-acre (5,924 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas, being a portion of Lot 2, Block A, North Vista Ranch Phase 1 Subdivision recorded in Document No. 2020065726 Plat Records of Williamson County, Texas, described in a deed to North Vista 1 recorded in Document No. 2021018970 official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 26);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

# ARTICLE II PURCHASE PRICE

#### Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibit "A", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of TWENTY-FIVE THOUSAND and 00/100 Dollars (\$25,000.00).

#### Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

# ARTICLE III PURCHASER'S OBLIGATIONS

# Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

#### Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

# ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

- 4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:
- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.
- (b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.
  - 4.02. The Property is being conveyed to Purchaser under threat of condemnation.

### ARTICLE V CLOSING

#### Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before November 28, 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's Obligations at Closing

### 5.02. At the Closing Seller shall:

- (1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:
  - (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
  - (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
  - (c) Any exceptions approved by Purchaser in writing.
- (2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.
- (3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:
  - (a) The boundary and survey exceptions shall be deleted.
  - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
  - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
  - (4) Deliver to Purchaser possession of the Property.

#### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

#### Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. 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, which directly result from this Contract and conveyance shall be paid by Purchaser.

#### **Closing Costs**

- 5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:
  - (1) Owner's Title Policy and survey to be paid by Purchaser.
  - (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
  - (3) All other closing costs shall be paid by Purchaser.
  - (4) Attorney's fees paid by each respectively.

# ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

### ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the

Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$1,000 as liquidated damages for any failure by Purchaser.

# ARTICLE VIII MISCELLANEOUS

#### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

# Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

#### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

### Legal Construction

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

#### Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

# Time of Essence

8.06. Time is of the essence in this Contract.

#### Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

#### Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

# Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

#### Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

#### Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:		
NORTH VISTA RANCH I, A protected series of JHS Cus Homes LLC A Texas series limited liability company	tom	
By: Arbide		
Name: Jeff Smith		
Title: Manager		
PURCHASER:		
WILLIAMSON COUNTY, TEXAS		
By:Bill Gravell, Jr. County Judge	Address:	710 Main Street, Suite 101 Georgetown, Texas 78626
Date:		



P. O. Box 324 Cedar Park, Texas 78630-0324 (512) 259-3361Phone Please add TBPLS Firm No. 10103800

0.136 ACRE RIGHT-OF-WAY PARCEL NO. 26 NORTH VISTA RANCH I LOT 2, BLOCK A, NORTH VISTA RANCH PHASE I, FINAL PLAT WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.136 ACRES (APPROXIMATELY 5,924 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK A, NORTH VISTA RANCH, PHASE 1, FINAL PLAT, A SUBDIVISION OF RECORD IN DOCUMENT NO. 20200657265 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO NORTH VISTA I, IN A GENERAL WARRANTY DEED DATED FEBRUARY 8, 2021, AND RECORDED IN DOCUMENT NO. 2021018970 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.136 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod with cap marked "Matkin-Hoover-Surveying & Eng." Found in the existing east right-of-way line of County Road 255 (right-of-way width varies), for the southwest corner of Lot 3 and the northwest corner of the herein described tract of land, also being the northwest corner of said Lot 2, from which a 1/2" iron rod with "Matkin-Hoover-Surveying & Eng" cap found in the existing east right-of-way line of County Road 255 at the northwest corner of Lot 3, bears North 20°37'55" West, a distance of 222.56 feet;

THENCE North 70°49'50" East, with the north line of said Lot 2 and the South line of Lot 3 a distance of 44.79 feet to the northeast corner of the herein described tract a set ½ inch iron rod with cap marked "Walker 5283" from which a ½ inch iron rod with cap marked "Matkin-Hoover-Surveying & Eng." Found at the northeast corner of said Lot 2 bears North 70°49'50" East a distance of 285.26 feet;

**THENCE** South 20°05'16" East a across said Lot 2 a distance of 134.03 feet to the Southeast corner of the herein described tract a ½ inch iron rod with cap marked "Walker 5283" set in the South line of said Lot 2 the North line of Lot 1 from which a ½ inch iron rod with cap marked "Matkin-Hoover-Surveying & Eng." Found at the southeast corner of said Lot 2 bears North 70°49'39" East a distance of 286.49 feet;

THENCE South 70°49'39" West with the South line of said Lot 2 and the North line of Lot 1 a distance of 43.50 feet to the southwest corner of the herein described tract the southwest corner of said Lot 2, the northwest corner of Lot 1 a ½ inch iron rod with cap marked "Matkin-Hoover-Surveying & Eng." Found in the East right-of-way line of said County Road 255 (variable width), from which a ½ inch iron rod with cap marked "Matkin-Hoover-Surveying & Eng." Found at the southwest corner of Lot 10, Block B bears South 20°37'54" East a distance of 327.16 feet;

**THENCE** North 20°38'10" West with the West line of said Lot 2 and the East right of way line of said County Road 255 a distance of 134.06 feet to the **POINT OF BEGINNING**, containing 0.136 acres of land more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS). Attachments: Survey Drawing No. 075054-02-PARCEL 26.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

Charles G. Walker Date
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.136 ACRES (APPROXIMATELY 5,924 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK A, FINAL PLAT OF NORTH VISTA RANCH, PHASE 1, SUBDIVISION, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2020065726 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO NORTH VISTA RANCH I, IN A GENERAL WARRANTY DEED DATED-FEBRUARY 8, 2021 AND RECORDED IN DOCUMENT NO. 2021018970 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

	LINE TABLE							
LINE	BEARING	DISTANCE						
L1	N 70°49'50" E	44.79'						
L2	S 20°05'16" E	134.03'						
L3	S 70°49'39" W	43.50'						
L4	N 20°38'10" W	134.06'						

#### **LEGEND**

O 1/2" IRON ROD WITH "WALKER 5283" CAP SET

1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)

● <sub>M-H-S</sub> 1/2" IRON ROD FOUND WITH CAP MARKED

"MATKIN-HOOVER-SURVEY&ENG"

△ CALCULATED POINT

P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS

— X FENCE LINE

() RECORD INFORMATION

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEO DETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624 (FOR SURFACE TO GRID CONVERSION)

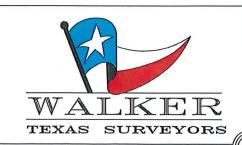
INVERSE SCALE FACTOR = 1.000115040 (FOR GRID TO SURFACE CONVERSION) "PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

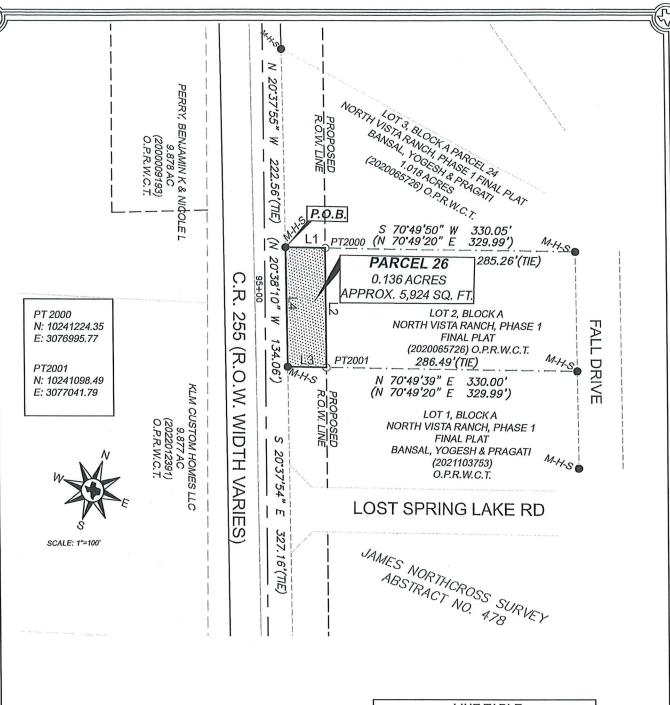
THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT AND NO TITLE SEARCH WAS PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

WALKER TEXAS SURVEYORS, INC. P.O. BOX 324 CEDAR PARK, TEXAS 78630 (512) 259-3361 T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: OCTOBER, 2022 DRAWING NO.: 0750504-02-PARCEL 26 PROJECT NO.: 0750504 DRAWN BY: MLH PAGE 3 OF 4







"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

LINE TABLE					
LINE	BEARING	DISTANCE			
L1	N 70°49'50" E	44.79'			
L2	S 20°05'16" E	134.03'			
L3	S 70°49'39" W	43.50'			
L4	N 20°38'10" W	134.06'			





DRAWING NO.: 075054-02--PARCEL 26 PAGE 4 OF 4 Parcel 26

# <u>**DEED**</u> County Road 255 Right of Way

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

# NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That NORTH VISTA RANCH I, A protected series of JHS Custom Homes LLC A Texas series limited liability company hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 0.136-acre (5,924 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas, being a portion of Lot 2, Block A, North Vista Ranch Phase 1 Subdivision recorded in Document No. 2020065726 Plat Records of Williamson County, Texas, described in a deed to North Vista 1 recorded in Document No. 2021018970 official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 26);

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

# RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of County Road 255.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_\_, 2022.

[signature page follows]

GRANTOR:						
NORTH VISTA RANCH I, A protected series of JHS Custom Homes LLC A Texas series limited liability company						
By:	_					
Name: Jeff Smith						
Title:						
	ACKNOWLEDGMENT					
STATE OF TEXAS	§					
COUNTY OF	\$ \$ _					
	owledged before me on this the day of, sy and for the purposes and consideration recited therein.					
	Notary Public, State of Texas					
PREPARED IN THE OFFICE	OF: Sheets & Crossfield, PLLC 309 East Main Round Rock, Texas 78664					
GRANTEE'S MAILING ADDRE	Williamson County, Texas Attn: County Auditor 710 Main Street, Suite 101 Georgetown, Texas 78626					

# AFTER RECORDING RETURN TO:

37.

**Meeting Date:** 11/01/2022 Resolution for Condemnation

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 determining the necessity and authorizing the use of eminent domain to condemn (13.433 acres) required for the construction of SE Loop Segment 2. (WMV Hutto 390 DE, LLC/ Parcel 41) Funding Source: TANS P588

# **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

#### Resolution

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 10/27/2022 09:22 PM

Form Started By: Charlie Crossfield Final Approval Date: 10/27/2022 Started On: 10/26/2022 03:50 PM

# IN THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS

#### **RESOLUTION**

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 13.433 acres (Parcel 41) described by metes and bounds in Exhibit "A" owned by WMV Hutto 390 DE, LLC for the purpose of constructing, reconstructing, maintaining, and operating the Southeast Loop Segment 2 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY

OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby

authorized and directed to file or cause to be filed against the owners of any interest in,

and the holders of any lien secured by, the following described tracts of land, described in

Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for

the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the

condemnation of all property interests required to complete the construction and

maintenance of the Project and associated public purposes. If it is later determined that

there are any errors in the descriptions contained herein or if later surveys contain more

accurate revised descriptions, the County Attorney is authorized to have such errors

corrected or revisions made without the necessity of obtaining a new resolution of the

Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent

be and he is hereby authorized and directed to incur such expenses and to employ such

experts as he shall deem necessary to assist in the prosecution of such suit in eminent

domain, including, but not limited to, appraisers, engineers, and land use planners or

other required expert consultants.

Adopted this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 2022.

P'11 0 11 I

Bill Gravell, Jr.

Williamson County Judge

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#### EXHIBIT "A"

County: Williamson Page 1 of 6 September 27, 2022

Parcel No.: 41

Tax ID: R020555, R020545 Highway: Southeast Loop Limits: From: C.R. 137

To: C.R. 404

#### PROPERTY DESCRIPTION FOR PARCEL 41

DESCRIPTION OF A 13.433 ACRE (585,141 SQ. FT.) PARCEL OF LAND LOCATED IN THE MASSILLON FARLEY SURVEY, SECTION NO. 25, ABSTRACT NO. 238, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 389.542 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO WMV HUTTO 390 DE, LLC, RECORDED MARCH 7, 2022 IN DOCUMENT NO. 2022029057, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 13.433 ACRE (585,141 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "RJ SURVEYING" found 573.50 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 342+48.75 on the west line of a called 63.6 acre tract of land, described in a deed to Mart S. Kreuger, recorded in Volume 2551, Page 599, Official Records of Williamson County, Texas (O.R.W.C.TX.), for the most easterly northeast corner of a called 107.22 acre tract of land, described as Tract 5 in a deed to Clarendor Capital, LTD., recorded in Document No. 2021191286, O.P.R.W.C.TX., same being the southeast corner of said 389.582 acre tract;

THENCE N 83°05'04" W, with the common line of said 107.22 acre tract and said 389.582 acre tract, a distance of 816.34 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (replacing a 1/2-inch iron rod found) (Surface Coordinates: N=10,163,225.88, E=3,186,160.31) set 288.37 feet right of Southeast Loop E.C.S. 334+83.79 on the proposed south right-of-way line of Southeast Loop, for the most southerly southeast corner and the **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the proposed south right-of-way line of said Southeast Loop, with the common line of said 107.22 acre tract and said 389.582 acre tract, the following two (2) courses and distances numbered 1-2:

- 1) N 82°41'40" W, a distance of 346.36 feet to a 1/2-inch iron rod with a plastic cap stamped "5729" found, for the southwest corner of said 389.582 acre tract and the parcel described herein, and
- 2) N 07°50'20" E, a distance of 416.78 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 222.95 feet left of Southeast Loop E.C.S. 333+11.91 on the proposed north right-of-way line of said Southeast Loop, for the northwest corner of the parcel described herein, said point being the beginning of a curve to the right;

THENCE departing the common line of said 107.22 acre tract and said 389.582 acre tract, with the proposed north right-of-way line of said Southeast Loop, over and across said 389.582 acre tract, the following eight (8) courses and distances numbered 3-10:

- 3) With said curve to the right, an arc distance of 343.53 feet, through a delta of 02°05'06", having a radius of 9,440.00 feet, and a chord that bears N 75°18'03" E, a distance of 343.51 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 229.98 feet left of Southeast Loop E.C.S. 336+55.35,
- 4) N 11°18'32" E, a distance of 130.14 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 348.08 left of Southeast Loop E.C.S. 337+10.01,

FN 49156 SAM Job No. 61125

#### EXHIBIT "A"

County: Williamson Page 2 of 6 September 27, 2022

Parcel No.: 41

Tax ID: R020555, R020545 Highway: Southeast Loop Limits: From: C.R. 137

To: C.R. 404

5) S 77°30'40" E, a distance of 74.02 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 315.61 feet left of Southeast Loop E.C.S. 337+76.52,

- 6) S 11°18'32" W, a distance of 94.34 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Southeast Loop E.C.S. 337+36.90,
- 7) N 76°28'25" E, a distance of 559.65 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Southeast Loop E.C.S. 342+96.55, said point being the beginning of a curve to the right,
- 8) With said curve to the right, an arc distance of 62.92 feet, through a delta of 06°22'51", having a radius of 565.00 feet, and a chord that bears N 73°16'59" E, a distance of 62.89 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.50 feet left of Southeast Loop E.C.S. 343+59.34
- 9) N 76°28'25" E, a distance of 7.41 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.50 feet left of Southeast Loop E.C.S. 343+66.75, and
- 10) N 76°12'05" E, a distance of 201.16 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 234.46 feet left of Southeast Loop E.C.S. 345.67.91 on the common line of said 63.6 acre tract and said 389.582 acre tract, for the northeast corner of the parcel described herein;
- 11) **THENCE** S 08°01'44" W, departing the proposed north right-of-way line of said Southeast Loop, with the common line of said 63.6 acre tract and said 389.582 acre tract, a distance of 503.14 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.50 feet right of Southeast Loop E.C.S. 343+83.05 on the proposed south right-of-way line of said Southeast Loop, for the most easterly southeast corner of the parcel described herein;

**THENCE** departing the common line of said 63.6 acre tract and said 389.582 acre tract, with the proposed south right-of-way line of said Southeast Loop, over and across said 389.582 acre tract, the following three (3) courses and distances numbered 12-14:

- 12) S 76°28'25" W, a distance of 694.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.50 feet right of Southeast Loop E.C.S. 336+88.26,
- 13) S 78°00'48" W, a distance of 181.01 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 228.64 feet right of Southeast Loop E.C.S. 335+07.31, and

#### THIS SPACE INTENTIONALLY LEFT BLANK

FN 49156 SAM Job No. 61125

#### EXHIBIT "A"

County: Williamson

Parcel No.: 41

Tax ID: R020555, R020545 Highway: Southeast Loop Limits: From: C.R. 137 To: C.R. 404 Page 3 of 6 September 27, 2022

14) S 07°58'06" W, a distance of 64.20 feet to the **POINT OF BEGINNING**, and containing 13.433 acres (585,141 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

#### **Bearing Basis:**

All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

THE STATE OF TEXAS

COUNTY OF TRAVIS

8

KNOW ALL MEN BY THESE PRESENTS:

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

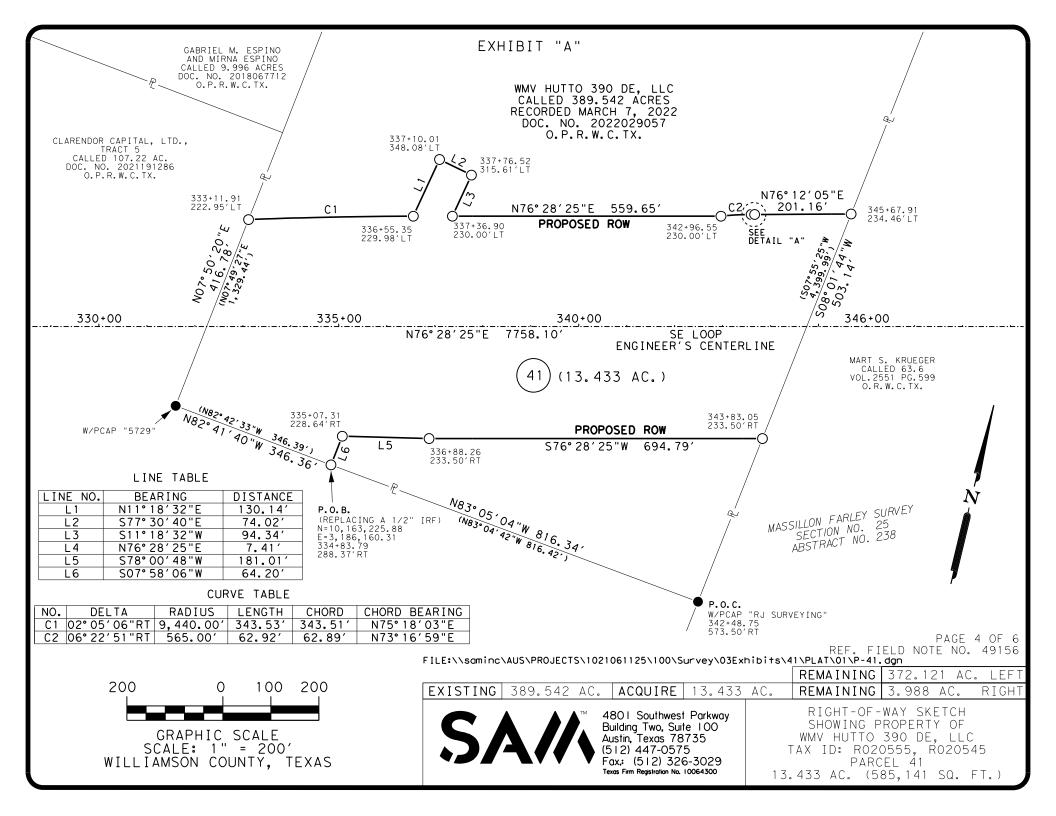
SURVEYING AND MAPPING, LLC

4801 Southwest Pkwy Building Two, Suite 100 Austin, Texas 78735 TX. Firm No. 10064300 SCOTT C. BRASHEAR B

Scott C. Brashear Date Registered Professional Land Surveyor No. 6660 – State of Texas

S and C. P 9/27/2022

FN 49156 SAM Job No. 61125



#### SCHEDULE B:

- THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-159153, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 12, 2022, AND ISSUED DATE SEPTEMBER 20, 2022.
- 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. INGRESS/EGRESS EASEMENT TO AND FROM WATER WELL, AS DESCRIBED IN VOLUME 232, PAGE 91 AND VOLUME 259, PAGE 176, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
- 2. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 286, PAGE 351, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
- 3. PIPELINE EASEMENT GRANTED TO JONAH WATER SUPPLY CORP., AS DESCRIBED IN VOLUME 597, PAGE 991, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, AMY AFFECT)
- 4. CHANNEL EASEMENT GRANTED TO STATE OF TEXAS, ACTING THROUGH THE STATE HIGHWAY COMMISSION, AS DESCRIBED IN VOLUME 386, PAGE 377, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
- 5. PIPELINE EASEMENT GRANTED TO JONAH WATER SUPPLY CORP., AS DESCRIBED IN VOLUME 598, PAGE 8, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT. MAY AFFECT)
- 6. PIPELINE EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY, AS DESCRIBED IN VOLUME 828, PAGE 128 AND ASSIGNED IN VOLUME 848, PAGE 291, DEEDRECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
- 7. PIPELINE EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY, AS DESCRIBED IN VOLUME 830, PAGE 364, DEED RECORDS; AND BEING FURTHER AFFECTED BYSUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT RECORDED IN VOLUME 2174, PAGE 461, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
- 8. PIPELINE EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY, LLC, AS DESCRIBED IN DOCUMENT NO. 2015079038, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
- 9. PIPELINE EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY, LLC, AS DESCRIBED IN DOCUMENT NO. 2015090545, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
- 10. PIPELINE EASEMENT GRANTED TO ENTERPRISE CRUDE PIPELINE, LLC, AS DESCRIBED IN DOCUMENT NO. 2015100565, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

- 11. PIPELINE EASEMENT GRANTED TO ENTERPRISE CRUDE PIPELINE, LLC, AS DESCRIBED IN DOCUMENT NO. 2016072554, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
- 12. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RESOLUTION ACCEPTING THE PETITION OF CERTAIN PROPERTY OWNERS TO BE INCLUDED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF HUTTO OF RECORD IN VOLUME 885, PAGE 64, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)
- 13. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN TEMPORARY WORK SPACE AGREEMENT DATED MAY 21, 1992, AS EVIDENCED BY SUBORDINATION OF LIEN TO A GRANT OF EASEMENT AND TEMPORARY WORK SPACE DATED NOVEMBER 13, 1992, RECORDED IN VOLUME 2220, PAGE 803, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)
- 14. SUBJECT TO ANY AND ALL RIGHTS AND PRIVILEGES EXISTING OR WHICH MAY LATER EXIST BY VIRTUE OF THAT PORTION OF THE PROPERTY BEING USED AS A CEMETERY; INCLUDING, BUT NOT LIMITED TO THE RIGST TO SEPULCHER AND INTERMENT AND TO THE RIGHTS OF INCRESS AND EGRESS IN AND TO THE SAID CEMETERY; AS DISCLOSED BY DEED DATED SEPTEMBER 24, 1902, RECORDED IN VOLUME 102, PAGE 307, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)
- 15. 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.
- 16. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.
- 17. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

PAGE 5 OF 6
REF. FIELD NOTE NO. 49156

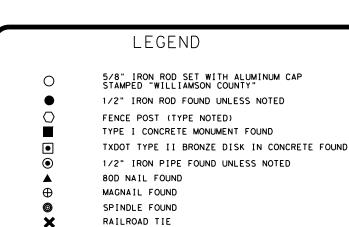
FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\41\PLAT\01\P-41.dgn

REMAINING 372.121 AC. LEFT ACQUIRE 13.433 AC. REMAINING 3.988 AC. RIGHT

SA//

**EXISTING** | 389.542 AC.

480 | Southwest Parkway Building Two, Suite | 100 Austin, Texas 78735 (5|2) 447-0575 Fax.: (5|2) 326-3029 Texas Frim Registration No. 10064300 RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
WMV HUTTO 390 DE, LLC
TAX ID: R020555, R020545
PARCEL 41
13.433 AC. (585,141 SQ. FT.)



CALCULATED POINT

RECORD INFORMATION

POINT OF BEGINNING

POINT OF REFERENCE

POINT OF COMMENCING

OFFICIAL RECORDS OF

WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY, TEXAS OFFICIAL PUBLIC RECORDS OF

WILLIAMSON COUNTY, TEXAS DISTANCE NOT TO SCALE DEED LINE (COMMON OWNERSHIP)

PROPERTY LINE

NOT TO SCALE DEED RECORDS OF

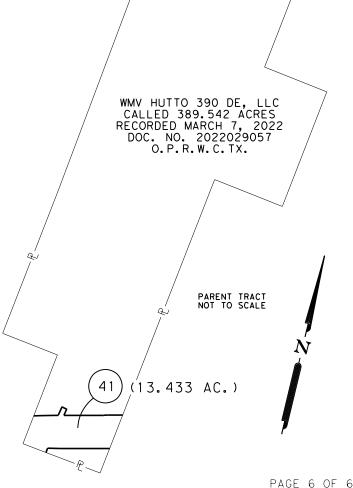
WMV HUTTO 390 DE. CALLED 389.542 ÁCRES RECORDED MARCH 7. 2022% DOC. NO. 2022029057 O.P.R.W.C.TX. N76° 12′ 05"E

EXHIBIT "A"

201.16 343+59.34 **PROPOSED** 343+66.75 233.50'LT 233.50'LT ROW

> DETAIL "A" NOT TO SCALE

SCOTT C. BRASHEAR



#### NOTES:

Δ

P

P.O.B.

P. O. C.

P.O.R. N. T. S.

D.R.W.C.TX.

O. R. W. C. TX.

O. P. R. W. C. TX.

- 1.ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE, ALL DISTANCES SHOWN ARE
  SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE
  ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE
  AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
- 2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-159153, EFFECTIVE DATE SEPTEMBER 12, 2022, AND ISSUED DATE SEPTEMBER 20, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- 3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
- 4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- 5. \* AREA CALCULATED BY SAM, LLC.

REF. FIELD NOTE NO. 49156

3.988 AC.

LEF

RIGH

AC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\41\PLAT\01\P-41.dgn
THE BEST OF MY KNOWLEDGE AND BELIEF. REMAINING 372.121

**EXISTING** | 389.542 AC.

4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texas Firm Registration No. 10064300

**ACQUIRE** | 13.433 AC.

RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF WMV HUTTO 390 DE, LLC TAX ID: R020555. R020545 PARCEL 41 13.433 AC. (585.141 SQ. FT.)

REMAINING |

and C. Re

SCOTT C. BRASHEAR REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6660, STATE OF TEXAS

9/27/2022

**Meeting Date:** 11/01/2022

**Executive Session** 

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

**Department:** Road Bond

Agenda Category: Executive Session

#### Information

#### Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

#### A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
- b) Discuss the acquisition of real property for CR 176 at RM 2243
- c) Discuss the acquisition of real property: CR 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.
- I) 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

38.

- 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**

### **Fiscal Impact**

From/To Acct No. Description Amount

### **Attachments**

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 10/27/2022 09:23 PM
Form Started By: Charlie Crossfield Started On: 10/26/2022 04:40 PM

Final Approval Date: 10/27/2022

**Meeting Date:** 11/01/2022

**Economic Development** 

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

**Department:** Road Bond

Agenda Category: Executive Session

#### Information

39.

### 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
- k) Project Mellencamp

#### **Background**

# **Fiscal Impact**

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

#### **Attachments**

No file(s) attached.

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 10/27/2022 09:23 PM

Form Started By: Charlie Crossfield Started On: 10/26/2022 04:41 PM

Final Approval Date: 10/27/2022