NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
April 4, 2023
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 – 29)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545.0545.004419	Property Insurance	$2,645.00
To	0545.0545.004510	Facilities Repair	$2,645.00

4. Discuss, consider, and take appropriate action on a line item transfer for the Fire Marshal Special Operations Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0542-003110	Other Supplies	$2,969.18
To	0100-0542-003001	Small Equipment & Tools	$2,969.18

5. 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.

6. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 3/01/2023 through 3/31/2023.

7. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Texas Local Government Code 263.152, for the period of 3/01/2023 through 3/31/2023.

8. Discuss, consider and take appropriate action on the updated Williamson County Vendor Reimbursement Policy.

9. Discuss, consider and take appropriate action to terminate Chapter 381 agreement between Williamson County and Upper Forty, LLC.

10. Discuss, consider and take any appropriate action to approve order pertaining to certificate of death of decedent, Simon Christopher Havoc, to authorize correction of listed details relevant to same and replace name of County Judge with next of kin.

11. Discuss, consider, and take appropriate action on canceling Commissioners Court on Tuesday, April 18, 2023.

12. Discuss, consider and take appropriate action on a Consulting Services Agreement between Williamson County and Terri Abernathy for program administration and development consulting services to support the Williamson County Family Recovery Court.

13. Discuss, consider and take appropriate action regarding the engagement of attorney Elizabeth Branch to provide legal support to Williamson County District Judges in the performance of their duties as they relate to civil law matters on the District Courts' dockets on an as-needed basis and subject to available budgetary funding; and exempt these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

14. Discuss, consider, and take appropriate action on approving Interlocal Agreements for Emergency and Non-Emergency Law Enforcement Dispatch Services between Williamson County, Texas and each of the political subdivisions that Williamson County Emergency Communications provides nonemergency and emergency law enforcement dispatching services to in Williamson County; and authorize execution of the agreements.

15. Discuss, consider, and take appropriate action on approving Memorandums of Understanding for Emergency and Non-Emergency Law Enforcement Dispatch Services between Williamson County, Texas and Williamson County Law Enforcement Offices/Agencies that Williamson County Emergency Communications provides nonemergency and emergency law enforcement dispatching services to in Williamson County; and authorize execution of the agreements.

16. Discuss, consider and take appropriate action on adopting a resolution supporting the application for Homeland Security Grant Program (HSGP), 2023 Urban Area Security Initiative – Regular Projects (UASI-R) for the Williamson County Hazmat Monitor/Suit/SCBA Maintenance Project. The (HSGP), (UASI-R) grant application number is 4893401.

17. Discuss, consider and take appropriate action on approving a six (6) month contract extension with Accelerated Card Company, LLC dba/Certified Payments in order to allow additional time to complete the RFP process.

18. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Applicant Tracking System under RFP #23RFP63.

19. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with First United Methodist Church for off duty contracting of County Sheriff Deputies to be effective April 7, 2023. (Church located at 1004 N. Mays St. in Round Rock.)

20. Discuss, consider, and take appropriate action on approving a blanket purchase order for air card service (internet access) with Verizon Wireless in the amount of $54,477.66 pursuant to DIR contract #DIR-TSO-4336.

21. Discuss, consider, and take appropriate action on approving an addendum to the agreement between Williamson County and Indigent Healthcare Solutions, LTD.

22. Discuss, consider, and take appropriate action on the execution of the Release and Waiver of Right of First Refusal on a portion of the Cobbs Cavern Karst Fauna Area.

23. Discuss, consider and take appropriate action on participation by Williamson County Road Bond Program under the County's Habitat Conservation Plan (HCP) for improvements and ramp addition at the intersection of SH 195 and Ronald Reagan.

24. Discuss, consider and take appropriate action on approving the Occupation and Use Agreement for staff caretaker at Berry Springs Park & Preserve.

25. Discuss, consider and take appropriate action on approving ratification of agreement #2023173 between Williamson County and Danne Cranor d/b/a Lott Fence for emergency installation and purchase of Barbed Wire Fencing at Debris Burn site due to winter storm Mara in the amount of $15,726.54 and exempting from the competitive bid/proposal requirements pursuant to the discretionary exemption as set forth under Texas Local Government Code § 262.024 (a)(2) [an item necessary to preserve and protect the public health or safety or the residents of the county].

26. Discuss, consider and take appropriate action on authorizing the extension of Contract #T3485 Crack Seal Services, renewal option period #2, for the same pricing, terms and conditions as the existing contract with RHB Construction for the term of 5/21/23 - 5/20/24.

27. Discuss, consider, and take appropriate action on executing the agreements under IFB# 23IFB21 Ronald Reagan Blvd at Elizabeth Park Temporary Signals to the lowest and best bidder, The Levy Company and IFB# 23IFB34 CR307 to Joe Bland Construction.

28. Discuss, consider and take appropriate action on approval of the final plat for the Lariat Section 5 subdivision – Precinct 2.

29. Discuss, consider and take appropriate action on approval of the replat of Lot 1, J A Needler subdivision – Precinct 4.

REGULAR AGENDA

30. Discuss, consider, and take appropriate action on a proclamation declaring April 2023 to be National Child Abuse Awareness and Prevention Month in Williamson County.

31. Discuss, consider and take appropriate action on the 2023 Employee of the Year categories, including the Project Team category, processes, and timelines.

32. Deliberate, discuss, consider, receive information/situational updates and take any appropriate action on public health and safety related matters, issues, business and concerns resulting from and pertaining to the severe winter weather event experienced in Williamson County, Texas during the week of January 30th, 2023.

33. Discuss, consider and take appropriate action on approving ratification of agreement #2023159 between Williamson County and Ceres Environmental Services, Inc. for emergency debris removal due to winter storm Mara damage with a not-to-exceed amount of $3,351,980.85 and exempting from the competitive bid/proposal requirements pursuant to the discretionary exemption as set forth under Texas Local Government Code § 262.024 (a)(2) [an item necessary to preserve and protect the public health or safety or the residents of the county].

34. Discuss, consider and take appropriate action on approving ratification of agreement #2023158 between Williamson County and Tetra Tech, Inc. for emergency debris monitoring due to winter storm Mara damage with a not-to-exceed amount of $1,064,432.10 and exempting from the competitive bid/proposal requirements pursuant to the discretionary exemption as set forth under Texas Local Government Code § 262.024 (a)(2) [an item necessary to preserve and protect the public health or safety or the residents of the county].

35. Discuss, consider, and take appropriate action on awarding IFB #23IFB45 Turnkey Mini Split Unit for IDF Room at Williamson County Justice Center to the lowest and best bidder, TD Industries, in the amount of $40,748.00 and authorizing the execution of the agreement.

36. Discuss, consider and take appropriate action on approving agreement #2023157 between Williamson County and Carrier Corporation for a like-for-like replacement of two (2) Trane chillers with two (2) new Carrier model 30XV180 screw compressor air-cooled chillers in the amount of four hundred and four thousand two hundred and seven dollars ($404,207.00) and exempting this purchase from the competitive bid/proposal requirements pursuant to the discretionary exemption as set forth under Texas Local Government Code § 262.024 (a)(3) [an item necessary because of unforeseen damage to public property] and authorizing execution of the agreement.

37. Discuss, consider, and take appropriate action on authorizing the purchase and service contract between G2 Construction Services, Inc. and Williamson County Contract #2023172 for the Old DPS Building Remodel in the amount of $435,000.00, pursuant to TIPS contract #211001 and execution of the agreement.

38. Discuss, consider, and take appropriate action on approving a 2022 CIP transfer to close P571 (ESOC Parking Lot) and move the remaining funds of $26,931.70 to P606 (Regional Park Restroom Renovation)

39. Discuss, consider, and take appropriate action on approving a 2023 CIP transfer to move $8,068.30 from P617 (2023 CIP unallocated) to P606 (Regional Park Restroom Renovation).

40. Discuss, consider and take appropriate action regarding a "Charge" for the 2023 Citizens Bond Committee.

41. Discuss, consider and take appropriate action on the Pedernales Electric Cooperative (PEC) power pole relocations reimbursable agreement for the South San Gabriel Ranches Subdivision Roadway Improvements project. Funding source: P489.

42. Discuss, consider, and take appropriate action regarding the Discretionary Service Agreement with Oncor for utility relocations on the Bud Stockton Extension Project, a Road Bond Project in Commissioner Precinct 4. P:307 Funding Source: Road Bond

43. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commissioner (THC), required as part of the Due Diligence Environmental Investigations on the CR 129 project, a Road Bond Project in Commissioner Pct. 4 (P375).

44. Discuss, consider and take appropriate action on a possession and use agreement for transportation purposes with Blue Hole Real Estate Investment, LLC for 0.534 acres needed as right of way on the Bagdad Rd./CR 279 project. (Parcel 13). Funding Source: Road Bonds P343

45. Discuss, consider and take appropriate action on a real estate contract with James D. Daniels for 0.135 acres needed as right of way on the CR 255 project (Parcel 22). Funding Source: TANS P588

46. Discuss, consider and take appropriate action on an Order Regarding Annexation by the City of Round Rock, Texas of portions of CR 122 and CR 110 Right of Way.

47. Discuss, consider and take appropriate action on an update for the 88th Legislative Session.

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)."

48. 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 CR 255.
f) Discuss the acquisition of real property for Bud Stockton Extension.
g) Discuss the acquisition of real property for CR 305/307.
h) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
i) Discuss the acquisition of real property for CR 111.
j) Discuss the acquisition of real property for Corridor H
k) Discuss the acquisition of real property for future SH 29 corridor.
l) Discuss the acquisition of right-of-way for Hero Way.
m) Discuss the acquisition of right-of-way for Corridor C.
n) Discuss the acquisition of right-of-way for Corridor F.
o) Discuss the acquisition of right-of-way for Corridor D.
p) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
q) Discuss the acquisition of right-of-way for Reagan extension.
r) Discuss the acquisition of real property near Justice Center.
s) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
t) Discuss the acquisition of the MKT Right of Way
u) Discuss acquisition of right of way for Corridor E.

v) Discuss acquisition of right of way for County Road 245.
w) Discuss acquisition of right of way for CR 401/404.
x) Discuss acquisition of right of way for Liberty Hill Bypass.
y) Discuss the acquisition of 321 Ed Schmidt Blvd., #300, Hutto, Texas

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
i) Sale of property located 747 County Rd. 138 Hutto, Texas
j) Discuss Right of Way for Southwestern Boulevard, Georgetown, 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.

49. 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 Fittipaldi
b) Project Acropolis
c) Project World
d) Project Mellencamp
e) Project Corgi
f) Project Anniversary
g) Project Glee
h) Project Skyfall

50. 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. 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
2. 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
3. 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
4. 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

5. 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

6. 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

7. 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

8. 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

9. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas

10. Cause No. 22-0916-C368; Chris Noel Carlin v. Christopher Davis and Williamson County; In the 368th Judicial District Court of Williamson County, Texas

11. 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

12. Cause No. 22-2067-C395; Chauncy Williams v. Williamson County Attorney's Office Victim Services Division, et al.; In the 395th Judicial District Court of Williamson County, Texas

13. 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

14. 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

15. 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

16. 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

17. 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

18. Cause No. D-1-GN-22-007162; Williamson County v. Ken Paxton, Attorney General of the State of Texas; In the 353rd Judicial District Court of Travis County, Texas

19. Civil Action No. 1:23-cv-00019; Cindy McNatt, individually and as dependent administrator of Estate of Joshua Ray McNatt, et al. v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division

20. Cause No. 23-0297-C368; Texas Fair Defense Project v. Williamson County Sheriff's Office; In the 368th Judicial District Court of Williamson County, Texas

c. EEOC/TWC matters:

1. EEOC Charge EEOC Charge No. 451-2023-00766 - K.B.

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 pertaining to DM Medical Billings, LLC.

5. Legal matters relating to proposed Hutto TIRZ #3.

6. Legal matters pertaining to nuisance abatement procedures.

7. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children's Advocacy Center, Inc.

51. 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).

52. 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).

53. 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)

54. Discuss and take appropriate action concerning economic development.

55. Discuss and take appropriate action concerning real estate.

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

a. General:

1. Litigation or claims or potential litigation or claims against the County or by the County
2. Status Update-Pending Cases or Claims
3. Employee/personnel related matters
4. Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.

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3. 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
4. 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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6. 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
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8. 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
9. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
10. Cause No. 22-0916-C368; Chris Noel Carlin v. Christopher Davis and Williamson County; In the 368th Judicial District Court of Williamson County, Texas

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12. Cause No. 22-2067-C395; Chauncy Williams v. Williamson County Attorney's Office Victim Services Division, et al.; In the 395th Judicial District Court of Williamson County, Texas
13. 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
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15. 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
16. 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
17. 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
18. Cause No. D-1-GN-22-007162; Williamson County v. Ken Paxton, Attorney General of the State of Texas; In the 353rd Judicial District Court of Travis County, Texas
19. Civil Action No. 1:23-cv-00019; Cindy McNatt, individually and as dependent administrator of Estate of Joshua Ray McNatt, et al. v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
20. Cause No. 23-0297-C368; Texas Fair Defense Project v. Williamson County Sheriff's Office; In the 368th Judicial District Court of Williamson County, Texas

c. EEOC/TWC matters:

1. EEOC Charge No. 451-2023-00766 - K.B.

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 pertaining to DM Medical Billings, LLC.
5. Legal matters relating to proposed Hutto TIRZ #3.
6. Legal matters pertaining to nuisance abatement procedures.
7. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children's Advocacy Center, Inc.

57. 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.

58. Comments from Commissioners.

59. 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.

60. Discuss, consider, deliberate, receive information and take any appropriate action relating to Strategic Planning for Williamson County.

_____
Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 31st day of March 2023 at 2:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 04/04/2023

Animal Shelter Line Item Transfer

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

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

Background

In order to make repairs to our HVAC system, we propose to move $2,645 from 4419 Property Insurance to 4510 Facilities Repair. This would give the shelter $2,645 to remain out of a deficit. We are requesting moving these funds in lieu of a budget amendment.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545.0545.004419	Property Insurance	$2,645.00
To	0545.0545.004510	Facilities Repair	$2,645.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/29/2023 08:52 AM
Budget Office	Saira Hernandez	03/30/2023 07:29 AM
Form Started By: Misty Valenta		Started On: 03/27/2023 03:10 PM
Final Approval Date: 03/30/2023		

Commissioners Court - Regular Session **4.**

Meeting Date: 04/04/2023

FMSO LIT for Air Diaphragm Pump

Submitted For: Hank Jones **Submitted By:** Hank Jones, Fire Marshal Spec Ops-Hazmat

Department: Fire Marshal Spec Ops-Hazmat

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the Fire Marshal Special Operations Department.

Background

This is a line-item transfer to provide funds for an air operated diaphragm pump used to offload petroleum oils, hydrocarbons and chemicals from overturned transportation vessels during roadway accidents.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0542-003110	Other Supplies	$2,969.18
To	0100-0542-003001	Small Equipment & Tools	$2,969.18

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/29/2023 03:28 PM
Budget Office	Saira Hernandez	03/30/2023 07:29 AM
Form Started By: Hank Jones		Started On: 03/29/2023 02:20 PM
Final Approval Date: 03/30/2023		

Commissioners Court - Regular Session **5.**

Meeting Date: 04/04/2023

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes, 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

Bilingual Stipend

Bilingual Stipend LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Laura Drewry	03/29/2023 04:55 PM
County Judge Exec Asst.	Becky Pruitt	03/30/2023 09:02 AM
Form Started By: Kayla Marek		Started On: 03/29/2023 04:18 PM
Final Approval Date: 03/30/2023		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Benefits	Sr Benefits Specialist.0009.001100.	16027	$56,229.26	$1,124.59	2.00	$57,353.86	-	MERIT	7-Apr-23
County Clerk Judicial	Deputy County Clerk.0670.001100.	05822	$50,028.10	$1,000.56	2.00	$51,028.66	-	MERIT	14-Apr-23
Human Resources	HR Generalist I.0001.001100.	13903	$57,014.88	$570.18	1.00	$57,585.06	-	MERIT	14-Apr-23

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0885	0886	001100	1,124.59	
01	0885	0886	001130		1,124.59
01	0100	0404	001100	1,000.56	
01	0100	0404	002010	76.54	
01	0100	0404	002020	155.49	
01	0100	8002	001130		1,000.56
01	0100	8002	002010		76.54
01	0100	8002	002020		155.49
01	0100	0402	001100	570.18	
01	0100	0402	001130		570.18

Department	Position	EE ID	Testing Approved Stiped	Annual Stipend Amount	Stipend Start Date
Veteran Services	Asst Veterans Officer.2019.001100.	16268	ADVANCED	$1,199.90	14-Apr-23
Emergency Medical Services	EMS Paramedic.0851.001100.	16388	BASIC	$600.08	14-Apr-23
Juvenile Services	Juv Supervision Offcr I.1739.001100.	15554	BASIC	$600.08	14-Apr-23
Justice of the Peace Pct. 4	Court Clerk II.1012.001100.	15078	BASIC	$600.08	14-Apr-23

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0405	001914	558.42	
01	0100	0405	002010	42.72	
01	0100	0405	002020	86.78	
01	0100	0540	001914	279.27	
01	0100	0540	002010	21.36	
01	0100	0540	002020	43.40	
01	0100	0576	001914	279.27	
01	0100	0576	002010	21.36	
01	0100	0576	002020	43.40	
01	0100	0454	001914	279.27	
01	0100	0454	002010	21.36	
01	0100	0454	002020	43.40	
01	0100	0409	004999		1,720.01

Commissioners Court - Regular Session **6.**

Meeting Date: 04/04/2023

Assets for Auction Monthly Report 4.4.23

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 3/01/2023 through 3/31/2023.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Auction Monthly Report 4.4.23

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/29/2023 04:16 PM
County Judge Exec Asst.	Becky Pruitt	03/30/2023 08:24 AM
Form Started By: Mary Watson		Started On: 03/17/2023 02:30 PM
Final Approval Date: 03/30/2023		

*March 2023 | Monthly Report | **Court Date:** | 4/4/203

Williamson County - Assets for Auction

Agenda #: 31317

Item	Serial Number	Quantity	Department
Cloth covered rolling office chair		2	Building Maintenance
fake leaher office rolling chair		1	Building Maintenance
Wooden 2 drawer office desk		1	Building Maintenance
3 shelf wooden bookshelf		1	Building Maintenance
2 shelf wooden bookshelf		1	Building Maintenance
4 drawer metal file cabinet		3	Building Maintenance
wooden 5 shelf bookcase		1	Building Maintenance
Dell Monitor	CN-0174R7-72872-27V-C7OU	1	CC at Law 1
Dell Monitor	CN-OKW14V-74261-5BH-DJL	1	CC at Law 1
Dell Latitude 5501	CZ9G7Y2	1	CC at Law 1
Dell Desktop	G90LPY2	1	CC at Law 1
Sound Bar	CN-Oc&30c-71623-039-5778	1	CC at Law 1
Dell Monitor	CN-0668VC-74261-75k-2PUW-A00	1	CC at Law 1
Keyboard with wire		1	CC at Law 1
Mouse with wire		1	CC at Law 1
Dell Desktop	D1GXXM2	1	CC at Law 1
Dell Monitor	CN-ondmrp-74261-246-Ofmu	1	CC at Law 1
Dell Monitor w/sound bar	CN-0c730c-71623-934-1297	1	CC at Law 1
keyboard and mouse with wire		1	CC at Law 1
Dell Desktop	248SHV2	1	CC at Law 1
Microsoft surface Pro w/ cord and mouse	46338451653	1	CC at Law 1
Polycom Speaker Phone	H80721021EC3	1	CC at Law 1
Radio Shack Weather Radio	905023	1	CC at Law 1
Misc. Cords and Wires		5	CC at Law 1
Dell Optiplex All in One	51D2PY2	1	CC at Law 1
Dell Optiplex All in One	51D3PY2	1	CC at Law 1
wireless keyboards and mice		2	CC at Law 1
Dell Latitude 5501 Laptop	22BC7Y2	1	CC at Law 2
Dell Optiplex 7060	DPDG8R2	1	CC at Law 2
Dell Optiplex 7050	1BJQHL2	1	CC at Law 2
Brother DCP-L2550DW AIO laser printer	U64966J0N910694	1	CC at Law 2
Brother MFC-7840W AIO laser printer	U62064C9N977599	1	CC at Law 2
2014 Dell Intel Optiplex COREi5 Computer, monitor, ke	4XMJZ12	1	Commissioner 1 - admin
2018 Dell Latitude 7390 2-in-1 (JDZC3M2)	HHSHNQ2	1	Commissioner 1 - admin
Dell Optiplex 7090	9WV7PK3	1	County Attorney
Dell Optiplex 7090	9TV7PK3	1	County Attorney
Dell docking station	3RF8SV2	1	County Attorney
Dell docking station	5NFSVV2	1	County Attorney
Dell 22" Monitor		1	County Attorney
Mulitple cubicle walls and connectors		8	County Attorney
Server Rack		1	Information Systems
Server Rack		1	Information Systems
Cubicle walls		5	JP 4
Cubicle desk		1	JP 4
Cubicle light fixtures		2	JP 4
Cubicle drawers		2	JP 4
Rolling table		1	JP 4
Dell Precision M2800	9LY9Q32	1	Unified Road Systems
Dell Latitude E5570	8BYH1G2	1	Unified Road Systems
Dell Latitude E6520	JY3Y5R1	1	Unified Road Systems
Dell Latitude 5580	79GQGH2	1	Unified Road Systems
Dell Latitude E6530	1NPRJV1	1	Unified Road Systems
Dell Latitude E6540	FTYTL72	1	Unified Road Systems

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 13-03-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Wooden 2 drawer office desk
1. Manufacturer ID #:	n/a
1. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	3 shelf wooden bookshelf
2. Manufacturer ID #:	n/a
2. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	2 shelf wooden bookshelf
3. Manufacturer ID #:	n/a
3. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	3
4. Description:	4 drawer metal file cabinet
4. Manufacturer ID #:	n/a
4. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 3/20/2023 6:54 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:	4/4/2023
Agenda Item:	31317

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 06-03-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Cloth covered rolling office chair
1. Manufacturer ID #:	n/a
1. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	fake leather office rolling chair
2. Manufacturer ID #:	n/a
2. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 3/7/2023 6:51 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:	4/4/2023
Agenda Item:	31317

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 17-03-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	wooden 5 shelf bookcase.
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	512-943-3308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 3/20/2023 6:55 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:	4/4/2023
Agenda Item:	31317

Asset Status Change

Title:	i:0#.f|membership|elizabeth.martin@wilco.org - 06-03-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Monitor
1. Manufacturer ID #:	CN-0668VC-74261-75k-2PUW-A00
1. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Keyboard with wire
2. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Mouse with wire
3. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Desktop
4. Manufacturer ID #:	D1GXXM2
4. Oracle Asset #:	206847
4. Condition of Assets:	Working
Transferring Dept.:	County Court at Law 1
Transferring Dept. Contact Person	Elizabeth Martin
Transferring Dept. Contact Ph#:	512-943-1200
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Brandy Hallford 3/10/2023 8:19 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:	4/4/2023
Agenda Item:	31317

Asset Status Change

Title:	i:0#.f|membership|elizabeth.martin@wilco.org - 06-03-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Monitor
1. Manufacturer ID #:	CN-0ndmrp-74261-246-0fmu
1. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Monitor w/ sound bar
2. Manufacturer ID #:	CN-0c730c-71623-934-1297
2. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	keyboard and mouse witrh wire
3. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Desktop
4. Manufacturer ID #:	248SHV2
4. Oracle Asset #:	219051
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Microsoft Surface Pro w/ cord and mouse
5. Manufacturer ID #	046338451653
5. Oracle Asset #	160544
5. Condition of Assets	Working
Transferring Dept.:	County Court at Law 1
Transferring Dept. Contact Person	Elizabeth Martin
Transferring Dept. Contact Ph#:	512-943-1200
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	Brandy Hallford 3/10/2023 8:19 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	

Asset Status Change

Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/4/2023
Agenda Item:	31317

Asset Status Change

Title:	i:0#.f|membership|elizabeth.martin@wilco.org - 06-03-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Polycom Speaker Phone
1. Manufacturer ID #:	H80721021EC3
1. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Radio Shack Weather Radio
2. Manufacturer ID #:	905023
2. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	5
3. Description:	Misc. Cords and WIres
3. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
Transferring Dept.:	County Court at Law 1
Transferring Dept. Contact Person	Elizabeth Martin
Transferring Dept. Contact Ph#:	512-943-1200
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Brandy Hallford 3/10/2023 8:20 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:	4/4/2023
Agenda Item:	31317

Asset Status Change

Title:	i:0#.f|membership|elizabeth.martin@wilco.org - 06-03-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex All In One
1. Manufacturer ID #:	51D2PY2
1. Oracle Asset #:	228102
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex All In One
2. Manufacturer ID #:	51D3PY2
2. Oracle Asset #:	228103
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	wireless keyboards and mice
3. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
Transferring Dept.:	County Court at Law 1
Transferring Dept. Contact Person	Elizabeth Martin
Transferring Dept. Contact Ph#:	512-943-1200
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Brandy Hallford 3/10/2023 8:20 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:	4/4/2023
Agenda Item:	31317

Asset Status Change

Title:	i:0#.f|membership|elizabeth.martin@wilco.org - 01-03-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Monitor
1. Manufacturer ID #:	CN-0174R7-72872-27V-C70U
1. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Monitor
2. Manufacturer ID #:	CN-OKW14V-74261-5BH-*DJL
2. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude 5501
3. Manufacturer ID #:	CZ9G7Y2
3. Oracle Asset #:	226164
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Desktop
4. Manufacturer ID #:	G90LPY2
4. Oracle Asset #:	227188
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Sound Bar
5. Manufacturer ID #	CN-0c&30c-71623-039-5778
5. Oracle Asset #	NOT LISTED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	County Court at Law 1
Transferring Dept. Contact Person	Elizabeth Martin
Transferring Dept. Contact Ph#:	512-943-1200
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Brandy Hallford 3/10/2023 7:26 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Asset Status Change

Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/4/2023
Agenda Item:	31317

Asset Status Change

Title:	i:0#.f|membership|kkracht@wilco.org - 28-02-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5501 Laptop
1. Manufacturer ID #:	22BC7Y2
1. Oracle Asset #:	226168
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex 7060
2. Manufacturer ID #:	DPDG8R2
2. Oracle Asset #:	214948
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Optiplex 7050
3. Manufacturer ID #:	1BJQHL2
3. Oracle Asset #:	200686
3. Condition of Assets:	Working
Transferring Dept.:	County Court at Law 2
Transferring Dept. Contact Person	Kevin Kracht
Transferring Dept. Contact Ph#:	943-1410
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kevin Kracht 2/28/2023 3:03 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/4/2023
Agenda Item:	31317

Asset Status Change

Title:	i:0#.f|membership|kkracht@wilco.org - 21-03-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Brother MFC-7840W AIO Laser Printer
1. Manufacturer ID #:	U62064C9N977599
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	County Court at Law 2
Transferring Dept. Contact Person	Kevin Kracht
Transferring Dept. Contact Ph#:	943-1410
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kevin Kracht 3/21/2023 3:11 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/4/2023
Agenda Item:	313

Asset Status Change

Title:	i:0#.f|membership|kkracht@wilco.org - 22-03-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Brother DCP-L2550DW AIO Laser Printer
1. Manufacturer ID #:	U64966J0N910694
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	County Court at Law 2
Transferring Dept. Contact Person	Kevin Kracht
Transferring Dept. Contact Ph#:	943-1410
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kevin Kracht 3/22/2023 9:36 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:	4/4/2023
Agenda Item:	31317

Asset Status Change

Title:	i:0#.f|membership|doris.sanchez@wilco.org - 01-03-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	2014 Dell Intel Optiplex COREi5 Computer, monitor, keyboard, mouse
1. Manufacturer ID #:	4XMJZ12
1. Oracle Asset #:	98197
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	2018 Dell Latitude 7390 2-in-1 (JDZC3M2)
2. Manufacturer ID #:	HHSHNQ2
2. Oracle Asset #:	202690
2. Condition of Assets:	Working
Transferring Dept.:	Commissioner 1 - admin
Transferring Dept. Contact Person	Doris Sanchez
Transferring Dept. Contact Ph#:	512-244-8610
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	Terry Cook 3/1/2023 11:22 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:	4/4/2023
Agenda Item:	31317

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 24-03-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	8
1. Description:	mulitple cubicle walls and connectors
1. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	Stephanie Lloyd 3/24/2023 4:48 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/4/2023
Agenda Item:	31317

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 24-03-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7090
1. Manufacturer ID #:	Service Tag: 9WV7PK3
1. Oracle Asset #:	277691
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex 7090
2. Manufacturer ID #:	Service Tag: 9TV7PK3
2. Oracle Asset #:	277689
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell docking station
3. Manufacturer ID #:	Service Tag: 3RF8SV2
3. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	Dell docking station
4. Manufacturer ID #:	Service Tag: 5NFSVV2
4. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	Dell 22" monitor
5. Oracle Asset #	NOT LISTED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Stephanie lloyd 3/24/2023 3:49 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/4/2023
Agenda Item:	31317

Asset Status Change

Title:	i:0#.f|membership|sarina.gonzalez@wilco.org - 07-03-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Server Rack
1. Manufacturer ID #:	NA
1. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Server Rack
2. Manufacturer ID #:	NA
2. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	Julie Schultz 3/7/2023 2:27 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:	4/4/2023
Agenda Item:	31317

Asset Status Change

Title:	i:0#.f|membership|rhonda.redden@wilco.org - 21-03-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	5
1. Description:	cubicle walls
1. Manufacturer ID #:	none available
1. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	cubicle desk
2. Manufacturer ID #:	none available
2. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	cubicle light fixtures
3. Manufacturer ID #:	none available
3. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	2
4. Description:	cubicle drawers
4. Manufacturer ID #:	none available
4. Oracle Asset #:	NOT LISTED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	rolling table
5. Manufacturer ID #	none available
5. Oracle Asset #	NOT LISTED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Justice of the Peace 4
Transferring Dept. Contact Person	Rhonda Redden
Transferring Dept. Contact Ph#:	512-352-4157
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Rhonda Redden 3/21/2023 12:04 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Asset Status Change

Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/4/2023
Agenda Item:	31317

Asset Status Change

Title:	i:0#.f|membership|kmurphy@wilco.org - 17-03-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Precision M2800
1. Manufacturer ID #:	9LY9Q32
1. Oracle Asset #:	122306
1. Condition of Assets:	Unknown
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Kelly Murphy
Transferring Dept. Contact Ph#:	512-943-3331
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kelly J. Murphy 3/17/2023 10:32 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:	4/4/2023
Agenda Item:	31317

Asset Status Change

Title:	i:0#.f|membership|kmurphy@wilco.org - 17-03-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude E5570
1. Manufacturer ID #:	8BYH1G2
1. Oracle Asset #:	182635
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude E6520
2. Manufacturer ID #:	JY3Y5R1
2. Oracle Asset #:	57172
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude 5580
3. Manufacturer ID #:	79GQGH2
3. Oracle Asset #:	200711
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude E6530
4. Manufacturer ID #:	1NPRJV1
4. Oracle Asset #:	65169
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Dell Latitude E6540
5. Manufacturer ID #	FTYTL72
5. Oracle Asset #	153371
5. Condition of Assets	Unknown
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Kelly Murphy
Transferring Dept. Contact Ph#:	512-943-3331
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	Kelly J. Murphy 3/17/2023 10:28 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	

Asset Status Change

Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/4/2023
Agenda Item:	31317

Commissioners Court - Regular Session **7.**

Meeting Date: 04/04/2023

Assets for Transfer Monthly Report 4.4.23

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Texas Local Government Code 263.152, for the period of 3/01/2023 through 3/31/2023.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Transfer Monthly Report 4.4.23

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/29/2023 04:18 PM
County Judge Exec Asst.	Becky Pruitt	03/30/2023 08:27 AM
Form Started By: Mary Watson		Started On: 03/17/2023 02:32 PM
Final Approval Date: 03/30/2023		

*March 2023 Monthly Report **Court Date:** 4/4/203

Williamson County - Assets for Transfer

Agenda #: 31320

Item	Serial Number	Quantity	From Department	To Department
Dell Latitude 5501 Laptop	HV53X33	1	CSCD-County Purchased	Pretrial Services
Dell Latitude 5501 Laptop	JBB6X33	1	CSCD-County Purchased	Pretrial Services
Dell Latitude 5501 Laptop	BH9NM33	1	Human Resources	Commissioners Court
Apple iPad Air-MFQ2LLA	See List	4	Information Systems	Sheriff's Office
Dell Latitude 5501 Laptop	4KG63X2	1	Magistrate Office	Pretrial Services
Dell Latitude 5501 Laptop	DH775Y2	1	Magistrate Office	Pretrial Services
Dell Latitude 5501 Laptop	GGLQ8Y2	1	Magistrate Office	Pretrial Services

Asset Status Change

Title:	i:0#.f|membership|sarina.gonzalez@wilco.org - 14-03-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5501 Laptop
1. Manufacturer ID #:	HV53X33
1. Oracle Asset #:	242406
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude 5501 Laptop
2. Manufacturer ID #:	JBB6X33
2. Oracle Asset #:	242407
2. Condition of Assets:	Working
Transferring Dept.:	CSCD - County Purchased
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Julie Schultz 3/24/2023 10:57 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Pretrial Services
Receiving Department Contact Person:	Jamie Carrillo
Receiving Dept. Contact Ph#:	512-943-1496
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Jamie Carrillo
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Jamie Carrillo 3/24/2023 8:41 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	4/4/2023
Agenda Item:	31320

Asset Status Change

Title:	i:0#.f|membership|evelyn.petrere@wilco.org - 03-03-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	DELL LATITUDE 5501 LAPTOP
1. Manufacturer ID #:	BH9NM33
1. Oracle Asset #:	242339
1. Condition of Assets:	Working
Transferring Dept.:	Human Resources
Transferring Dept. Contact Person	Evelyn Petrere
Transferring Dept. Contact Ph#:	512-943-1525
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Rebecca Clemons 3/3/2023 12:42 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Commissioners Court
Receiving Department Contact Person:	Andrea Schiele
Receiving Dept. Contact Ph#:	(512)943-1577
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Andrea Schiele
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Andrea L. Schiele 3/3/2023 2:34 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	4/4/2023
Agenda Item:	31320

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 24-02-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Apple iPad Air - MFQ2LLA - 64GB - sky blue - 4th gen - Wilco# 15516 15509 15517 15512
1. Manufacturer ID #:	GG7DXJY1Q16Q GG7F1086Q16Q GG7F12SDQ16Q GG7F132CQ16Q
1. Oracle Asset #:	257641, 257642, 257639, 257652
1. Condition of Assets:	Working
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Julie Schultz 2/24/2023 11:47 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Sheriff's Office
Receiving Department Contact Person:	Scott Mount
Receiving Dept. Contact Ph#:	512-864-8220
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Pat Erickson
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Pat Erickson 3/1/2023 3:32 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	4/4/2023
Agenda Item:	31320

Asset Status Change

Title:	i:0#.f|membership|sarina.gonzalez@wilco.org - 14-03-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5501 Laptop
1. Manufacturer ID #:	4KG63X2
1. Oracle Asset #:	237384
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude 5501 Laptop
2. Manufacturer ID #:	DH775Y2
2. Oracle Asset #:	234342
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude 5501 Laptop
3. Manufacturer ID #:	GGLQ8Y2
3. Oracle Asset #:	227085
3. Condition of Assets:	Working
Transferring Dept.:	Magistrate Office
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Julie Schultz 3/24/2023 10:57 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Pretrial Services
Receiving Department Contact Person:	Jamie Carrillo
Receiving Dept. Contact Ph#:	512-943-1496
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Jamie Carrillo
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Jamie Carrillo 3/24/2023 8:40 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	4/4/2023
Agenda Item:	31320

Commissioners Court - Regular Session **8.**

Meeting Date: 04/04/2023

Vendor Reimbursement Policy

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the updated Williamson County Vendor Reimbursement Policy.

Background

The policy has been updated to reflect the Employee Reimbursement Policies. This includes increasing the per diem amounts and updating the distance allowed for overnight stay to match that of the Employee Policies. This policy has worked very well in providing clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. This policy is considered a guideline and is not a contract.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vendor Reimbursement Policy

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/30/2023 10:25 AM
Form Started By: Julie Kiley		Started On: 03/30/2023 10:01 AM
Final Approval Date: 03/30/2023		

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

Commissioners Court - Regular Session **9.**

Meeting Date: 04/04/2023

Termination Upper Forty Chapter 381 Agreement

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to terminate Chapter 381 agreement between Williamson County and Upper Forty, LLC.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Chapter 381 Agreement Upper Forty, LLC

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/30/2023 12:14 PM
Form Started By: Julie Kiley		Started On: 03/30/2023 10:14 AM
Final Approval Date: 03/30/2023		

TERMINATION OF CHAPTER 381 ECONOMIC DEVELOPMENT AGREEEMENT

WITH UPPER FORTY, LLC

Whereas, Williamson County entered into a Chapter 381 Economic Development Agreement (the "Agreement") with Upper Forty, LLC on the _18th__ day of _August_, 2021; and

Whereas, Upper Forty, LLC has abandoned the development of the Property; and

Whereas, the Agreement was contingent upon Upper Forty, LLC complying with certain terms and conditions of the Agreement; and

Whereas, Upper Forty, LLC is unable to comply with the terms and conditions of the Agreement;

Now Therefore, it is ordered by the Commissioners Court of Williamson County that the Chapter 381 Economic Development Agreement by and between Williamson County and Upper Forty, LLC is hereby terminated.

Approved by the Williamson County Commissioners Court on the ____ day of ____, 2023.

_____

Bill Gravell, Jr.

County Judge

Attest:

_____

Nancy Rister

County Clerk

Commissioners Court - Regular Session **10.**

Meeting Date: 04/04/2023

Removal of County Judge's Name as Informant for Death Certificate

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

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any appropriate action to approve order pertaining to certificate of death of decedent, Simon Christopher Havoc, to authorize correction of listed details relevant to same and replace name of County Judge with next of kin.

Background

Circumstances changed due to next of kin being found; therefore, correction is necessary to remove the County Judge's name listed as the informant.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Removal

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	03/29/2023 09:47 AM
Form Started By: Andrea Schiele		Started On: 03/29/2023 09:17 AM
Final Approval Date: 03/29/2023		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS FOR REMOVAL OF COUNTY JUDGE'S NAME AS INFORMANT FOR CERTIFICATE OF DEATH OF DECEDENT SIMON CHRISTOPHER HAVOC

Pursuant to the Laws and Rules of the State of Texas, the Texas Constitution, article V, § 18 (providing that commissioners court shall "exercise such powers and jurisdiction over all county business"), the Texas Health & Safety Code § 121.003(a) (authorizing commissioners court to "enforce any law that is reasonably necessary to protect the public health."), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds:

Simon Christopher Havoc (SSN xxx-xx-1672) passed away on or about February 27, 2020 at the age of 52 in Justice of the Peace, Pct. 2 of Williamson County, Texas with a last known address at 11200 Lakeline Blvd., Austin Texas 78717. At the time of death and until April 10, 2020, there were no persons who timely came forward with legal standing to inter the remains, and it appeared that the deceased's body was abandoned.

The Court finds that some time passed without the involvement of any next

of kin, and on or about April 14th, 2020, the Death Verification for the deceased Simon Christopher Havoc's certificate of death was submitted, which contained the name of County Judge Bill Gravell as the informant for details of death in his capacity as the official representative of Williamson County, Texas.

The Court further finds that subsequent to the original certification of the certificate of death for the deceased, a family member was found as follows:

Ottis Leroy Rogers (father of the deceased Simon Christopher Havoc)
5830 Rue Royale
San Antonio, Texas 78240

The Court further finds that Ottis Leroy Rogers is willing and able to inter the remains and act as informant on behalf of his son and be named in the certificate of death instead of Williamson County Judge Bill Gravell.

IT IS THEREFORE ORDERED THAT the name of Williamson County Judge Bill Gravell be removed from the certificate of death of Simon Christopher Havoc (SSN xxx-xx-1672) as named informant (Box 17) and be replaced with the name of the deceased's next of kin, Ottis Leroy Rogers, as the individual willing and able to inter the remains of the deceased as well as updating the correct address for the proper informant (Box 18).

Signed and entered this _____ day of April, 2023.

_____
Honorable Bill Gravell Jr.
Williamson County Judge

Commissioners Court - Regular Session **11.**

Meeting Date: 04/04/2023

Cancellation of Commissioners Court

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on canceling Commissioners Court on Tuesday, April 18, 2023.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	03/29/2023 08:54 AM
Form Started By: Becky Pruitt		Started On: 03/28/2023 04:11 PM
Final Approval Date: 03/29/2023		

Commissioners Court - Regular Session **12.**

Meeting Date: 04/04/2023

FRC Consultant Agreement

Submitted By: Ronald Morgan, All District Courts

Department: All District Courts

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Consulting Services Agreement between Williamson County and Terri Abernathy for program administration and development consulting services to support the Williamson County Family Recovery Court.

Background

The Williamson County Family Recovery Court is working to establish and ensure continuity within the program. In an effort to achieve this goal, we have worked with General Counsel's Office and Auditor's Office to develop a short-term contract with an individual who has an in-depth understanding of both Child Welfare Law issues and the Family Recovery Court structure and process. We ask the Court's approval.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Abernathy Consult Svc Agrmt

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/27/2023 02:46 PM
County Judge Exec Asst.	Becky Pruitt	03/29/2023 08:45 AM
Form Started By: Ronald Morgan		Started On: 03/27/2023 02:29 PM
Final Approval Date: 03/29/2023		

CONSULTING
SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT ("Agreement") between Terri Abernathy, (hereinafter "Consultant") and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 710 Main Street, Suite 101, Georgetown, Texas 78626, sets forth the terms and conditions pursuant to which Consultant will provide certain services.

1. Consulting Services

1.1 A statement of work ("SOW") is attached hereto and the terms therein are incorporated in this Agreement. Consultant agrees to perform the consulting services ("Services") as set forth in the attached SOW, and in any subsequently approved SOW referencing this Agreement, in a professional manner.

2. Term and Termination

2.1 This Agreement will have a term or the length of the engagement set forth in the SOW.

2.2 Either party may terminate this Agreement, with or without cause, upon not less than thirty (30) calendar day's written notice to the opposite party. County shall pay Consultant for all Services performed prior to termination.

2.3 If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

3. Payment and Taxes

3.1 The services will be charged to County on a time basis not including travel or other reimbursable expenses. County agrees to pay Consultant the fees set forth in the SOW.

Unless specified otherwise in the SOW, Consultant will invoice County for Services. County's payment of the Services and Deliverables shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late 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. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Consultant of the discrepancy. Following County's notification of any discrepancy as to an invoice, Consultant must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

3.2 County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the SOW, if any, or County shall provide Consultant with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

4. Intentionally Deleted

5. Confidential Information

5.1 To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by Consultant to County under this Agreement will remain Consultant's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and will be promptly returned at Consultant's request. Except as otherwise required by law, County may not disclose, without Consultant's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.

5.2 To the extent authorized by law, any business, operational, commercial, financial or technical information provided by County to Consultant will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. Consultant may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

5.3 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect.

Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to Consultant for the disclosure to the public, or to any person or persons, of any items or information furnished to County by Consultant in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

6. Relationship between the Parties

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

7. Intentionally Deleted

8. Intentionally Deleted

9. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

10. Intentionally Deleted

11. Dispute Resolution/Mediation

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement, or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

12. General

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

12.2 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

12.3 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

12.4 Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

12.5 No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

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

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

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

12.9 Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the SOW, as amended, the terms and conditions of this Agreement shall control.

12.10 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

12.11 Entire Agreement. This Agreement (including any SOW attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

WITNESS WHEREOF each County and Consultant has caused its authorized representatives to execute and deliver this Agreement below.

TERRI ABERNATHY

BY: _____

DATE: March 27, 2023

WILLIAMSON COUNTY, TEXAS

BY: _____

Bill Gravell, Jr.,
Williamson County Judge

EXHIBIT A
STATEMENT OF WORK

The following describes the Services shall be provided and accomplished by Consultant pursuant to the terms and conditions of the Agreement and this SOW:

Scope of Work:

Consultant shall provide program administration and development consulting services to support the Williamson County Family Recovery Court ("FRC") as follows:

1.1 Document Development. Consultant will assist in developing forms, checklists, guidebooks, and other documents related to the FRC Program;

1.2 Process Development. Consultant will assist in developing and documenting processes related to the FRC Program; and

1.3 Training Program Development. Consultant will assist in developing training modules for FRC team members and may deliver training as appropriate.

Time for Performance:

The Service to be performed under this SOW shall commence March 27, 2023, and be completed on April 16, 2023.

Compensation:

The maximum amount payable for all Services under the Agreement, without modification, shall not exceed $15,000.00.

Rates:

The rate for Consultant's Services shall be $150.00 per hour.

Payment:

Payment for the Consultant's Services shall be made in accordance with the terms of the Agreement.

Commissioners Court - Regular Session **13.**

Meeting Date: 04/04/2023

District Courts Civil Law Attorney Consultation Agreement

Submitted By: Ronald Morgan, All District Courts

Department: All District Courts

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding the engagement of attorney Elizabeth Branch to provide legal support to Williamson County District Judges in the performance of their duties as they relate to civil law matters on the District Courts' dockets on an as-needed basis and subject to available budgetary funding; and exempt these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

In adjudicating complex civil matters, judges often rely on expert legal support. The services of attorney Elizabeth Branch are being recommended to support Williamson County District Judges in the performance of their duties as they relate to such matters. Ms. Branch has performed similar consulting services for many years, and is highly qualified to provide the services desired. Services shall be contracted on an as-needed basis. Total annual fees are not expected to exceed $20,000 per year or funds allocated. Department Contact is Ronald Morgan, Director of Williamson County District Court Administration. These services shall be funded out of the District Court Budget (0435), Professional Services line (004100).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Branch Letter Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/27/2023 02:46 PM
County Judge Exec Asst.	Becky Pruitt	03/29/2023 08:47 AM
Form Started By: Ronald Morgan		Started On: 03/27/2023 02:35 PM
Final Approval Date: 03/29/2023		

BRANCH
Law Office

March 27, 2023

Williamson County District Courts
405 M.L.K., Jr. Street
Georgetown, TX 78626
Via Email: ronald.morgan@wilco.org

Re: Williamson County, Texas – General Legal Consultation (Civil Law)

To Whom It May Concern:

This will confirm my proposal to provide, as requested, general legal consultation to the Williamson County District Courts on issues related to the cases on the Courts' civil dockets under the following terms:

1. The firm will bill in increments of tenths of an hour, at the following rates:
   Elizabeth Branch -- $150 per hour.
2. The firm will submit its bills upon the completion of legal work on each agreed-upon project, and Williamson County agrees to pay the bills within thirty (30) days of receipt.
3. Related expenses will be included on our invoices.

If the County agrees to the foregoing terms, please return a signed copy of this document to my office.

Sincerely,

Elizabeth Branch
Attorney at Law

AGREED TO BY:

Williamson County, Texas

By: _____
Bill Gravell, Jr.
Williamson County Judge

Date: _____

Elizabeth Branch
Branch Law Office
8505 Clairmont Cove
Austin, Texas 78749

BRANCH
Law Office

Commissioners Court - Regular Session **14.**

Meeting Date: 04/04/2023

Interlocal Agreements for Emergency and Non-Emergency Law Enforcement Dispatch Services

Submitted For: Chris Connealy **Submitted By:** Chris Connealy, Emergency Services Dept.

Department: Emergency Services Dept.

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Interlocal Agreements for Emergency and Non-Emergency Law Enforcement Dispatch Services between Williamson County, Texas and each of the political subdivisions that Williamson County Emergency Communications provides nonemergency and emergency law enforcement dispatching services to in Williamson County; and authorize execution of the agreements.

Background

Interlocal Agreements for Emergency and Non-Emergency Dispatch Services are being entered into with each of the political subdivisions that Williamson County Emergency Communications provides nonemergency and emergency law enforcement dispatching services to in Williamson County in order to set forth the obligations, acknowledgments and covenants of the parties in relation to such services as part of Williamson County Emergency Communications application for an Originating Agency Identifier (ORI)-(N) Dispatching/911 Communication Center Noncriminal Justice Agency with the Texas Department of Public Safety. The ILAs do not set any fees or costs for the dispatching services. However, a specific provision has been set forth in the ILAs regarding the county's reservation of the right to request monetary consideration for such services in the future.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Interlocal Agreements

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/30/2023 10:15 AM
Form Started By: Chris Connealy		Started On: 03/24/2023 12:54 PM
Final Approval Date: 03/30/2023		

INTERLOCAL AGREEMENT FOR EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES

THIS INTERLOCAL AGREEMENT FOR EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES ("Agreement") is entered into by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, and the Texas governmental entity named on the signature herein below ("Entity"), with the authorization of each party's governing body, and both parties acting herein under the authority and pursuant to the terms of the Texas Government Code, Chapter 791, "Interlocal Cooperation Contracts," Tex. Gov't Code §§ 791.001 *et seq.*

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows these entities to contract with one another to perform governmental functions and services;

WHEREAS, it is mutually beneficial for Entity and County to enter into an agreement for the performance of Emergency and Non-Emergency Emergency Services;

WHEREAS, County and Entity agree that cooperation is in the best interest of both parties hereto;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I. OBLIGATIONS, ACKNOWLEDGEMENTS AND COVENANTS OF COUNTY

A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 9-1-1 calls for service originating from Entity's jurisdictional boundaries and dispatch Entity's resources in a timely and professional manner.

B. WCECD shall receive all non-emergency calls for service from Entity's jurisdictional boundaries and dispatch Entity's resources in a timely and professional manner.

C. WCECD shall provide and maintain all written WCECD policies and procedures which will serve as guidelines, procedures and requirements for processing of all calls for service.

D. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.

E. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.

F. WCECD shall maintain and make available to Entity information regarding calls for service, including, but not limited to, all times related to the call for service, units dispatched and responding, actions taken, and any other information reasonably requested by Entity.

G. County agrees that County shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. County hereby further agrees and acknowledges that Entity will not be responsible for non-compliance by County of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce County's obligations under any and all applicable laws, rules and/or regulations.

H. County agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

II. OBLIGATIONS, ACKNOWLEDGEMENTS AND COVENANTS OF ENTITY

A. Entity acknowledges that all County employees will be hired and compensated by County. All employees of County will be subject to all of the personnel policies and procedures of County and shall not be considered as employees of Entity.

B. Entity acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency call receipt, response and dispatch procedures and protocol for County and that Entity shall have no authority over the day-to-day operations and management of the WCECD.

C. Entity agrees to execute, maintain and comply with agreements with the criminal justice agency or agencies that Texas Department of Public Safety, who serves as the CJIS System Agency, may require for Entity's access to TLETS, TCIC, and NCIC, and NLETS.

D. Entity acknowledges that all criminal justice records are to be entered by County with the Entity's Originating Agency Identifier Number ("ORI") and Entity hereby agrees to provide County with its ORI, as well as provide any updates should Entity's ORI be modified in the future.

E. Entity agrees that it shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and

regulation requirements. Entity hereby further agrees and acknowledges that County will not be responsible for non-compliance by Entity of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce Entity's obligations under any and all applicable laws, rules and/or regulations.

F. Entity agrees to abide by all present or hereafter approved rules, policies and procedures of TLETS, TCIC, and NCIC, and NLETS and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes; and Entity acknowledges that County reserves the right to suspend service to Entity, which may include canceling of records entered for the Entity, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that such violations have been corrected.

G. When required by County, Entity shall furnish County with certification of compliance and proof of any necessary evidence of resolution of any compliance issues relating to any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements.

III. CONSIDERATION AND COSTS

A. As of the execution of this Agreement, the parties agree that the mutual benefit received from County's provision of dispatch services to Entity and Entity's provision of law enforcement services, emergency services and non-emergency services to the local residents provides adequate consideration. Entity acknowledges, however, that County reserves the right to request monetary consideration in the future should County's costs of providing dispatch services to Entity increase.

B. Each parties' costs shall be borne by the party incurring such costs in relation to provision or receipt of the dispatch services to be provided hereunder, as well as any costs incurred to comply with this Agreement's terms and conditions.

IV. TERM

The initial term of this Agreement shall be effective and commence as of the date of the last party's execution below and continue until October 1, 2023. Following the initial term, this Agreement shall be automatically renewed for successive one (1) year terms unless terminated earlier as provided herein.

V. TERMINATION

This agreement may be terminated immediately upon mutual consent of the parties or for convenience and without cause or further liability by either party upon ninety (90) days advance written notice to the non-terminating party.

VI. OBLIGATIONS OF LOCAL GOVERNMENT UNITS

Nothing in this Agreement shall alter in any manner the obligation of the local government unit providing fire, police, or emergency medical services to the area from which a 9-1-1 emergency call is made from the obligation to respond to such call.

VII. NOTICES

All notices required by or relating to the Agreement shall be made by certified or registered U.S. Mail, postage prepaid, return receipt requested, or hand delivered to the address set forth on the signature page hereinbelow.

VIII. MISCELLANEOUS

A. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

B. Any financial obligations of the parties under this Agreement shall be payable from current revenues available to the respective paying party. This Agreement shall not have any effect on any payment obligations Entity may be required to pay now or in the future pursuant to a contract with County.

C. The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable and venue for any legal action arising out of this Agreement shall lie in Williamson County, Texas.

D. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

E. This Agreement shall be binding upon and inure to the benefit of the County and Entity. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other than the parties hereto any rights or remedies under or by reason of this Agreement.

F. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

G. In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil

commotion, sovereign conduct, or the act or condition of any person or persons not a party or in privity hereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

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

I. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.

J. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all of their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing, referring specifically to this Agreement, executed by the parties

IN WITNESS THEREOF, County and Entity have caused this agreement to be duly executed to be effective as of the date of the last party's execution below.

ENTITY:

Florence Police Department

By: Adam Marsh

Representative
Capacity: Chief of Police

Date: August 10, 2022

Address for Notice:

Florence Police Department
Attn: Adam Marsh
P.O. Box 430
Florence, Texas 76527

COUNTY:

Williamson County, Texas

By: Alice Comeaux

Representative
Capacity: Sr. DIRECTOR EMERGENCY SERVICES

Date: MARCH 8, 2023

Address for Notice:

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

Williamson County Judge

By: _____
Bill Gravell, Jr

Date: _____

INTERLOCAL AGREEMENT FOR EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES

THIS INTERLOCAL AGREEMENT FOR EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES ("Agreement") is entered into by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, and the Texas governmental entity named on the signature herein below ("Entity"), with the authorization of each party's governing body, and both parties acting herein under the authority and pursuant to the terms of the Texas Government Code, Chapter 791, "Interlocal Cooperation Contracts," Tex. Gov't Code §§ 791.001 *et seq.*

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows these entities to contract with one another to perform governmental functions and services;

WHEREAS, it is mutually beneficial for Entity and County to enter into an agreement for the performance of Emergency and Non-Emergency Emergency Services;

WHEREAS, County and Entity agree that cooperation is in the best interest of both parties hereto;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I. OBLIGATIONS, ACKNOWLEDGEMENTS AND COVENANTS OF COUNTY

A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 9-1-1 calls for service originating from Entity's jurisdictional boundaries and dispatch Entity's resources in a timely and professional manner.

B. WCECD shall receive all non-emergency calls for service from Entity's jurisdictional boundaries and dispatch Entity's resources in a timely and professional manner.

C. WCECD shall provide and maintain all written WCECD policies and procedures which will serve as guidelines, procedures and requirements for processing of all calls for service.

D. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.

E. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.

F. WCECD shall maintain and make available to Entity information regarding calls for service, including, but not limited to, all times related to the call for service, units dispatched and responding, actions taken, and any other information reasonably requested by Entity.

G. County agrees that County shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. County hereby further agrees and acknowledges that Entity will not be responsible for non-compliance by County of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce County's obligations under any and all applicable laws, rules and/or regulations.

H. County agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

II. OBLIGATIONS, ACKNOWLEDGEMENTS AND COVENANTS OF ENTITY

A. Entity acknowledges that all County employees will be hired and compensated by County. All employees of County will be subject to all of the personnel policies and procedures of County and shall not be considered as employees of Entity.

B. Entity acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency call receipt, response and dispatch procedures and protocol for County and that Entity shall have no authority over the day-to-day operations and management of the WCECD.

C. Entity agrees to execute, maintain and comply with agreements with the criminal justice agency or agencies that Texas Department of Public Safety, who serves as the CJIS System Agency, may require for Entity's access to TLETS, TCIC, and NCIC, and NLETS.

D. Entity acknowledges that all criminal justice records are to be entered by County with the Entity's Originating Agency Identifier Number ("ORI") and Entity hereby agrees to provide County with its ORI, as well as provide any updates should Entity's ORI be modified in the future.

E. Entity agrees that it shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and

regulation requirements. Entity hereby further agrees and acknowledges that County will not be responsible for non-compliance by Entity of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce Entity's obligations under any and all applicable laws, rules and/or regulations.

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G. When required by County, Entity shall furnish County with certification of compliance and proof of any necessary evidence of resolution of any compliance issues relating to any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements.

III. CONSIDERATION AND COSTS

A. As of the execution of this Agreement, the parties agree that the mutual benefit received from County's provision of dispatch services to Entity and Entity's provision of law enforcement services, emergency services and non-emergency services to the local residents provides adequate consideration. Entity acknowledges, however, that County reserves the right to request monetary consideration in the future should County's costs of providing dispatch services to Entity increase.

B. Each parties' costs shall be borne by the party incurring such costs in relation to provision or receipt of the dispatch services to be provided hereunder, as well as any costs incurred to comply with this Agreement's terms and conditions.

IV. TERM

The initial term of this Agreement shall be effective and commence as of the date of the last party's execution below and continue until October 1, 2023. Following the initial term, this Agreement shall be automatically renewed for successive one (1) year terms unless terminated earlier as provided herein.

V. TERMINATION

This agreement may be terminated immediately upon mutual consent of the parties or for convenience and without cause or further liability by either party upon ninety (90) days advance written notice to the non-terminating party.

VI. OBLIGATIONS OF LOCAL GOVERNMENT UNITS

Nothing in this Agreement shall alter in any manner the obligation of the local government unit providing fire, police, or emergency medical services to the area from which a 9-1-1 emergency call is made from the obligation to respond to such call.

VII. NOTICES

All notices required by or relating to the Agreement shall be made by certified or registered U.S. Mail, postage prepaid, return receipt requested, or hand delivered to the address set forth on the signature page hereinbelow.

VIII. MISCELLANEOUS

A. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

B. Any financial obligations of the parties under this Agreement shall be payable from current revenues available to the respective paying party. This Agreement shall not have any effect on any payment obligations Entity may be required to pay now or in the future pursuant to a contract with County.

C. The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable and venue for any legal action arising out of this Agreement shall lie in Williamson County, Texas.

D. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

E. This Agreement shall be binding upon and inure to the benefit of the County and Entity. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other than the parties hereto any rights or remedies under or by reason of this Agreement.

F. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

G. In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil

commotion, sovereign conduct, or the act or condition of any person or persons not a party or in privity hereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

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

I. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.

J. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all of their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing, referring specifically to this Agreement, executed by the parties

IN WITNESS THEREOF, County and Entity have caused this agreement to be duly executed to be effective as of the date of the last party's execution below.

ENTITY:

GRANGER POLICE DEPT

By: _____

Representative
Capacity: CHIEF OF POLICE

Date: AUGUST 8, 2022

Address for Notice:

214 E DAVILLA ST
Attn: _____

GRANGER, Texas _____

COUNTY:

Williamson County, Texas

By _____

Representative
Capacity: SR. DIRECTOR EMERGENCY SERVICES

Date: MARCH 8, 2023

Address for Notice:

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

By: _____
Bill Gravell, Jr

Date: _____

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III. CONSIDERATION AND COSTS

A. As of the execution of this Agreement, the parties agree that the mutual benefit received from County's provision of dispatch services to Entity and Entity's provision of law enforcement services, emergency services and non-emergency services to the local residents provides adequate consideration. Entity acknowledges, however, that County reserves the right to request monetary consideration in the future should County's costs of providing dispatch services to Entity increase.

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IN WITNESS THEREOF, County and Entity have caused this agreement to be duly executed to be effective as of the date of the last party's execution below.

ENTITY:

Hutto ISD Police Department

By: William Edwards

William Edwards

Representative

Capacity: Chief of Police

Date: January 3, 2023

Address for Notice:

Hutto ISD Police Department

Attn: Chief William Edwards

351 Carl Stern Dr

Hutto, Texas 78634

COUNTY:

Williamson County, Texas

By: Alan Connally

Representative

Capacity: SR. DIRECTOR EMERGENCY SERVICES

Date: MARCH 8, 2023

Address for Notice:

Williamson County

Attn: County Judge

710 Main Street, Suite 101

Georgetown, Texas 78626

Williamson County Judge

By:_____

Bill Gravell, Jr

Date:_____

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B. Each parties' costs shall be borne by the party incurring such costs in relation to provision or receipt of the dispatch services to be provided hereunder, as well as any costs incurred to comply with this Agreement's terms and conditions.

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IN WITNESS THEREOF, County and Entity have caused this agreement to be duly executed to be effective as of the date of the last party's execution below.

ENTITY:

James R. Earp, CPM

By: DocuSigned by: [signature] BEB500A4D5F1477

Representative Capacity: City Manager

Date: February 17, 2023

Address for Notice:

500 W. Live Oak Street

Attn: James R. Earp, CPM

Hutto, Texas 78634

COUNTY:

Williamson County, Texas

By: [signature]

Representative Capacity: SR. DIRECTOR EMERGENCY SERVICES

Date: MARCH 24, 2023

Address for Notice:

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

Williamson County Judge

By: _____
Bill Gravell, Jr

Date: _____

INTERLOCAL AGREEMENT FOR EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES

THIS INTERLOCAL AGREEMENT FOR EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES ("Agreement") is entered into by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, and the Texas governmental entity named on the signature herein below ("Entity"), with the authorization of each party's governing body, and both parties acting herein under the authority and pursuant to the terms of the Texas Government Code, Chapter 791, "Interlocal Cooperation Contracts," Tex. Gov't Code §§ 791.001 *et seq.*

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows these entities to contract with one another to perform governmental functions and services;

WHEREAS, it is mutually beneficial for Entity and County to enter into an agreement for the performance of Emergency and Non-Emergency Emergency Services;

WHEREAS, County and Entity agree that cooperation is in the best interest of both parties hereto;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I. OBLIGATIONS, ACKNOWLEDGEMENTS AND COVENANTS OF COUNTY

A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 9-1-1 calls for service originating from Entity's jurisdictional boundaries and dispatch Entity's resources in a timely and professional manner.

B. WCECD shall receive all non-emergency calls for service from Entity's jurisdictional boundaries and dispatch Entity's resources in a timely and professional manner.

C. WCECD shall provide and maintain all written WCECD policies and procedures which will serve as guidelines, procedures and requirements for processing of all calls for service.

D. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.

E. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.

F. WCECD shall maintain and make available to Entity information regarding calls for service, including, but not limited to, all times related to the call for service, units dispatched and responding, actions taken, and any other information reasonably requested by Entity.

G. County agrees that County shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. County hereby further agrees and acknowledges that Entity will not be responsible for non-compliance by County of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce County's obligations under any and all applicable laws, rules and/or regulations.

H. County agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

II. OBLIGATIONS, ACKNOWLEDGEMENTS AND COVENANTS OF ENTITY

A. Entity acknowledges that all County employees will be hired and compensated by County. All employees of County will be subject to all of the personnel policies and procedures of County and shall not be considered as employees of Entity.

B. Entity acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency call receipt, response and dispatch procedures and protocol for County and that Entity shall have no authority over the day-to-day operations and management of the WCECD.

C. Entity agrees to execute, maintain and comply with agreements with the criminal justice agency or agencies that Texas Department of Public Safety, who serves as the CJIS System Agency, may require for Entity's access to TLETS, TCIC, and NCIC, and NLETS.

D. Entity acknowledges that all criminal justice records are to be entered by County with the Entity's Originating Agency Identifier Number ("ORI") and Entity hereby agrees to provide County with its ORI, as well as provide any updates should Entity's ORI be modified in the future.

E. Entity agrees that it shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and

regulation requirements. Entity hereby further agrees and acknowledges that County will not be responsible for non-compliance by Entity of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce Entity's obligations under any and all applicable laws, rules and/or regulations.

F. Entity agrees to abide by all present or hereafter approved rules, policies and procedures of TLETS, TCIC, and NCIC, and NLETS and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes; and Entity acknowledges that County reserves the right to suspend service to Entity, which may include canceling of records entered for the Entity, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that such violations have been corrected.

G. When required by County, Entity shall furnish County with certification of compliance and proof of any necessary evidence of resolution of any compliance issues relating to any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements.

III. CONSIDERATION AND COSTS

A. As of the execution of this Agreement, the parties agree that the mutual benefit received from County's provision of dispatch services to Entity and Entity's provision of law enforcement services, emergency services and non-emergency services to the local residents provides adequate consideration. Entity acknowledges, however, that County reserves the right to request monetary consideration in the future should County's costs of providing dispatch services to Entity increase.

B. Each parties' costs shall be borne by the party incurring such costs in relation to provision or receipt of the dispatch services to be provided hereunder, as well as any costs incurred to comply with this Agreement's terms and conditions.

IV. TERM

The initial term of this Agreement shall be effective and commence as of the date of the last party's execution below and continue until October 1, 2023. Following the initial term, this Agreement shall be automatically renewed for successive one (1) year terms unless terminated earlier as provided herein.

V. TERMINATION

This agreement may be terminated immediately upon mutual consent of the parties or for convenience and without cause or further liability by either party upon ninety (90) days advance written notice to the non-terminating party.

VI. OBLIGATIONS OF LOCAL GOVERNMENT UNITS

Nothing in this Agreement shall alter in any manner the obligation of the local government unit providing fire, police, or emergency medical services to the area from which a 9-1-1 emergency call is made from the obligation to respond to such call.

VII. NOTICES

All notices required by or relating to the Agreement shall be made by certified or registered U.S. Mail, postage prepaid, return receipt requested, or hand delivered to the address set forth on the signature page hereinbelow.

VIII. MISCELLANEOUS

A. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

B. Any financial obligations of the parties under this Agreement shall be payable from current revenues available to the respective paying party. This Agreement shall not have any effect on any payment obligations Entity may be required to pay now or in the future pursuant to a contract with County.

C. The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable and venue for any legal action arising out of this Agreement shall lie in Williamson County, Texas.

D. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

E. This Agreement shall be binding upon and inure to the benefit of the County and Entity. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other than the parties hereto any rights or remedies under or by reason of this Agreement.

F. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

G. In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil

commotion, sovereign conduct, or the act or condition of any person or persons not a party or in privity hereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

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

I. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.

J. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all of their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing, referring specifically to this Agreement, executed by the parties

IN WITNESS THEREOF, County and Entity have caused this agreement to be duly executed to be effective as of the date of the last party's execution below.

ENTITY:

Jarrell Police Dept.

By: K. F. Denny

Representative Capacity: Chief of Police

Date: August 17, 2022

Address for Notice:

161 Town Ctr. Blvd Jarrell, Tx.
Attn: Kevin F. Denny
161 Town Center Blvd
Jarrell, Texas 76537

COUNTY:

Williamson County, Texas

By: Nina Connally

Representative Capacity: Sr. Director Emergency Services

Date: March 8, 2023

Address for Notice:

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

Williamson County Judge

By: _____

Date: _____

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

INTERLOCAL COOPERATION AGREEMENT BETWEEN WILLIAMSON COUNTY AND LAW ENFORCEMENT OR GOVERNMENT AGENCY FOR PARTICIPATION AND ACCESS TO COUNTY'S DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS AND RELATED SUPPORT SERVICES

THIS INTERLOCAL is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Liberty Hill Independent School District Police Department** (hereinafter "The Agency"), a law enforcement agency in the State of Texas. This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I.

Participation in The County's Public Safety Software Systems and Dispatch Services: The County will provide access to the public safety software systems under its license, which it maintains and supports, including but not limited to: application support, review and installation of software updates, addition or removal of authorized users, software-specific support and any additional related services that are deemed necessary at the sole discretion of The County. The Agency will fall under the same Service Level Agreements (SLAs) for IT services as County Departments for software services.

The County will provide dispatch services, including but not limited to: public safety admin and 9-1-1 phone answering services, radio dispatching, associated data collection for call taking and radio dispatch function, and any additional related services that are deemed necessary at the sole discretion of The County. The Agency will fall under the same Service Level Agreements (SLAs) for dispatch services as County Departments for these services.

II.

Excluded Services and Items: The following list contains services and items not included under this Agreement:

1. Replacement or repair to parts, equipment or software not covered by vendor/manufacturer warranty or support or purchased directly by The Agency.

2. The cost of any additional software (outside The County's public safety software systems), additional licensing or upgrade fees of any kind.
3. The cost of any 3rd party vendor or manufacturer support or incident fees of any kind.
4. The cost to bring The Agency's environment up to Minimum Standards required (*e.g.*, proper operating systems, internet connection) for services.
5. Failures due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
6. Programming (modification of software code) and program (software) configuration unless otherwise previously agreed to by Williamson County and within the standard set of services provided by Technology Services and 9-1-1 Communications.
7. Training services beyond the initial one-time user training conducted by County staff.
8. Any work related to compliance with Texas CJIS and other applicable laws and regulations.
9. Services provided outside of the Normal Working Hours as published by the County's IT Service Desk.

Costs associated with the above listed items and services are not included in this Agreement. The County may, upon request of The Agency and to the extent possible, assist The Agency in procuring the above listed items and services. Any such assistance will be deemed Additional Services and shall be paid for by The Agency.

III.

Exclusion of Warranties; and Limitation of Liability: The services under this Agreement are subject to the following:

A. SPECIFIC EXCLUSION OF WARRANTIES. THE EXPRESS WARRANTIES SET OUT IN THIS AGREEMENT, IF ANY, ARE IN LIEU OF ALL OTHER WARRANTIES, AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, THE COUNTY DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF THE AGENCY OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.

B. RESTRICTIONS ON WARRANTY. THE COUNTY HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE (INCLUDING THE AGENCY, THE AGENCY'S EMPLOYEES, THIRD PARTIES AND ACTS OF GOD) OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN THE COUNTY.

C. NO INDIRECT DAMAGES. WITHOUT LIMITING THE GENERALITY OF SECTIONS OF THIS ARTICLE, IN NO EVENT WILL THE COUNTY BE LIABLE TO THE AGENCY OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

D. LIMITS ON LIABILITY. IF, FOR ANY REASON, THE COUNTY BECOMES LIABLE TO THE AGENCY OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

1. THE AGGREGATE LIABILITY OF THE COUNTY TO THE AGENCY AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY THE AGENCY TO THE COUNTY AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND
2. IN ANY CASE, THE AGENCY MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN ONE (1) YEAR AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

E. SEPARATE ENFORCEABILITY. SECTIONS OF THIS ARTICLE ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

IV.

General Obligations of The Agency: Without limiting any of The Agency's other obligations under this Agreement, The Agency will:

1. Ensure that at all times at least one current staff person of The Agency has been fully trained on the use of the public safety software systems; Designate, by written notice, a primary and backup person as the point of contact for technology issues involving public safety software systems;
2. Notify The County of any changes in staffing that requires The County's direct communication with regards to authorized users;
3. Comply with all applicable Federal and State laws and regulations related to the use and operation of the County's public safety software systems; and
4. Abide by all relevant information technology and dispatch policies of The County set forth in Paragraph XVI below.

V.

Term: The initial term is from the date of execution of the Agreement to September 30, 2021. Following the initial term, the Agreement shall automatically renew each October 1st unless terminated pursuant to the terms of this Agreement.

VI.

No Assignment: This agreement may not be assigned.

VII.

Consideration: The County pays and maintains the basic public safety software systems and will charge The Agency for services and software licenses rendered as set forth in Exhibit D. The County's policy goal in the public interest is to foster standardization and streamline law enforcement cooperative efforts on county-maintained system(s) as much as reasonably possible; therefore, The Agency agrees to participate in the County's public safety software systems and abide

by all relevant information technology policies of The County set forth in Paragraph XVI below.

VIII.

No Authority to Bind: Neither Party shall incur any obligations for or in the name of the other Party, or have the authority to bind or obligate the other Party. Neither Party shall make, issue or authorize any statements (whether oral or written) in contravention of the foregoing. Neither party shall be responsible for the acts of an employee of another party.

IX.

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

X.

Good Faith Clause: The Parties agree to act in good faith in the performance of this agreement.

XI.

Confidentiality: The Agency expressly agrees that it will not allow any of its employees or representatives unauthorized access to any of The County's confidential information that may be obtained while having access to The County's public safety software systems. The Agency further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XII.

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

XIII.

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

XIV.

1.1. **Notices:** The Parties designate the following persons for receipt of notice:

If to Williamson County:
Name: Bill Gravell (or successor)
Title: County Judge
Address: Williamson County
710 Main Street
Georgetown, TX 78626
Phone: (512) 943-1550

If to Liberty Hill Independent School District Police Department:
Name: Steven Snell (or successor)
Title: Superintendent
Address: Liberty Hill Independent School District
301 Forrest Street
Liberty Hill, TX 78642
Phone: (512) 260-5580

The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

XV.

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

XVI.

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

A. Williamson County Technology Services "Hardware & Software Requirements," as amended;
B. Williamson County Technology Services "Public Safety Software Configuration Policy," as amended;
C. Williamson County Technology Services Public Safety Technology Division "Technology Services Support for Agencies Policy." as amended.
D. Charges for Services
E. Service Level Agreement for Dispatch Services

Documents listed above in items A-E are attached hereto as exhibits and are incorporated herein as if copied in full.

XVII.

County Judge or Presiding Officer Authorized to Sign Agreement: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this agreement on behalf of The County. This agreement is effective when signed by both parties.

AGREED AND APPROVED;

WILLIAMSON COUNTY

By: _____ **Date:** 9/17/19
Bill Gravell
County Judge

LIBERTY HILL INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT

By: _____ **Date:** 9/6/19
Steven Snell
Superintendent, Liberty Hill ISD

INTERLOCAL AGREEMENT FOR EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES

THIS INTERLOCAL AGREEMENT FOR EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES ("Agreement") is entered into by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, and the Texas governmental entity named on the signature herein below ("Entity"), with the authorization of each party's governing body, and both parties acting herein under the authority and pursuant to the terms of the Texas Government Code, Chapter 791, "Interlocal Cooperation Contracts," Tex. Gov't Code §§ 791.001 *et seq.*

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows these entities to contract with one another to perform governmental functions and services;

WHEREAS, it is mutually beneficial for Entity and County to enter into an agreement for the performance of Emergency and Non-Emergency Emergency Services;

WHEREAS, County and Entity agree that cooperation is in the best interest of both parties hereto;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

1. OBLIGATIONS, ACKNOWLEDGEMENTS AND COVENANTS OF COUNTY

A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 9-1-1 calls for service originating from Entity's jurisdictional boundaries and dispatch Entity's resources in a timely and professional manner.

B. WCECD shall receive all non-emergency calls for service from Entity's jurisdictional boundaries and dispatch Entity's resources in a timely and professional manner.

C. WCECD shall provide and maintain all written WCECD policies and procedures which will serve as guidelines, procedures and requirements for processing of all calls for service.

D. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.

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E. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.

F. WCECD shall maintain and make available to Entity information regarding calls for service, including, but not limited to, all times related to the call for service, units dispatched and responding, actions taken, and any other information reasonably requested by Entity.

G. County agrees that County shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. County hereby further agrees and acknowledges that Entity will not be responsible for non-compliance by County of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce County's obligations under any and all applicable laws, rules and/or regulations.

H. County agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

II. OBLIGATIONS, ACKNOWLEDGEMENTS AND COVENANTS OF ENTITY

A. Entity acknowledges that all County employees will be hired and compensated by County. All employees of County will be subject to all of the personnel policies and procedures of County and shall not be considered as employees of Entity.

B. Entity acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency call receipt, response and dispatch procedures and protocol for County and that Entity shall have no authority over the day-to-day operations and management of the WCECD.

C. Entity agrees to execute, maintain and comply with agreements with the criminal justice agency or agencies that Texas Department of Public Safety, who serves as the CJIS System Agency, may require for Entity's access to TLETS, TCIC, and NCIC, and NLETS.

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F. Entity agrees to abide by all present or hereafter approved rules, policies and procedures of TLETS, TCIC, and NCIC, and NLETS and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes; and Entity acknowledges that County reserves the right to suspend service to Entity, which may include canceling of records entered for the Entity, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that such violations have been corrected.

G. When required by County, Entity shall furnish County with certification of compliance and proof of any necessary evidence of resolution of any compliance issues relating to any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements.

III. CONSIDERATION AND COSTS

A. As of the execution of this Agreement, the parties agree that the mutual benefit received from County's provision of dispatch services to Entity and Entity's provision of law enforcement services, emergency services and non-emergency services to the local residents provides adequate consideration. Entity acknowledges, however, that County reserves the right to request monetary consideration in the future should County's costs of providing dispatch services to Entity increase.

B. Each parties' costs shall be borne by the party incurring such costs in relation to provision or receipt of the dispatch services to be provided hereunder, as well as any costs incurred to comply with this Agreement's terms and conditions.

IV. TERM

The initial term of this Agreement shall be effective and commence as of the date of the last party's execution below and continue until October 1, 2023. Following the initial term, this Agreement shall be automatically renewed for successive one (1) year terms unless terminated earlier as provided herein.

V. TERMINATION

This agreement may be terminated immediately upon mutual consent of the parties or for convenience and without cause or further liability by either party upon ninety (90) days advance written notice to the non-terminating party.

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VI. OBLIGATIONS OF LOCAL GOVERNMENT UNITS

Nothing in this Agreement shall alter in any manner the obligation of the local government unit providing fire, police, or emergency medical services to the area from which a 9-1-1 emergency call is made from the obligation to respond to such call.

VII. NOTICES

All notices required by or relating to the Agreement shall be made by certified or registered U.S. Mail, postage prepaid, return receipt requested, or hand delivered to the address set forth on the signature page hereinbelow.

VIII. MISCELLANEOUS

A. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

B. Any financial obligations of the parties under this Agreement shall be payable from current revenues available to the respective paying party. This Agreement shall not have any effect on any payment obligations Entity may be required to pay now or in the future pursuant to a contract with County.

C. The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable and venue for any legal action arising out of this Agreement shall lie in Williamson County, Texas.

D. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

E. This Agreement shall be binding upon and inure to the benefit of the County and Entity. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other than the parties hereto any rights or remedies under or by reason of this Agreement.

F. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

G. In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil

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commotion, sovereign conduct, or the act or condition of any person or persons not a party or in privity hereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

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

I. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.

J. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all of their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing, referring specifically to this Agreement, executed by the parties

IN WITNESS THEREOF, County and Entity have caused this agreement to be duly executed to be effective as of the date of the last party's execution below.

ENTITY:

Liberty Hill Police

By: R. Graeter

Representative Capacity: Chief of Police

Date: August 16, 2022

Address for Notice:

Liberty Hill Police Dept
Attn: Royce Graeter
P.O Box 1414
Liberty Hill, Texas 78642

COUNTY:

Williamson County, Texas

By: Chris Conley

Representative Capacity: SR. DIRECTOR EMERGENCY SERVICES

Date: MARCH 8, 2023

Address for Notice:

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

Williamson County Judge

By:_____
Bill Gravell, Jr

Date:_____

INTERLOCAL AGREEMENT FOR EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES

THIS INTERLOCAL AGREEMENT FOR EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES ("Agreement") is entered into by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, and the Texas governmental entity named on the signature herein below ("Entity"), with the authorization of each party's governing body, and both parties acting herein under the authority and pursuant to the terms of the Texas Government Code, Chapter 791, "Interlocal Cooperation Contracts," Tex. Gov't Code §§ 791.001 *et seq.*

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows these entities to contract with one another to perform governmental functions and services;

WHEREAS, it is mutually beneficial for Entity and County to enter into an agreement for the performance of Emergency and Non-Emergency Emergency Services;

WHEREAS, County and Entity agree that cooperation is in the best interest of both parties hereto;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I. OBLIGATIONS, ACKNOWLEDGEMENTS AND COVENANTS OF COUNTY

A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 9-1-1 calls for service originating from Entity's jurisdictional boundaries and dispatch Entity's resources in a timely and professional manner.

B. WCECD shall receive all non-emergency calls for service from Entity's jurisdictional boundaries and dispatch Entity's resources in a timely and professional manner.

C. WCECD shall provide and maintain all written WCECD policies and procedures which will serve as guidelines, procedures and requirements for processing of all calls for service.

D. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.

E. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.

F. WCECD shall maintain and make available to Entity information regarding calls for service, including, but not limited to, all times related to the call for service, units dispatched and responding, actions taken, and any other information reasonably requested by Entity.

G. County agrees that County shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. County hereby further agrees and acknowledges that Entity will not be responsible for non-compliance by County of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce County's obligations under any and all applicable laws, rules and/or regulations.

H. County agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

II. OBLIGATIONS, ACKNOWLEDGEMENTS AND COVENANTS OF ENTITY

A. Entity acknowledges that all County employees will be hired and compensated by County. All employees of County will be subject to all of the personnel policies and procedures of County and shall not be considered as employees of Entity.

B. Entity acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency call receipt, response and dispatch procedures and protocol for County and that Entity shall have no authority over the day-to-day operations and management of the WCECD.

C. Entity agrees to execute, maintain and comply with agreements with the criminal justice agency or agencies that Texas Department of Public Safety, who serves as the CJIS System Agency, may require for Entity's access to TLETS, TCIC, and NCIC, and NLETS.

D. Entity acknowledges that all criminal justice records are to be entered by County with the Entity's Originating Agency Identifier Number ("ORI") and Entity hereby agrees to provide County with its ORI, as well as provide any updates should Entity's ORI be modified in the future.

E. Entity agrees that it shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and

regulation requirements. Entity hereby further agrees and acknowledges that County will not be responsible for non-compliance by Entity of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce Entity's obligations under any and all applicable laws, rules and/or regulations.

F. Entity agrees to abide by all present or hereafter approved rules, policies and procedures of TLETS, TCIC, and NCIC, and NLETS and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes; and Entity acknowledges that County reserves the right to suspend service to Entity, which may include canceling of records entered for the Entity, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that such violations have been corrected.

G. When required by County, Entity shall furnish County with certification of compliance and proof of any necessary evidence of resolution of any compliance issues relating to any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements.

III. CONSIDERATION AND COSTS

A. As of the execution of this Agreement, the parties agree that the mutual benefit received from County's provision of dispatch services to Entity and Entity's provision of law enforcement services, emergency services and non-emergency services to the local residents provides adequate consideration. Entity acknowledges, however, that County reserves the right to request monetary consideration in the future should County's costs of providing dispatch services to Entity increase.

B. Each parties' costs shall be borne by the party incurring such costs in relation to provision or receipt of the dispatch services to be provided hereunder, as well as any costs incurred to comply with this Agreement's terms and conditions.

IV. TERM

The initial term of this Agreement shall be effective and commence as of the date of the last party's execution below and continue until October 1, 2023. Following the initial term, this Agreement shall be automatically renewed for successive one (1) year terms unless terminated earlier as provided herein.

V. TERMINATION

This agreement may be terminated immediately upon mutual consent of the parties or for convenience and without cause or further liability by either party upon ninety (90) days advance written notice to the non-terminating party.

VI. OBLIGATIONS OF LOCAL GOVERNMENT UNITS

Nothing in this Agreement shall alter in any manner the obligation of the local government unit providing fire, police, or emergency medical services to the area from which a 9-1-1 emergency call is made from the obligation to respond to such call.

VII. NOTICES

All notices required by or relating to the Agreement shall be made by certified or registered U.S. Mail, postage prepaid, return receipt requested, or hand delivered to the address set forth on the signature page hereinbelow.

VIII. MISCELLANEOUS

A. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

B. Any financial obligations of the parties under this Agreement shall be payable from current revenues available to the respective paying party. This Agreement shall not have any effect on any payment obligations Entity may be required to pay now or in the future pursuant to a contract with County.

C. The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable and venue for any legal action arising out of this Agreement shall lie in Williamson County, Texas.

D. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

E. This Agreement shall be binding upon and inure to the benefit of the County and Entity. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other than the parties hereto any rights or remedies under or by reason of this Agreement.

F. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

G. In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil

commotion, sovereign conduct, or the act or condition of any person or persons not a party or in privity hereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

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

I. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.

J. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all of their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing, referring specifically to this Agreement, executed by the parties

IN WITNESS THEREOF, County and Entity have caused this agreement to be duly executed to be effective as of the date of the last party's execution below.

ENTITY:

By: Dr. Hafedh Azaiez

Representative
Capacity: Superintendent

Date: August 25, 2022

Address for Notice:

Attn: Round Rock ISD
1311 Round Rock Ave.
Round Rock, Texas 78681

COUNTY:

Williamson County, Texas

By: _____

Representative
Capacity: SR. DIRECTOR EMERGENCY SERVICES

Date: MARCH 8, 2023

Address for Notice:

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

Williamson County Judge

By: _____
Bill Gravell, Jr

Date: _____

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WITNESSETH

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B. WCECD shall receive all non-emergency calls for service from Entity's jurisdictional boundaries and dispatch Entity's resources in a timely and professional manner.

C. WCECD shall provide and maintain all written WCECD policies and procedures which will serve as guidelines, procedures and requirements for processing of all calls for service.

D. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.

E. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.

F. WCECD shall maintain and make available to Entity information regarding calls for service, including, but not limited to, all times related to the call for service, units dispatched and responding, actions taken, and any other information reasonably requested by Entity.

G. County agrees that County shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. County hereby further agrees and acknowledges that Entity will not be responsible for non-compliance by County of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce County's obligations under any and all applicable laws, rules and/or regulations.

H. County agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

II. OBLIGATIONS, ACKNOWLEDGEMENTS AND COVENANTS OF ENTITY

A. Entity acknowledges that all County employees will be hired and compensated by County. All employees of County will be subject to all of the personnel policies and procedures of County and shall not be considered as employees of Entity.

B. Entity acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency call receipt, response and dispatch procedures and protocol for County and that Entity shall have no authority over the day-to-day operations and management of the WCECD.

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III. CONSIDERATION AND COSTS

A. As of the execution of this Agreement, the parties agree that the mutual benefit received from County's provision of dispatch services to Entity and Entity's provision of law enforcement services, emergency services and non-emergency services to the local residents provides adequate consideration. Entity acknowledges, however, that County reserves the right to request monetary consideration in the future should County's costs of providing dispatch services to Entity increase.

B. Each parties' costs shall be borne by the party incurring such costs in relation to provision or receipt of the dispatch services to be provided hereunder, as well as any costs incurred to comply with this Agreement's terms and conditions.

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C. The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable and venue for any legal action arising out of this Agreement shall lie in Williamson County, Texas.

D. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

E. This Agreement shall be binding upon and inure to the benefit of the County and Entity. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other than the parties hereto any rights or remedies under or by reason of this Agreement.

F. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

G. In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil

commotion, sovereign conduct, or the act or condition of any person or persons not a party or in privity hereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

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

I. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.

J. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all of their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing, referring specifically to this Agreement, executed by the parties

IN WITNESS THEREOF, County and Entity have caused this agreement to be duly executed to be effective as of the date of the last party's execution below.

ENTITY:

Thrall Police Dept.

By: _____

Representative
Capacity: Chief of Police

Date: 8/5, 2022

Address for Notice:

104 Main St.
Attn: _____

Thrall, Texas 76578

COUNTY:

Williamson County, Texas

By: _____

Representative
Capacity: SR. DIRECTOR EMERGENCY SERVICES

Date: MARCH 8, 2023

Address for Notice:

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

Williamson County Judge

By:_____
Bill Gravell, Jr

Date:_____

Commissioners Court - Regular Session **15.**

Meeting Date: 04/04/2023

MOU Agreements for Emergency and Non-Emergency Law Enforcement Dispatch Services

Submitted For: Chris Connealy **Submitted By:** Chris Connealy, Emergency Services Dept.

Department: Emergency Services Dept.

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Memorandums of Understanding for Emergency and Non-Emergency Law Enforcement Dispatch Services between Williamson County, Texas and Williamson County Law Enforcement Offices/Agencies that Williamson County Emergency Communications provides nonemergency and emergency law enforcement dispatching services to in Williamson County; and authorize execution of the agreements.

Background

Memorandums of Understanding for Emergency and Non-Emergency Dispatch Services are being entered into with the Williamson County Law Enforcement Offices/Agencies that Williamson County Emergency Communications provides nonemergency and emergency law enforcement dispatching services to in Williamson County in order to set forth the obligations, acknowledgments and covenants of the parties in relation to such services as part of Williamson County Emergency Communications application for an Originating Agency Identifier (ORI)-(N) Dispatching/911 Communication Center Noncriminal Justice Agency with the Texas Department of Public Safety.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MOU Agreements

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/30/2023 10:20 AM
Form Started By: Chris Connealy		Started On: 03/24/2023 01:41 PM
Final Approval Date: 03/30/2023		

MEMORANDUM OF UNDERSTANDING FOR EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES

THIS MEMORANDUM OF UNDERSTANDING FOR EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES ("MOU") is entered into by and between the Williamson County Emergency Communications Department ("WCECD") and the Williamson County Sheriff's Office ("WCSO").

WITNESSETH

WHEREAS, it is mutually beneficial for WCSO and WCECD to enter into this MOU regarding the performance of Emergency and Non-Emergency Emergency Services;

WHEREAS, WCECD and WCSO agree that cooperation is in the best interest of both parties hereto;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties acknowledge and agree as follows:

I. OBLIGATIONS, ACKNOWLEDGEMENTS AND COVENANTS OF WCECD

A. WCECD shall receive all 9-1-1 calls for service originating from WCSO's jurisdictional boundaries and dispatch WCSO's resources in a timely and professional manner.

B. WCECD shall receive all non-emergency calls for service from WCSO's jurisdictional boundaries and dispatch WCSO's resources in a timely and professional manner.

C. WCECD, in collaboration with the WCSO, shall provide and maintain all written WCECD policies and procedures which will serve as guidelines, procedures and requirements for processing of all calls for service.

D. WCECD, in collaboration with the WCSO, shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.

E. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained. Should deviations occur, WCECD will work directly with the WCSO on corrective actions and/or disciplinary actions to be taken.

F. WCECD shall maintain and make available to WCSO information regarding calls for service,

including, but not limited to, all times related to the call for service, units dispatched and responding, actions taken, and any other information reasonably requested by WCSO.

G. WCECD agrees that WCECD shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. WCECD hereby further agrees and acknowledges that WCSO will not be responsible for non-compliance by WCECD of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this MOU does not, in any way, limit, restrict and/or reduce WCECD's obligations under any and all applicable laws, rules and/or regulations. Should deviations occur, WCECD will work directly with the WCSO on corrective actions and/or disciplinary actions to be taken.

H. WCECD agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes. Should deviations occur, WCECD will work directly with the WCSO on corrective actions and/or disciplinary actions to be taken.

II. OBLIGATIONS, ACKNOWLEDGEMENTS AND COVENANTS OF WCSO

A. WCSO acknowledges that all WCECD employees will be hired and compensated by WCECD. WCECD will consult with the WCSO during the hiring of employees to ensure expectation and suitability are met. All employees of WCECD will be subject to all of the personnel policies and procedures of WCECD and shall not be considered as employees of WCSO. Should deviations occur, WCECD will work directly with the WCSO on corrective actions and/or disciplinary actions to be taken.

B. WCSO acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency call receipt, response and dispatch procedures and protocol for WCECD and that WCSO shall have no authority over the day-to-day operations and management of the WCECD.

C. WCSO agrees to execute, maintain and comply with any necessary agreements with the criminal justice agency or agencies that Texas Department of Public Safety, who serves as the CJIS System Agency, may require for WCSO's access to TLETS, TCIC, and NCIC, and NLETS.

D. WCSO acknowledges that all criminal justice records are to be entered by WCECD with the WCSO's Originating Identifier Number ("ORI") and WCSO hereby agrees to provide WCECD

with its ORI, as well as provide any updates should WCSO's ORI be modified in the future. Should deviations occur, WCECD will work directly with the WCSO on corrective actions and/or disciplinary actions to be taken.

E. WCSO agrees that it shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements. WCSO hereby further agrees and acknowledges that WCECD will not be responsible for non-compliance by WCSO of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this MOU does not, in any way, limit, restrict and/or reduce WCSO's obligations under any and all applicable laws, rules and/or regulations.

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IV. TERMINATION

This MOU may be terminated immediately upon mutual consent of the parties or for convenience and without cause or further liability by either party upon ninety (90) days advance written notice to the non-terminating party.

V. NOTICES

All notices required by or relating to the MOU shall be made by certified or registered U.S. Mail, postage prepaid, return receipt requested, or hand delivered to the address set forth on the signature page hereinbelow.

VI. ENTIRE UNDERSTANDING

This MOU constitutes the entire understandings and agreements between the WCSO and WCECD, and supersedes all of their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this MOU, has been made by any party hereto or its officers, employees or other agents to induce execution of this MOU. This MOU cannot be modified, or any of the terms hereof waived, except by an instrument in writing, referring specifically to this MOU, executed by the parties

IN WITNESS THEREOF, WCECD and WCSO have caused this MOU to be duly executed to be effective as of the date of the last party's execution below.

WCSO:

Williamson County Sheriff's Office

By: _____
Sheriff Mike Gleason,
Williamson County Sheriff

Date: March 8, 2023

Address for Notice:

Williamson County Sheriff's Office Attn: Sheriff Mike Gleason
508 Rock Street
Georgetown, Texas 78626

WCECD:

Williamson County Department of Emergency Services

By: _____
Chris Connealy, Sr. Director
Williamson County Department of Emergency Services

Date: March 8, 2023

Address for Notice:

Williamson County Emergency Services
Attn: Chris Connealy, Sr. Director
911 Tracy Chambers Ln
Georgetown, Texas 78626

Williamson County Judge

By: _____
Bill Gravell, Jr

Date: _____

Address for Notice:
Williamson County Judge
710 S Main Street
Georgetown, Texas 78626

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WITNESSETH

WHEREAS, it is mutually beneficial for Agency and WCECD to enter into this MOU regarding the performance of Emergency and Non-Emergency Emergency Services;

WHEREAS, WCECD and Agency agree that cooperation is in the best interest of both parties hereto;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties acknowledge and agree as follows:

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II. OBLIGATIONS, ACKNOWLEDGEMENTS AND COVENANTS OF AGENCY

A. Agency acknowledges that all WCECD employees will be hired and compensated by WCECD. All employees of WCECD will be subject to all of the personnel policies and procedures of WCECD and shall not be considered as employees of Agency.

B. Agency acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency call receipt, response and dispatch procedures and protocol for WCECD and that Agency shall have no authority over the day-to-day operations and management of the WCECD.

C. Agency agrees to execute, maintain and comply with any necessary agreements with the criminal justice agency or agencies that Texas Department of Public Safety, who serves as the CJIS System Agency, may require for Agency's access to TLETS, TCIC, and NCIC, and NLETS.

D. Agency acknowledges that all criminal justice records are to be entered by WCECD with the Agency's Originating Agency Identifier Number ("ORI") and Agency hereby agrees to provide WCECD with its ORI, as well as provide any updates should Agency's ORI be modified in the future.

E. Agency agrees that it shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements. Agency hereby further agrees and acknowledges that WCECD will not be responsible for non-compliance by Agency of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this MOU does not, in any way, limit, restrict and/or reduce Agency's

obligations under any and all applicable laws, rules and/or regulations.

F. Agency agrees to abide by all present or hereafter approved rules, policies and procedures of TLETS, TCIC, and NCIC, and NLETS and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes; and Agency acknowledges that WCECD reserves the right to suspend service to Agency, which may include canceling of records entered for the Agency, when applicable policies are violated and not reinstate service following such instances until WCECD's receipt of satisfactory assurances that such violations have been corrected.

G. When required by WCECD, Agency shall furnish WCECD with certification of compliance and proof of any necessary evidence of resolution of any compliance issues relating to any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements.

III. TERM

The initial term of this MOU shall be effective and commence as of the date of the last party's execution below and continue until October 1, 2023. Following the initial term, this MOU shall be automatically renewed for successive one (1) year terms unless terminated earlier as provided herein.

IV. TERMINATION

This MOU may be terminated immediately upon mutual consent of the parties or for convenience and without cause or further liability by either party upon ninety (90) days advance written notice to the non-terminating party.

V. NOTICES

All notices required by or relating to the MOU shall be made by certified or registered U.S. Mail, postage prepaid, return receipt requested, or hand delivered to the address set forth on the signature page hereinbelow.

VI. ENTIRE UNDERSTANDING

This MOU constitutes the entire understandings and agreements between the parties hereto, and supersedes all of their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this MOU, has been made by any party hereto or its officers, employees or other agents to induce execution of this MOU. This MOU cannot be modified, or any of the terms hereof waived, except by an instrument in writing, referring specifically to this MOU, executed by the parties

IN WITNESS THEREOF, WCECD and Agency have caused this MOU to be duly executed to be effective as of the date of the last party's execution below.

AGENCY:

Name of Office: Williamson County Attorney's Office

By: Dee Hobbs

Printed Name: Dee Hobbs

Title: County Attorney

Date: September 9, 2022

Address for Notice:

Williamson County Attorney's Office
Attn: Dee Hobbs
405 Martin Luther King, Suite 229
Georgetown, Texas 78626

WCECD:

Williamson County Department of Emergency Services

By: Chris Connealy

Chris Connealy, Sr. Director
Williamson County Department of Emergency Services

Date: MARCH 8, 2023

Address for Notice:

Williamson County Emergency Services
Attn: Chris Connealy, Sr. Director
911 Tracy Chambers Ln
Georgetown, Texas 78626

Williamson County Judge

By: _____

Bill Gravell, Jr

Date: _____

Address for Notice:
Williamson County Judge
710 S Main Street
Georgetown, Texas 78626

MEMORANDUM OF UNDERSTANDING FOR EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES

THIS MEMORANDUM OF UNDERSTANDING FOR EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES ("MOU") is entered into by and between the Williamson County Emergency Communications Department ("WCECD") and Williamson County Office/Department named on the signature page herein below ("Agency").

WITNESSETH

WHEREAS, it is mutually beneficial for Agency and WCECD to enter into this MOU regarding the performance of Emergency and Non-Emergency Emergency Services;

WHEREAS, WCECD and Agency agree that cooperation is in the best interest of both parties hereto;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties acknowledge and agree as follows:

I. OBLIGATIONS, ACKNOWLEDGEMENTS AND COVENANTS OF WCECD

A. WCECD shall receive all 9-1-1 calls for service originating from Agency's jurisdictional boundaries and dispatch Agency's resources in a timely and professional manner.

B. WCECD shall receive all non-emergency calls for service from Agency's jurisdictional boundaries and dispatch Agency's resources in a timely and professional manner.

C. WCECD shall provide and maintain all written WCECD policies and procedures which will serve as guidelines, procedures and requirements for processing of all calls for service.

D. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.

E. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.

F. WCECD shall maintain and make available to Agency information regarding calls for service, including, but not limited to, all times related to the call for service, units dispatched and responding, actions taken, and any other information reasonably requested by Agency.

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IN WITNESS THEREOF, WCECD and Agency have caused this MOU to be duly executed to be effective as of the date of the last party's execution below.

AGENCY:

Name of Office: Williamson County Constable Pct. 1

By: Mickey Chance

Printed Name: Mickey Chance

Title: Constable

Date: August 26th, 20 22

Address for Notice:

1801 E. Old Settlers BLVD #105 Round Rock Texas, 78664
Attn: Constable Mickey Chance

, Texas

WCECD:

Williamson County Department of Emergency Services

By: _____
Chris Connealy, Sr. Director
Williamson County Department of Emergency Services

Date: M. April 8, 2023

Address for Notice:

Williamson County Emergency Services
Attn: Chris Connealy, Sr. Director
911 Tracy Chambers Ln
Georgetown, Texas 78626

Williamson County Judge

By: _____
Bill Gravell, Jr

Date: _____

Address for Notice:
Williamson County Judge
710 S Main Street
Georgetown, Texas 78626

MEMORANDUM OF UNDERSTANDING FOR EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES

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IN WITNESS THEREOF, WCECD and Agency have caused this MOU to be duly executed to be effective as of the date of the last party's execution below.

AGENCY:

Name of Office: Williamson County Constable Office Precinct 2

By: _____

Printed Name: Jeff Anderson

Title: Constable

Date: August 25, 2022

Address for Notice:

Williamson County Constable Office, Precinct 2
Attn: Jeff Anderson , Constable
350 Discovery Blvd. Suite 205
Cedar Park, Texas 78613

WCECD:

Williamson County Department of Emergency Services

By: _____
Chris Connealy, Sr. Director
Williamson County Department of Emergency Services

Date: MARCH 8, 2023

Address for Notice:

Williamson County Emergency Services
Attn: Chris Connealy, Sr. Director
911 Tracy Chambers Ln
Georgetown, Texas 78626

Williamson County Judge

By: _____
Bill Gravell, Jr

Date: _____

Address for Notice:
Williamson County Judge
710 S Main Street
Georgetown, Texas 78626

MEMORANDUM OF UNDERSTANDING FOR EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES

THIS MEMORANDUM OF UNDERSTANDING FOR EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES ("MOU") is entered into by and between the Williamson County Emergency Communications Department ("WCECD") and Williamson County Office/Department named on the signature page herein below ("Agency").

WITNESSETH

WHEREAS, it is mutually beneficial for Agency and WCECD to enter into this MOU regarding the performance of Emergency and Non-Emergency Emergency Services;

WHEREAS, WCECD and Agency agree that cooperation is in the best interest of both parties hereto;

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IN WITNESS THEREOF, WCECD and Agency have caused this MOU to be duly executed to be effective as of the date of the last party's execution below.

AGENCY:

Name of Office: Pct. #3 Constable

By: Matthew Lindemann

Printed Name: Matthew Lindemann

Title: Constable

Date: August 25, 2022

Address for Notice:

100 Wilco Way, Ste #101
Attn: Constable Matthew Lindemann
Georgetown, Texas 78626

WCECD:

Williamson County Department of Emergency Services

By: Chris Connealy
Chris Connealy, Sr. Director
Williamson County Department of Emergency Services

Date: March 8, 2023

Address for Notice:

Williamson County Emergency Services
Attn: Chris Connealy, Sr. Director
911 Tracy Chambers Ln
Georgetown, Texas 78626

Williamson County Judge

By: _____
Bill Gravell, Jr

Date: _____

Address for Notice:
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This MOU may be terminated immediately upon mutual consent of the parties or for convenience and without cause or further liability by either party upon ninety (90) days advance written notice to the non-terminating party.

V. NOTICES

All notices required by or relating to the MOU shall be made by certified or registered U.S. Mail, postage prepaid, return receipt requested, or hand delivered to the address set forth on the signature page hereinbelow.

VI. ENTIRE UNDERSTANDING

This MOU constitutes the entire understandings and agreements between the parties hereto, and supersedes all of their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this MOU, has been made by any party hereto or its officers, employees or other agents to induce execution of this MOU. This MOU cannot be modified, or any of the terms hereof waived, except by an instrument in writing, referring specifically to this MOU, executed by the parties

IN WITNESS THEREOF, WCECD and Agency have caused this MOU to be duly executed to be effective as of the date of the last party's execution below.

AGENCY:

Name of Office: Williamson Co. Pct. 4 Constable

By: _____

Printed Name: Paul L. Leal

Title: Constable

Date: 12/12/2022, 20__

Address for Notice:

412 Vance St., Suite 3

Attn: Paul Leal

Taylor

Taylor, Texas 76574

WCECD:

Williamson County Department of Emergency Services

By: _____

Chris Connealy, Sr. Director
Williamson County Department of Emergency Services

Date: March 8, 2023

Address for Notice:

Williamson County Emergency Services
Attn: Chris Connealy, Sr. Director
911 Tracy Chambers Ln
Georgetown, Texas 78626

Williamson County Judge

By: _____
Bill Gravell, Jr

Date: _____

Address for Notice:
Williamson County Judge
710 S Main Street
Georgetown, Texas 78626

Commissioners Court - Regular Session **16.**

Meeting Date: 04/04/2023

2024 Hazmat Monitor/Suit/SCBA Maintenance Homeland Security Grant Program, Urban Area Security Initiative

Submitted For: Hank Jones **Submitted By:** Hank Jones, Fire Marshal Spec Ops-Hazmat

Department: Fire Marshal Spec Ops-Hazmat

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on adopting a resolution supporting the application for Homeland Security Grant Program (HSGP), 2023 Urban Area Security Initiative – Regular Projects (UASI-R) for the Williamson County Hazmat Monitor/Suit/SCBA Maintenance Project. The (HSGP), (UASI-R) grant application number is 4893401.

Background

This project has been submitted annually to the Capitol Area Council of Governments Homeland Security Task Force for funding consideration. Due to changes with Homeland Security Grant Program Regular Project funding, Williamson County is submitting an application for Homeland Security Grant Program (HSGP), 2023 Urban Area Security Initiative - Regular Projects (UASI-R) for funding consideration to maintain, repair and calibrate hazmat monitoring equipment, suits and SCBA equipment used by the Williamson County Hazmat and Regional Response Teams. The maintenance of monitoring equipment is a priority at the State and regional level.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2024 Monitor Maintenance Resolution

Internal Grant Application

Monitor Maintenance Service Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/29/2023 03:27 PM
Form Started By: Hank Jones		Started On: 03/29/2023 12:39 PM
Final Approval Date: 03/29/2023		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP), 2023 Urban Area Security Initiative – Regular Projects (UASI-R) for the Williamson County Hazmat Monitor/Suit/SCBA Maintenance Project. The (HSGP), (UASI-R) grant application number is 4893401.

WHEREAS, The Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the Hazmat Monitor/Suit/SCBA Maintenance Project Grant Application be submitted to the State of Texas, Office of the Governor, Homeland Security Grant Program (HSGP), 2023 Urban Area Security Initiative – Regular Projects (UASI-R); and

WHEREAS, The Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP), 2023 Urban Area Security Initiative – Regular Projects (UASI-R) funds, the Williamson County Commissioners' Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP), 2023 Urban Area Security Initiative – Regular Projects (UASI-R) in full; and

WHEREAS, The Williamson County Commissioners' Court designates the Honorable Bill Gravell Jr., Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners' Court approves submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP), 2023 Urban Area Security Initiative – Regular Projects (UASI-R) for the Williamson County Hazmat Monitor/Suit/SCBA Maintenance Project.

Adopted this 4th day of April 2023.

_____

Bill Gravell Jr.
Williamson County Judge

Grant Title/Project Name:	Hazmat Monitor/Suit/SCBA Maintenance
Department:	542-Fire Marshal Special Operations
Requestor:	David Cella
Contact Email:	david.cella@wilco.org
Contact Phone Number:	512-943-3698
Start Date:	8/31/2024
End Date:	8/31/2024
Please select request category:	Service
Describe the purpose of the grant in detail to include all requirements.	This is a Homeland Security, Urban Area Security Initiative (UASI) Grant for a one year service agreement for providing monitor maintenance to calibrate & maintain all the hazmat metering/monitoring equipment as well as provide funding for Level A vapor protective suit annual testing and Self Contained Breathing Apparatus (SCBA) annual flowing testing for the Williamson County Hazardous Materials Response Team.
Select the type of grant your department is applying for:	State
What is the amount of the grant?	$79,000.00
Please provide a breakdown of the total cost above.	This grant will provide funding for a monitor maintenance contract that will cover all of the hazmat detection monitors listed in the maintenance contract and provides the following: (Please see the attached contract for more information) - 90-day on-site service and calibration -Event monitoring support, as needed -24/7 live support with a RAE certified technician and certified hazmat technician Provide funding for a local vendor to perform annual flow testing for all the SCBAs that the Hazardous Materials Response Team utilizes and funding for the same vendor to perform annual suit testing on all Level A vapor protective suits that the Hazardous Materials Response Team currently has in operation. (Please see attached memo for further details)
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any	

similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or	

region and if they available for use?	None
How is this item request different from any similar assets currently in the County and/or region?	This will help ensure that the Williamson County Hazardous Material Response Team has well maintained and correctly calibrated/tested equipment ready for service in the event of a hazardous materials incident.
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	The contract provides the calibration gas, equipment, and certified technicians to perform routine calibrations and repairs to our monitoring/testing equipment.
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	1
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	This will remove the liability from the county by having a third-party company maintain and repair all the specialized equipment.
Where will the item be stored?	N/A
What is the useful life of the item?	1 Year
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	The grant funds will fund a contract that provides the maintenance. No further maintenance beyond that is required.
How will this item be funded when the grant ends?	Our department will continue to apply for Homeland Security Grant funds to assist with offsetting the cost of the annual operational expenses.
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	N/A
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	N/A
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	

Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	
ID	108
Version	2.0
Attachments	True
Created	3/29/2023 12:06 PM
Created By	David Cella
Modified	3/29/2023 12:16 PM
Modified By	David Cella

FARRWEST

Multi-Year Equipment Calibration & Maintenance Program

This equipment calibration and maintenance program is made according to the following terms between Williamson County and FarrWest Environmental Supply, Inc (Farrwest). The following outlines the equipment and services contemplated under this agreement by FarrWest in addition to the responsibilities assigned to Williamson County. This program will begin on **January 1st, 2024,** and be current for no less than 12 months, with 3 renewal options.

Supplied Equipment
Equipment owned, calibrated, and maintained by FarrWest, leased to and operated by Williamson County.

- 1 x RedWave Gas Cell

Maintained Equipment
Equipment owned and operated by Williamson County, calibrated and maintained by Farrwest.

- 4 x RAE Systems AreaRAE Pro Monitors (Sensors 10.6eV PPB PID, CO, H2S, LEL, O2, Gamma)
- 5 x RAE Systems AreaRAE Plus Monitors (Sensors 10.6eV PID, CO, H2S, LEL, O2)
- 1 x RAE Systems QRAE 3 monitor (Sensors CO, H2S, LEL O2)- Health Department,
- 1 x RAE Systems QRAE 3 monitor (Sensors CO, HCN, LEL O2)
- 1 x RAE Systems MultiRAE Lite monitors (Sensors LR PID, CO, H2S, LEL O2), pumped
- 2 x RAE Systems MultiRAE Lite monitors (Sensors LR PID, CO, H2S, LEL O2, CL2), pumped
- 3 x RAE Systems MultiRAE monitors (Sensors HR PID, CO, H2S, LEL O2), pumped
- 2 x RAE Systems MultiRAE monitors (Sensors HR PID, CO, H2S, LEL O2, CL2), pumped
- 1 x RAE Systems GammaRAE radiation detector dosimeter
- 4 x RAE Systems MiniRAE 3000 PID monitors (Sensors HR PID 10.6eV)
- 5 x RAE Systems RAE Link 3 wireless modems
- 2 x RAE Systems SensorRAE stations (Sensors Cl2, HCN)
- 5 x RAE Systems AutoRAE 2 Calibration Stations and Cradles
- 1 x Smiths Detection RadSeeker Isotope Identifier (verification only)
- 1 x Smiths Detection Hazmat ID Elite (full Warranty and ReachBack)
- 2 x Ludlum Measurements 2241-3RK radiation detectors
- 1 x Ludlum Measurements 26-1 Pancake radiation detector
- 16 x Thermo Scientific RadEye GF-EX (annual factory calibration)
- 4 x Thermo Scientific RadEye SPRD (annual factory calibration)
- 4 x Sensit Gold gas leak detectors (Sensors PPM LEL, O2)
- 1 x Rigaku Prgogeny RESQ (Verification, and warranty)
- 1 x Redwave ThreatID GLS (verification, and warranty)

Calibration-Only Equipment
Equipment whose repair cannot be guaranteed due to unreliable supply of repair parts.

- 2 x RAE Systems MiniRAE 2000 PID monitors (Sensors HR PID, 10.6eV) discontinued
- 3 x ATI PortaSens II (Sensors F2)
- 4 x RAE Systems AreaRAE monitors (Sensors 10.6eV PID, Cl2, CO, LEL, O2), GPS

Supplied Consumables

- Calibration/ Bump test gas for each sensor type, amount specified below:

Calibration Gas Type	Amount Supplied	Equipment Used
66L 4-Gas Mix	5 per year	AreaRAE Series, MultiRAE Series, QRAE III, Sensit Gold
66L Isobutylene 10 ppm	2 per year	AreaRAE Series
66L Isobutylene 100 ppm	2 per year	AreaRAE Series, MultiRAE Series
66L Hydrogen Cyanide 10 ppm	2 per year	QRAE III
66L Chlorine 10 ppm	2 per year	AreaRAE Series, MultiRAE Series

Supplied Program Services

- 90 Day On-Site Service and Calibration
- Event Monitoring Support, as needed
- Annual Gas monitoring and equipment training class
- 24/7 Live support with RAE Certified Technician and Certified Hazmat Technician
- Loaner Equipment provided for down equipment

Performance Standards

(a) Every **90 days** FarrWest will come on-site to one or more specified locations to inspect, clean, maintain and calibrate the instrumentation outlined above. The monitors will be serviced in preparation for the next service cycle.

(b) FarrWest will perform repairs for damage or failure occurring during *normal usage of equipment*. All associated costs, parts and labor with these repairs will be the responsibility of FarrWest, except where otherwise noted. Usually, these repairs can be completed on-site, but occasionally Farrwest may need to take equipment back to its facility for repair. Any equipment taken from location will be returned promptly once repaired.

(c) FarrWest will be responsible for any and all sensor replacement, should a sensor fail to calibrate, ***including*** exotic sensors (ie. HCN or any sensor that doesn't have a 2 year warranty) except where otherwise noted.

(d) Instruments marked *Verification-only* will be maintained to their manufacturers specifications, usually a yearly calibration or optimization. These instruments will also receive an operational test during the normal service cycle. ***For any repairs on verification-only equipment in excess of $300, an estimate will be submitted to FarrWest's POC and will be invoiced separately pending approval.***

(e) All radiation equipment that requires calibration will be sent to a 3rd party, approved radiation lab for annual calibration and adjustment, at the expense of FarrWest. All equipment will be verified for proper working order during quarterly maintenance schedule. ***For any repairs on radiation equipment in excess of $300, an estimate will be submitted to FarrWest's POC and will be invoiced separately pending approval.***

(f) All chemical and biological equipment (Smiths Detection) will be verified to proper working order during scheduled maintenance visits. ***For any repairs on chemical and biological equipment in excess of $300, an estimate will be submitted to Williamson County and will be invoiced separately pending approval.***

(g) Due to cost and technology involved, FarrWest will not be responsible for the repair or maintenance of weather related modules or attachments bundled with gas detection, radiation, chemical and biological, or any other equipment. This includes, but is not limited too RAEMet Sensors. ***For any repairs on weather stations, sensors, modules or other weather sensing/reporting equipment an estimate will be submitted to Williamson County and will be invoiced separately pending approval.***

(h) Instruments labeled by the manufacturer as "discontinued" or having reached "end of life" cannot always be maintained due to scarcity of repair parts and sensors. These instruments will be considered as "calibration-only". Calibration-only instruments receive the same interval calibration, but any repairs will be billed separately. All calibration-only instruments will be designated as such in this contract.

(i) All supplied equipment (Farrwest owned) will be provided with the accessories necessary for proper operation at the time of supply. Maintained equipment (Williamson County owned) is expected to have arrived with all necessary accessories at time of purchase. Replacement accessories (i.e. chargers, charging cradles, protective boots, etc) will be provided, up to 3% of the yearly cost of contract per instrument, per year. The cost for replacement accessories beyond this dollar amount will be the responsibility of Williamson County and will be invoiced separately.

Program Updates or Alterations

(a) Sensor-type changes (i.e.. replacing a Hydrogen Sulfide (H2S) sensor with a Ammonia (NH3) sensor) can be done at the request of Williamson County on supported equipment, but may require a change in contract amount to reflect higher cost of sensors and calibration standards.

(b) If *additional* equipment is added to this program during the course of the contract, the contract will be amended for the cost of maintaining the new equipment. The maintenance pricing of additional equipment will be charged in accordance with current contract pricing and will be prorated for the remainder of the contract. Any other associated costs with the equipment upgrade such as additional calibration gases or consumables will be the responsibility of Williamson County.

Documentation and Support

(a) FarrWest will maintain all service records and provide a copy of those records to Williamson County**.** Farrwest will also provide a login to the Farrwest customer portal in order to obtain copies of calibration and repair documents.

(b) FarrWest will provide loaner units, usually within 24hrs of notice; in the event of unit failure between service intervals for all Maintained and Supplied equipment. Calibration-only equipment will only receive a loaner after a repair invoice has been approved. Due to

variety of equipment, exact loaner types may vary, below is the expected loaner type for each type of equipment:

Williamson County Instrument	FarrWest Loaner
AreaRAE Pro, AreaRAE Plus	RAE Systems AreaRAE Series
QRAE III	RAE Systems QRAE III
MultiRAE Lite, MultiRAE	RAE Systems MultiRAE Series
MiniRAE 3000	RAE Systems MiniRAE Series
RAE Link III	RAE Systems RAE Link III
GammaRAE	No Loaner Available
SensorRAE	No Loaner Available
AutoRAE 2 Controllers, Cradles	RAE Systems AutoRAE 2 Controller/Cradle
Gold	Sensit Technologies Gold Series
RadSeeker	Smiths Detection RadSeeker
HazMatID Elite	Smiths Detection HazMatID Elite
RESQ	Rigaku RESQ
2241-3RK	Ludlum 2241-3RK or 14C-3RK
26-1	Ludlum 2241-3RK or 14C-3RK
ThreatID GLS	Redwave ThreatID GLS

(c) Farrwest will provide 24/7/365 phone support for equipment or technical problems with a 1-hour response and solution time.

(d) FarrWest will maintain that it is a factory authorized service facility and will maintain RAE Systems, Sensit Technologies, and Smiths Detection advanced certified technicians on staff at all times. Farrwest will also maintain a Pro-Board Certified Hazmat technician on staff for any technical questions.

Customer responsibilities:

(a) **Lost, stolen, or destroyed equipment – Williamson County** agrees to be responsible for the replacement costs of any Supplied equipment that is lost, stolen or destroyed while in its possession.

(b) **Return of Equipment** –

- **At Termination – Williamson County** agrees to promptly return ALL of the equipment supplied under the terms of this agreement following the termination of said agreement. This may occur at the conclusion of the contract or under written terms of cancellation agreed upon by both parties.
- **Loaner Equipment –** Williamson County agrees to return loaner equipment to Farrwest promptly upon receiving their repaired equipment. As loaner equipment is taken from Farrwest's rental fleet, **unnecessarily extended** loaner periods result in a loss of rental revenue, which may be recouped from the **Williamson County** in the form of a rental invoice.

(c) **Equipment Issues between service intervals -** Many equipment issues can be fixed over the phone or by email, eliminating the cost of shipping the instrument back and forth.

Williamson County agrees to contact Farrwest, either by phone or email, prior to sending equipment in for service. Unnecessary shipping costs may be recouped in a separate invoice.

(d) **Renewal** – At the end of this 12 -month agreement, Williamson County will be given the opportunity to renew the maintenance program for an additional **3**, 12-month periods. These renewals will be automatic, payment of delivered invoice will signal acceptance of renewal.

(e) **Purchasing Contracts** – For ease-of-purchasing, FarrWest Environmental Supply is a vendor on both the Houston-Galveston Area Council (**HGAC**) Cooperative Purchasing Program and BuyBoard Cooperative Purchasing Program. FarrWest's HGAC contract number is EP11-17. FarrWest's BuyBoard contract number is 524-17. The price below reflects the discount pricing from these programs.

(f) **Annual Fee for Equipment and Service –**

- An annual payment of **$40,483.91** will be made to FarrWest for the above program. This payment can be made quarterly or monthly.

Additional Considerations

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

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

(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 licensee 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 licensee 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 licensee'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) **Mediation**: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

(e) **Venue and Governing Law**: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

(f) **Compliance with All Laws**: Farrwest agrees, in connection with the services or any related items to the subject matter of this contract, to comply with any and all local, state or federal requirements, including but not limited to compliance with regulations of the Texas Commission on Environmental Quality and the Occupational Safety and Health Administration. Additionally, Farrwest shall obtain from the appropriate City, Williamson County, or State of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, for performance of the work.

(g) **No Agency Relationship & Indemnification**: It is understood and agreed that Farrwest shall not in any sense be considered a partner or joint venturer with Williamson County, nor

shall Farrwest in any manner hold itself out as an agent or official representative of Williamson County. Farrwest shall be considered an independent Farrwest for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of Williamson County other than what may be expressly allowed under this agreement. Williamson County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Farrwest or failure to act relating to the construction services being provided. Farrwest agrees to indemnify, hold harmless, and defend Williamson County against any claim, demand, loss, injury, damages, action, or liability of any kind against Williamson County resulting from any services Farrwest performs on behalf of Williamson County.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE FARRWEST AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNER, AND HOLD HARMLESS THE OWNER, REPRESENTATIVES OF THE OWNER AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO FARRWEST'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE FARRWEST, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH OWNER OR ANY OF THE INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

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

Commissioners Court - Regular Session **17.**

Meeting Date: 04/04/2023

Approval of Addendum #4 with Certified Payments Contract #1708-179 for Electronic Payment Processing System for Treasurer Office

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 a six (6) month contract extension with Accelerated Card Company, LLC dba/Certified Payments in order to allow additional time to complete the RFP process.

Background

Per County Treasurer's request, an additional six-month extension has been requested to allow additional time to complete the award on new solicitation #22RFP150 for these services. This extension will expire September 30, 2023. The first (1) extension term expired as of September 30, 2022, and the second (2) extension term will expire on December 31, 2022, and the third (3) expired March 30, 2023. There is no expenditure to the county. All merchant service fees are paid by the customers making the payments. Department point of contact is Scott Heselmeyer.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum #4

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/29/2023 05:33 PM
County Judge Exec Asst.	Becky Pruitt	03/30/2023 08:40 AM
Form Started By: Kim Chappius		Started On: 03/24/2023 01:34 PM
Final Approval Date: 03/30/2023		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

FOURTH ADDENDUM FOR SERVICES CONTRACT BETWEEN WILLIAMSON COUNTY, TEXAS AND ACCELERATED CARD COMPANY LLC, d/b/a CERTIFIED PAYMENTS

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

THIS FOURTH ADDENDUM TO SERVICE CONTRACT is made and entered into by and between Williamson County, Texas (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Accelerated Card Company, LLC, d/b/a Certified Payments** (hereinafter "Service Provider"), a corporation operating in the State of Texas with an address located at 100 Throckmorton St. Ste 200 Fort Worth, TX 76102. The County and Service Provider agree to the following additional terms to the Service Provider Agreement between the parties being dated November 6, 2017 (hereinafter "Agreement"):

I.

Term: The term of this Agreement shall be extended until **September 30, 2023**.

II.

In all other respects, the Agreement remains the same and is reaffirmed.

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

WILLIAMSON COUNTY:	ACCELERATED CARD COMPANY LLC, d/b/a CERTIFIED PAYMENTS:
By: _____	By: _____
Print Name: _____	Print Name: Mike LoMurro
Title: _____	Title: President
Date: _____ ___, 20___	Date: March 27, 2023

Commissioners Court - Regular Session **18.**

Meeting Date: 04/04/2023

Authorize Issuing RFP #23RFP63 Applicant Tracking System for Human Resources

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Applicant Tracking System under RFP #23RFP63.

Background

Williamson County is currently seeking a Software as a Service (SaaS) vendor to provide an Applicant Tracking System to improve efficiencies in the recruitment cycle. The identified system will be required to possess a highly configurable, scalable solution that can configure to our management processes and is capable of accommodate our evolving needs as our organization continues to grow and our processes change. If approved for FY 24 funding, any possible resulting contract shall commence on October 1, 2023. The funding source is to be determined pending FY24 budget approval and the point of contact is Laura Drewey.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/29/2023 04:13 PM
County Judge Exec Asst.	Becky Pruitt	03/30/2023 08:46 AM
Form Started By: Gretchen Glenn		Started On: 03/27/2023 03:12 PM
Final Approval Date: 03/30/2023		

Commissioners Court - Regular Session **19.**

Meeting Date: 04/04/2023

First United Methodist Church Vehicle Reimbursement Agreement for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with First United Methodist Church for off duty contracting of County Sheriff Deputies to be effective April 7, 2023. (Church located at 1004 N. Mays St. in Round Rock.)

Background

This agreement gives permission for First United Methodist Church to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will begin on April 7th, 2023 and will terminate on September 30, 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

First United Methodist Church

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/29/2023 08:54 AM
Form Started By: Starla Hall		Started On: 03/27/2023 04:23 PM
Final Approval Date: 03/29/2023		

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

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

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

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

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

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

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

4. The term of this AGREEMENT shall begin on the 7th day of April, 2023 and shall terminate on September 30, 2023. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.

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

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

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

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

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

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

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

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

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

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: First United Methodist Church

Signature: Patrick McCain

Printed Name: Steven Patrick McCain

Title: Executive Pastor

Date: 26 Mar 2023, 2023

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: March 27, 2023

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

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

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

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

Date: _____ _____, 20____

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

Commissioners Court - Regular Session **20.**

Meeting Date: 04/04/2023

Approval of Blanket PO for Cell Phone Air Cards from Verizon Wireless for Sheriff's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a blanket purchase order for air card service (internet access) with Verizon Wireless in the amount of $54,477.66 pursuant to DIR contract #DIR-TSO-4336.

Background

Approval of this blanket purchase order will provide internet access for cell phones at the Williamson County Sheriff's Office. The amount is for two hundred thirty-nine (239) existing cell phones at a rate of $37.99 per month for six (6) months, April through September 2023. IT and Budget have reviewed this purchase. This expenditure will be charged to 01.0100.0560.004210 as per FY23 budget. Department contact is Rebecca Rodriguez.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/29/2023 05:06 PM
County Judge Exec Asst.	Becky Pruitt	03/30/2023 08:29 AM
Form Started By: Mary Watson		Started On: 03/23/2023 09:15 AM
Final Approval Date: 03/30/2023		

Commissioners Court - Regular Session **21.**

Meeting Date: 04/04/2023

Approval of Addendum for Additional License with Indigent Healthcare Solutions for County Jail

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 an addendum to the agreement between Williamson County and Indigent Healthcare Solutions, LTD.

Background

Staff seeks to amend the current software license agreement originally approved in Commissioners Court under agenda item #19 on May 31, 2022, to add the Jail Indigent Claims to this software agreement. Cost will be $8,088.00 per year. This cost will be offset by the money saved from the accurate processing of jail medical bills at indigent rates. This will also save on accounts payable processing time both in the administration with in the Jail/Law Enforcement budgets and within the Auditor's Office as the process will be fully automated. Staff will be able to load a flat file into our AP system from this software versus hand keying bills and manually calculating rates. The payment file can also be loaded back into the Indigent Healthcare Solutions system which allows the providers to access the payment status on the portal. The original agreement was exempted as an item necessary to preserve the health and safety of the residents of Williamson County. The increase of $8,088.00 per year, however, does fall within the 25% change order guideline. Funding Source is 01.0100.0570.005741. Department Contact is Susan Carmack.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/29/2023 02:01 PM
County Judge Exec Asst.	Becky Pruitt	03/29/2023 03:26 PM
Form Started By: Kim Chappius		Started On: 03/28/2023 03:51 PM
Final Approval Date: 03/29/2023		

IHS

** Addendum to Nonexclusive License Agreement **

In accordance with the Terms and Conditions of the Nonexclusive License Agreement between Williamson County, Texas (Client) and Indigent Healthcare Solutions Ltd., (IHS), this Addendum shall document the addition and upgrade of the number of concurrent users licensed by the Client.

For the additional monthly consideration of $674.00[1], IHS shall license one (1) additional "concurrent" user and one (1) document scanning license for the Williamson County Jail. IHS shall install the additional concurrent user and imaging user in the Williamson County Jail effective September 2023.

Upon the execution of this Addendum, IHS will install the aforementioned software at no cost until September 01, 2023.

This Addendum shall become effective when executed and except as modified herein, all the Terms and Conditions of the aforementioned Nonexclusive License Agreement shall remain in full force and effect.

Williamson County, Texas	Indigent Healthcare Solutions
_____	_____
Hon. Bill Gravell Jr. County Judge	Robert Baird President
Date: _____, 2023	Date: 3/9, 2023

[1] Includes the $14.00 CPT Licensing Fee and the $217.00 for one Image Document Scanning license.

Commissioners Court - Regular Session **22.**

Meeting Date: 04/04/2023

Release and Waiver of Right of First Refusal on Cobb Cavern

Submitted By: Josh Renner, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on the execution of the Release and Waiver of Right of First Refusal on a portion of the Cobbs Cavern Karst Fauna Area.

Background

In 2011, Williamson County, as trustee for Williamson County Conservation Foundation ("WCCF"), entered into a Conservation Easement agreement on a 98.756 acre property ("Property") as portion of what is now known as the Cobbs Cavern Karst Fauna Area in support of the Williamson County Regional Habitat Conservation Plan. (Attachment 1) The easement contains a right of first refusal on the Property should it be sold by the grantor of the easement. On or about March 8, 2023, a notice was delivered to the WCCF that the grantor received an agreeable offer. (Attachment 2) The WCCF Board has opted not to act on the right of first refusal purchase of the Property and recommends the execution of the Release and Waiver of Right of First Refusal between Williamson County, the Williamson County Conservation Foundation, and the grantor of the easement. (Attachment 3)

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Attachment 1

Attachment 2

Attachment 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/29/2023 03:31 PM
Form Started By: Josh Renner		Started On: 03/29/2023 02:22 PM
Final Approval Date: 03/29/2023		

2012014593
Electronically Recorded
Official Public Records
Nancy E. Rister
Nancy E. Rister, County Clerk
2012 Mar 01 09:49 AM
Fee: $ 184.00 Pages: 43
Williamson County Texas

15/ITC/KN/110968 1-GTN

CONSERVATION EASEMENT

This CONSERVATION EASEMENT made by and between LYDA FAMILY TRUST ("Grantor") and WILLIAMSON COUNTY, as trustee for WILLIAMSON COUNTY CONSERVATION FOUNDATION ("Grantee") this 28 day of February, 2011.

RECITALS:

A. Grantor is the sole-owner in fee simple of certain real property, that has ecological, scientific, educational, and aesthetic value in its present state as a natural area that has not been subject to development or exploitation, is located in Williamson County, Texas, and is more particularly described in Exhibit "A", encompassing 83.856 acres, and Exhibit "B", encompassing 14.900 acres (the "Property"), totaling 98.756 acres.

B. The Property is a significant natural area that qualifies as a "...relatively natural habitat of fish, wildlife, or plants, or similar ecosystem," as that phrase is used in P.L. 96541, 26 USC 170(h)(4)(A)(ii), as amended, and in regulations promulgated thereunder. Specifically, the Property is habitat for native wildlife, including certain species of endangered karst or cave invertebrates (KI), is in the vicinity of habitat suitable for the endangered black-capped vireo (BCVI) and golden-cheeked warbler (GCWA), may constitute a portion of the watershed benefiting the Georgetown salamander (GTS) (KI, BCVI, GCWA, and GTS, defined below), and represents the topography and vegetation that is often found in this portion of western Williamson County.

C. Grantor intends that the Conservation Values (defined below) of the Property be preserved and maintained by permitting only those land uses on the Property that do not significantly impair or interfere with such Conservation Values.

D. Grantor further intends to convey to Grantee the right of ingress, egress, and access to the Property to allow Grantee to conduct the activities set forth in the Management Plan (defined below).

E. Grantor and Grantee acknowledge that the Property can only be accessed by ingress and egress over and across Grantor's Remaining Property, and Grantor further intends to convey to Grantee a non-exclusive access easement over and across Grantor's Remaining Property along the route established by Grantor pursuant to the Access Easement granted to Grantee in that certain Conservation Easement recorded as Document No. 2007032525, Williamson County, Texas.

F. The condition of the Property, at the time of the signing of this easement, is documented in an Easement Documentation Report (defined below).

G. The Grantor and Grantee have the common purpose of conserving the Conservation Values of the Property in perpetuity, and the State of Texas has authorized the creation of conservation easements pursuant to Chapter 183 of the Texas Natural Resource Code and Grantor and Grantee wish to avail themselves of the provisions of that law.

H. Grantee intends that the Property be considered a karst fauna area (KFA) and that such

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Williamson County
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KFA is a component part of Grantee's Habitat Conservation Plan on file with the Service.

DEFINITIONS

"BCVI" means the black-capped vireo (*Vireo atricapilla*) a listed endangered species (52 Fed. Reg. 37420).

"Conservation Easement" means this conservation easement granted Grantee to conserve biological resources and to impose certain restrictions with respect to the relevant Property (defined below).

"Conservation Values" means the presence on the Property of KIs, the benefit of preserving the Property to the GCWA, BCVI, and GTS, and the natural, scenic, and open space characteristics of the Property.

"Easement Documentation Report" means the condition of the Property as described in (a) the "Recovery Land Acquisition – Cobb Preserve, Williamson County, Texas, Project Statement" on file with the Service (the "Service," as defined below), and (b) the Executive Summary of the Biological, Hydrological, and Cultural Resources of the Proposed Cobb Ranch Conservation Bank, Williamson County, Texas, on file with the Service, which describes property, a portion of which includes and encompasses the Property .

"ESA" means the Federal Endangered Species Act (16 U.S.C. § 1531 et seq.) and all regulations promulgated pursuant to the ESA.

"GTS" means the Georgetown salamander, (*Eurycea naufragia*), a spring adapted salamander designated as a candidate as of October 30, 2001 (66 Fed. Reg. 54808)

"GCWA" means the golden-cheeked warbler (*Dendroica chrysoparia*), a listed endangered species (55 Fed. Reg. 53,153).

"Grantor's Remaining Property" means the tract of real property situated in Williamson County, Texas, as more particularly described in Exhibit "C", that is immediately adjacent to and surrounds the Property.

"KI" means the following karst or cave invertebrates:

(a) Bone Cave Harvestman (*Texella reyesi*), a troglobitic harvestman that was originally listed under *Texella reddelli*.

(b) Coffin Cave Mold Beetle (Batrisodes texanus), a troglobitic pselaphine beetle. It was originally listed under *Texamaurops redelli* (53 Fed. Reg. 36029), then taxonomically split into two species (*Texamaurops redelli* and *Batrisodes texanus*) (58 Fed. Reg. 43818).

"Management Plan" means the Operation, Management, and Monitoring Plan for karst features

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submitted by the Williamson County Conservation Foundation and on file with the Service.

"Property" means the tract of real property situated in Williamson County, Texas, containing 98.756 acres and described in Exhibits A and B.

"Service" means the United States Fish and Wildlife Service.

"Third Party Beneficiaries" means TXDOT (defined below) and the Service.

"TXDOT" means the Texas Department of Transportation.

NOW, THEREFORE, the Grantor, for and in consideration of the facts recited above and of the mutual covenants, terms, conditions, and restrictions contained herein and in return for Ten and no/100 Dollars ($10) and other good and valuable consideration paid by Grantee to Grantor, the Grantor hereby gives, grants, bargains, sells, and conveys unto the Grantee a Conservation Easement in perpetuity over the Property of the nature and character as follows:

1. Purposes. The purposes of this Conservation Easement include the following: to ensure that the Property will be managed for long-term conservation of and use by endangered KIs and to benefit GTSs, BCVIs, and GCWAs, including without limitation, management and related activities conducted on the Property by Grantee pursuant to the Management Plan; to ensure the Property will be retained forever predominantly in its natural, scenic, and open space condition; to protect native plants, animals, or plant communities on the Property; and to prevent any use of the Property that will impair or interfere with these Conservation Values or interests of the Property, while allowing for traditional uses on the Property that are compatible with and not destructive of the Conservation Values of the Property, such as limited recreational use.

   The Grantor intends that this Conservation Easement will restrict the use of the Property to only such activities as are consistent with the purposes of this Conservation Easement. Grantor will not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the purposes of this Conservation Easement. However, unless specified below, nothing in this Conservation Easement shall require Grantor to take any action to restore the condition of the Property after any act of God or other event over which Grantor had no control. Grantor understands that nothing in this Conservation Easement relieves Grantor of any obligation or restriction on the use of the Property imposed by law.

2. Grantor's Obligations.

   2.1 Grantor will comply with the terms of this Conservation Easement and cooperate with the Grantee and Third Party Beneficiaries in the protection of this Property.

   2.2 Grantor will repair and restore changes to the Property that degrade or harm the Conservation Values of the Property caused by the Grantor, Grantor's guests, tenants, lessees, representatives, or agents.

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NANCY E. RISTER, County Clerk
Williamson County
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2.3 Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Property.

2.4 Unless exempt from payment of taxes, Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority.

2.5 To the extent allowed by law, Grantor and successors in interest shall be allowed to apply for currently existing designations or exemptions with regard to taxation or assessment of the Property or which may be enacted in the future. This Conservation Easement shall be without prejudice to Grantors' and successors' in interest rights to receive such designations.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purposes of this Conservation Easement and associated Management Plan is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, except as provided in Section 4 below:

3.1 Construction. Except for temporary photography blinds/observation platforms, there shall be no placement or construction of structures or other improvements on or above the Property; including, without limitation, a tennis court or other recreational court or field, landing strip, building, mobile home, swimming pool, signs, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, golf course, tower, conduit line, or sodium vapor light. Notwithstanding the foregoing, Grantor may maintain and repair the existing home on the Property and its associated facilities, including but not limited to, a well, connecting lines, and waste water facilities (the "Improvements"), but may not expand such Improvements. All such maintenance and repair shall be conducted in manner that does not impact the Conservation Values. Any excavation or trenching necessary for such maintenance or repair is subject to Section 3.2, below. In the event the Improvements are partially or completely destroyed through no fault of the Grantor, Grantor may reconstruct the Improvements in a manner that does not increase the impact of the Improvements on the Conservation Values beyond the impact of the original Improvements. Provided, however, that reconstruction of the Improvements following partial or complete destruction may only be undertaken with the written approval of Grantee and the Third Party Beneficiaries, and such approval shall not be unreasonably withheld.

3.2 Surface or Subsurface Alteration. There shall be no ditching, draining, construction of dikes, filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, on or below the surface of the Property unless the Grantee and Third Party Beneficiaries give prior written consent.

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Williamson County
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3.3 Vegetation Alteration. There shall be no use of bulldozers, root plowing, and/or chaining unless the Grantee and Third Party Beneficiaries give prior written consent. All vegetation alteration will be in accordance with guidelines set forth in the Management Plan, if any. Grantor must not introduce or knowingly allow non-native vegetation onto the Property. Grantor shall have no affirmative obligation to detect non-native vegetation beyond that imposed upon Grantor in the Management Plan.

3.4 Chemicals. The use of pesticides or biocides, including, but not limited to, insecticides, fungicides, rodenticides, and herbicides is prohibited, except as expressly allowed in the Management Plan or approved by Grantee and Third Party beneficiaries in writing.

3.5 Dumping. There shall be no storage or dumping of ashes, trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, nor any placement of underground storage tanks in, on, or under the Property; there shall be no changing of the topography through the placing of soil or other substance or material such as landfill or dredging spoils.

3.6 Soil and Hydrology. There shall be no use on the Property or activity that causes or is likely to cause soil degradation, erosion, or siltation. Alteration, depletion, extraction or pollution of surface water, natural water courses, lakes, ponds, marshes, subsurface water, or any other water bodies on the Property is prohibited. Grantor shall not transfer, encumber, lease, sell or otherwise sever such rights from title to the Property itself without the written approval of the Grantee and Third Party Beneficiaries.

3.7 Vehicles. There shall be no operation of dune buggies, motorcycles, or all-terrain vehicles on the Property unless otherwise specified herein or in the Management Plan.

3.8 Subdivision. The Property may not be divided, partitioned, or subdivided except as a unit containing the entire Property in order to segregate it from the remainder of Grantor's property. The Property, for the benefits of this Conservation Easement, shall remain as an undivided approximately 98.756 acre tract in perpetuity.

3.9 Density. Neither the Property nor any portion of it shall be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations, or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferable development rights scheme, cluster development arrangement, or otherwise.

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Williamson County
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3.10 Commercial Activity. Except as provided for in Section 4.7, there shall be no commercial or industrial use of, or activity on, the Property unless written approval is obtained from both the Grantee and Third Party Beneficiaries.

3.11 Easement. Except as provided in this Conservation Easement, Grantor must not grant or convey any easements under or across the Property, including, but not limited to, access easements and utility easements, except such easements already in existence or pursuant to imminent exercise of or power of eminent domain by an entity holding such power. Existing easements and their respective purposes are identified on Title Commitment 1109681-GTN attached as Exhibit D hereto. Grantee will notify Grantor and Third Party Beneficiaries of any entity seeking to exercise the power of eminent domain regarding the Property.

4. Grantor's Reserved Rights. The Grantor hereby reserves the following rights:

4.1 Transfer. Subject to the right of first refusal in Section 5.1, the right to sell, give, mortgage, lease, or otherwise convey the Property, provided such conveyance is subject to the terms of this Conservation Easement.

4.2 Structures. The right to temporary photography blinds/observation decks on the Property.

4.3 Diseased Trees. The right to cut, trench, and remove diseased or dead trees, shrubs, or plants, subject to the prior written approval of the Grantee and Third Party Beneficiaries or in accordance with guidelines set forth in the Management Plan, if any.

4.4 Grazing. Grazing is prohibited.

4.5 Roads. The right to repair, replace, and improve existing roadways in accordance with guidelines set forth in the Management Plan, if any, and to maintain roads or trails necessary on the Property for the execution of the Management Plan. Any new roads or trails must be approved by the Grantee and Third Party Beneficiaries and shall not reduce the Conservation Values of the Property.

4.6 Hunting. No hunting shall be allowed on the Property at any time, except that Grantor shall have the right to remove nonnative animals in a manner that does not negatively impact the Conservation Values of the Property.

4.7 Recreational/Commercial Uses. The right to use the Property for recreational purposes including horseback riding, hiking, wildlife photography, bicycling, and bird watching, provided these activities follow limitations as described herein and/or in the Management Plan and are done in a manner to not impact endangered species, species habitat or the other Conservation Values of the Property and follow all applicable state and Federal laws. The level of recreational use of the Property shall be developed with the approval of the Service. Notwithstanding the foregoing, there shall be no recreational caving use on the Property

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Williamson County
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4.8 Fencing. The right to construct and maintain fencing in accordance with the Management Plan. The entire Conservation Easement shall be fenced off no later than 36 months following establishment of the karst fauna area for the KI.

4.9 Vehicles. The use of vehicles shall be limited to existing roads, fencelines, and trails accessing photo blinds or observation decks. All-terrain vehicles may be used off existing trails to access photography blinds/observation decks, inspect fence lines, and monitor species status and habitat condition. All vehicles will be used in a manner to avoid impact to the habitat and endangered species.

4.10 General. All rights, title, interest in, and use of the Property not specifically granted to Grantee and Third Party Beneficiaries in this Conservation Easement is retained by Grantor.

5. Grantee's Rights and Access Easement.

5.1 Right of First Refusal. Grantor hereby grants to Grantee, its successors, legal representatives and assigns a right of first refusal (the "Right") to acquire the fee simple interest in the Property at such time if ever Grantor (including Grantor's assigns, subsidiaries, parents, affiliates or successors in interest with respect to the Property) ever desire to sell such Property (or any portion thereof) to any other party. In the event Grantor receives from any other party a bona-fide offer to purchase the Property (or any portion thereof) on terms that are acceptable to Grantor (the "Offer"), Grantor shall, as a condition precedent to its right to consummate such sale or ground lease, deliver to Grantee a written notice (the "Offer Notice") which sets forth in reasonable detail the terms and provisions of such proposed sale or ground lease, including a copy of the Offer. The Offer Notice must be given not less than sixty (60) days prior to the anticipated closing date of such sale. Grantee shall have the option, for a period of thirty (30) days after receipt of the Offer Notice, to elect to accept such sale or ground lease on substantially the same terms and conditions as are set forth in the Offer Notice. Such election shall be by delivery of written notice to Grantor prior to the expiration of such 30-day period. If Grantee does not exercise such option prior to the expiration of such 30-day period, Grantee shall be deemed to have elected to decline the Offer, and Grantor shall, for a period of one hundred eighty (180) days following the expiration of such 30-day period (or such longer period as may be agreed upon by the parties), be free to consummate such sale referred to in the Offer Notice strictly in accordance with the terms of the Offer Notice. If such transaction is not completed within such 180-day period, Grantor must again comply with the provisions of this Section in connection with any proposed sale or ground lease of the Property (or portion thereof).

5.2 Right of Access to Property for Management Plan Activities and Enforcement. To accomplish the purpose of this Conservation Easement, Grantor hereby further conveys to Grantee the right of ingress, egress, access, and entry to the Property at all reasonable times for the purposes of (a) conducting any and all activities on the Property pursuant to the Management Plan, including without limitation,

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inspecting, managing, monitoring, and conducting fire ant treatments; (b) inspecting the Property to determine if the Grantor is complying with the covenants and purposes of this Conservation Easement; (c) conducting surveys and other scientific observations or studies, copies of which studies shall be provided to Grantor upon written request by Grantor; (d) enforcing the terms of this Conservation Easement; and (e) taking any and all actions with respect to the Property, as may be necessary or appropriate, with or without order of court, to remedy or abate violations hereof. For purposes of Section 5.2(a)-(c), at least seventy-two (72) hours prior written notice to Grantor shall be provided, and entry onto the Property shall occur during daylight hours and regular business days. Grantee agrees to use best efforts to coordinate any and all entry onto the Property so that the number of total entries onto the Property is minimized and shall not exceed twice per month, and to provide quarterly reports to Grantor of the name, date, and affiliation of all entries onto the Property of Grantee or Grantee's agents pursuant to the Management Plan. Notwithstanding the foregoing sentence, for purposes of Section 5.2 (d)-(e), notice shall be provided and entry onto the Property shall be conducted pursuant to Section 15.

5.3 Access Easement Across Grantor's Remaining Property. Grantor hereby further conveys to Grantee and Third Party Beneficiaries a non-exclusive access easement over and across Grantor's Remaining Property along the route established by Grantor pursuant to the Access Easement granted to Grantee in that certain Conservation Easement recorded as Document No. 2007032525, Williamson County, Texas. The easement set forth in this Section 5.3 shall bind Grantor's lessees, agents, personal representatives, successors and assigns, and all other successors to Grantor in interest of Grantor's Remaining Property, and shall continue as a servitude running in perpetuity with Grantor's Remaining Property.

6. Third Party Beneficiaries' Rights. This Conservation Easement creates rights of third party enforcement by TXDOT and the Service. TxDOT and the Williamson County Conservation Fund entered into a separate environmental mitigation agreement under which TxDOT agreed to reimburse the costs of purchasing this Conservation Easement. To accomplish the purpose of this Conservation Easement, the following rights are conveyed to the Third Party Beneficiaries by this Conservation Easement:

6.1 Right to Protect. The right to preserve and protect the Conservation Values of the Property in accordance with the terms of this Conservation Easement.

6.2 Right of Entry. The right to enter the Property at all reasonable times and with prior notice to Grantor for the purposes of: (a) inspecting the Property to determine if the Grantor is complying with the covenants and purposes of this Conservation Easement; (b) enforcing the terms of this Conservation Easement; (c) taking any and all actions with respect to the Property, as may be necessary or appropriate, with or without order of court, to remedy or abate violations hereof. For purposes of Section 6.2(a), at least seventy-two (72) hours prior written notice to Grantor shall be provided, and entry onto the Property shall occur during daylight hours and regular business days. Third Party Beneficiaries agree to use

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best efforts to coordinate any and all entry onto the Property so that the number of total entries onto the Property is minimized and to the maximum extent practicable shall not exceed twice per month, and to provide quarterly reports to Grantor of the name, date and affiliation of all entries onto the Property of Third Party Beneficiaries and Third Party Beneficiaries' agents. Notwithstanding the foregoing sentence, for purposes of Section 6.2(b)-(c), notice shall be provided and entry onto the Property shall be conducted pursuant to Section 15. Grantee and Third Party beneficiaries may notify Grantor of multiple visits with one notice.

6.3 Enforcement. The right to prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

7. Discretionary Consent. The Grantee's and Third Party Beneficiaries' consent for activities otherwise prohibited in this Conservation Easement, or for any activities requiring Grantee's and Third Party Beneficiaries' consent, may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the activities listed in this Conservation Easement are deemed desirable by the Grantor, the Grantee, and Third Party Beneficiaries, the Grantee and Third Party Beneficiaries may, in their sole discretion, give permission for such activities, subject to the limitations herein. Such requests for permission, and permission for activities requiring the Grantee's and Third Party Beneficiaries' consent, shall be in writing and shall describe the proposed activity in sufficient detail to allow the Grantee and Third Party Beneficiaries to judge the consistency of the proposed activity with the purposes of this Conservation Easement. The Grantee and Third Party Beneficiaries may give their permission only if they determine, in their sole discretion, that such activities (1) do not violate the purposes of this Conservation Easement and (2) either enhance or do not impair any conservation interests associated with the Property. Notwithstanding the foregoing, the Grantee and Third Party Beneficiaries and Grantor have no right or power to agree to any activities that would result in the termination of this Conservation Easement or to allow any residential, commercial or industrial structures or any commercial or industrial activities on the Property, except as outlined in this Conservation Easement.

8. Habitat Management. The habitat on the Property will be managed for the benefit of KIs, and other species in accordance with the Management Plan.

9. Public Access. Except as otherwise provided in this Conservation Easement, nothing contained in this Conservation Easement shall give or grant to the public or any party other than Grantor, Grantee and Third Party Beneficiaries a right to enter upon or to use the Property or any portion thereof.

10. Costs and Liabilities. Except as otherwise provided in this Conservation Easement or the Management Plan, including without limitation, the Grantee's obligation to conduct or pay for operation and maintenance of the Property as more particularly described in the

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Management Plan, the Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including the maintenance of comprehensive general liability insurance coverage. Grantee shall maintain its own general liability insurance coverage.

To the extent allowed by law, each party agrees to release, hold harmless, defend and indemnify the other from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the indemnified party may suffer or incur as a result of or arising out of the activities of the other party on the Property.

11. Taxes. The Grantor shall pay any real estate taxes or other assessments levied on Grantor's interest in the Property. If the Grantor becomes delinquent in payment of taxes or assessments, so that a lien is created against the Property and public notice of sale is posted and written notice thereof is given to Grantor, the Grantee, at its option, shall, after written notice to the Grantor, have the right to purchase and acquire the Grantor's interest in the Property by paying funds to discharge the lien or delinquent taxes or assessments, or to take such other actions as may be necessary to protect the Grantee's interest in the Property and to assure the continued enforceability of this Conservation Easement.

12. Title. The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey this Conservation Easement, and that the Grantee shall have the use of and enjoy all of the benefits derived from and arising out of this Conservation Easement. This conveyance is subject to all easements, rights of way, reservations, covenants, conditions, restrictions, and other title exceptions specifically identified on Title Commitment 1109681-GTN attached as Exhibit D hereto. The Grantor shall provide notice to Grantee and to Third Party Beneficiaries in the event that title to the Property is transferred.

13. Hazardous Waste. To the best of Grantor's knowledge without diligent inquiry, Grantor covenants, represents and warrants to the Grantee that, other than substances associated with the transformer located near the cave entrance no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are no underground storage tanks located on the Property. Within sixty (60) days of the effective date of this Conservation Easement, Grantee shall submit a prevention or containment plan to the Third Party Beneficiaries to address an existing transformer on the Property. The Third Party Beneficiaries shall have the right to approve, disapprove or modify such prevention or containment plan.

14. Grantee's and Third Party Beneficiaries' Remedies. If the Grantee or Third Party Beneficiaries become aware of a violation of the terms of this Conservation Easement, the Grantee or Third Party Beneficiaries shall give notice to the Grantor, at the Grantor's last known address, of such violation via certified mail, return receipt requested, and request corrective action sufficient to abate such violation and to restore the Property to its previous condition. Grantor agrees that the Easement Documentation Report shall be deemed to provide objective information concerning the Property's condition at the time

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of this grant. Failure by the Grantor to abate the violation and take such other corrective action as may be requested by the Grantee and Third Party Beneficiaries within thirty (30) days after receipt of such notice shall entitle the Grantee or Third Party Beneficiaries to bring an action at law or equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement; to require the restoration of the Property to its previous condition; to enjoin the non-compliance by ex parte, temporary or permanent injunction in a court of competent jurisdiction; and/or to recover any actual damages arising from the noncompliance. Such damages, when recovered, must be applied by the Grantee to corrective action on the Property. If the court or arbitration process determines that the Grantor has failed to comply with this Conservation Easement, the Grantor shall reimburse the Grantee for any reasonable costs of enforcement, including costs of restoration, mediation, arbitration, court costs and reasonable attorney's fees.

14.1 Emergency Enforcement. If the Grantee or Third Party Beneficiaries, in their reasonable discretion, determine that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, the Grantee or Third Party Beneficiaries may pursue remedies under this paragraph with prior notice to the Grantor by personal communication, telephone, or otherwise described herein, but without waiting for the period for cure to expire.

14.2 Failure to Act or Delay. The Grantee and Third Party Beneficiaries do not waive or forfeit the right to take action as may be necessary to ensure compliance with this Conservation Easement and associated Management Plan by any prior failure to act and the Grantor hereby waives any defenses of waiver, estoppel or laches with respect to any failure to act or delay by the Grantee and Third Party Beneficiaries, their successors or assigns, in acting to enforce any restriction or exercise any rights under this Conservation Easement.

14.3 Violations Due to Causes Beyond Grantor's Control. Nothing herein shall be construed to entitle the Grantee or Third Party Beneficiaries to institute any enforcement proceedings against the Grantor for any changes to the Property due to causes beyond the Grantor's control, such as changes caused by fire, flood, storm, earthquake or the unauthorized wrongful acts of third persons. In the event of violations of this Conservation Easement caused by the unauthorized wrongful acts of third persons, Grantor agrees to give Grantee and Third Party Beneficiaries timely notice of such acts as soon as Grantor becomes aware of such, and, upon request by the Grantee, to join in any suit or, at the election of the Grantor, to appoint the Grantee as its attorney-in-fact for the purposes of pursuing enforcement action.

15. Dispute Resolution. If a dispute arises between Grantor, Grantee and/or Third Party Beneficiaries, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resorting to arbitration. Thereafter, any unresolved controversy shall be settled by arbitration in accordance with Commercial Arbitration Rules of the American Arbitration Association,

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and judgment upon the decision tendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the mediation and arbitration requirements of this Section 15, for any violation of the terms of this Conservation Easement that might cause temporary or permanent damage to the Conservation Values of the Property, the provisions of Section 14 regarding injunctive relief for Grantee and Third Party Beneficiaries shall control over this Section 15. The parties acknowledge that TXDOT, as a Texas state agency, has no authority to enter into an agreement for binding arbitration, or to waive its sovereign immunity.

16. Parties Subject to Easement. The covenants agreed to and the terms, conditions, and restrictions imposed by this grant shall not only be binding upon the Grantor but also its lessees, agents, personal representatives, successors and assigns, and all other successors to Grantor in interest and shall continue as a servitude running in perpetuity with the Property.

17. Subsequent Transfers. The Grantor agrees that the terms, conditions, restrictions and purposes of this grant or reference thereto will be inserted by the Grantor in any subsequent deed or other legal instrument by which the Grantor divests either the fee simple title or possessory interest in the Property.

18. Merger. The Grantor and the Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Property.

19. Assignment. The parties hereto recognize that the benefits of this easement are in gross and assignable. Any assignment shall be to a qualified organization, as that term is defined in Section 170(h)(3) of the IRC of 1986, that is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(3) of the IRC and committed to hold the easement solely for the conservation purposes that the contribution was originally intended to advance. Grantor and Third Party Beneficiaries must give written approval of the organization prior to assignment.

If Grantee ever ceases to exist or no longer qualifies under Section 170(h) of the Code, or applicable state law, upon motion of Grantor, Grantee, Third Party Beneficiaries or an interested third party, a court of competent jurisdiction shall transfer this Conservation Easement and associated Management Plan to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Conservation Easement and associated Management Plan. In the event that Grantee is unable to fulfill its responsibilities as the holder of this Conservation Easement and associated Management Plan, Grantee will attempt to cooperate with Grantor and Third Party Beneficiaries to identify and select a substitute organization that is acceptable to Grantor and Third Party Beneficiaries. Provided, however, the parties agree and acknowledge that Federal funds have been used by Grantee to purchase the Conservation Easement herein conveyed. If the Grantee ceases to exist or no longer qualifies to hold the conservation easement, the Grantee shall notify the Third Party Beneficiaries. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that Grantee shall be required to comply with instructions from the Third Party Beneficiaries. Furthermore, the parties acknowledge and agree that nothing contained herein shall bind the Third

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Party Beneficiaries regarding the nature of such instructions.

20. Extinguishment. The Grantor agrees that, at the time of the conveyance of this Conservation Easement to the Grantee, this Conservation Easement gives rise to a real property right, immediately vested in the Grantee.

When a change in conditions takes place that makes impossible or impractical any continued protection of the Property for conservation purposes, and the restrictions contained herein are extinguished by judicial proceeding, the Grantee, or subsequent subgrantees, shall request disposition of the Property in accordance with 43 C.F.R. §12.71.

Notwithstanding anything herein to the contrary, the parties acknowledge and agree that Grantee shall be required to comply with the disposition instructions from the Third Party Beneficiaries. Furthermore, the parties acknowledge and agree that nothing contained herein shall bind the Third Party Beneficiaries regarding the nature of such disposition instructions.

21. Eminent Domain. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor and the Grantee shall join in appropriate actions at the time of the taking to recover the full value of the taking and all incidental or direct damages resulting from it to the extent allowed by law, and the proceeds shall be divided in accordance with the proportionate value of the Grantee's and Grantor's interests, as provided in Treasury Regulation Section 1.170A-14(g)(6), and Grantee's proceeds shall be used as specified above. All expenses incurred by the Grantor and the Grantee in such action shall be paid out of the recovered proceeds. Any federal grant funds that must be repaid shall be repaid at current market value based on the cost share for any interest in the Property.

22. Miscellaneous Provisions.

22.1 Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

22.2 Successors and Assigns. The term "Grantor" shall include the Grantor and the Grantor's heirs, executors, administrators, successors and assigns and shall also mean the masculine, feminine, corporate, singular or plural form of the word as needed in the context of its use. The term "Grantee" shall include Williamson County, Texas, and its successors and assigns.

22.3 Rerecording. The Grantee is authorized to record or file any notices or instruments appropriate to assure the perpetual enforceability of this Conservation Easement; and Grantor appoints the Grantee its attorney-in-fact for the purpose of

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filing, recording and rerecording, if necessary, any instrument pursuant to this Conservation Easement. Without limiting the foregoing, the Grantor agrees to execute any such instruments upon request.

22.4 Captions. The captions herein have been inserted solely for convenience of reference and are not a part or this Conservation Easement and shall have no effect upon construction or interpretation.

22.5 Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

22.6 Legislative Changes. All references to state and Federal laws shall be applicable to similar successor provisions as may be hereinafter enacted from time to time.

22.7 Notices. The following notices required in this Conservation Easement shall be sent by registered or certified mail to the addresses below or to such address as may be hereafter specified by notice in writing.

a. Notice of Change of Address of Parties
b. Notice of Change of Ownership of Property
c. Notice to Review or Request to Amend Management Plan
d. Notice of Violation
e. Notice of Tax Delinquency
f. Notification of Cessation of Grantee
g. Extinguishment of Easement
h. Amendment of Easement

Grantor, Grantee, and Third Party Beneficiaries agree to send updated contact information for notice to the other parties within thirty (30) days of change of such information, or change of ownership of the Property. If a response to a notice provided under this Section 22.7 is required, the Grantor, Grantee, and Third Party Beneficiaries agree to respond within thirty (30) days of receipt of the notice. All other notices and communication between Grantor, Grantee and Third Party Beneficiaries may be conducted in writing or via telephone, and all parties agree to respond within a reasonable amount of time.

If to Grantor: LYDA FAMILY TRUST
P.O. Box 1757
Georgetown, Texas 78627
Attn: Clark Lyda
Phone: (512) 635-0002
Fax: _____

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with a copy to:_____

_____

_____

_____

Attn: _____
Phone: _____
Fax: _____

If to Grantee: WILLLIAMSON COUNTY
Attn: Gary Boyd
350 Discovery Blvd. Suite 207
Cedar Park, Texas 78613
Phone: (512) 260-4226

with a copy to:

Charlie Crossfield
309 E. Main Street
Round Rock, Texas 78664
Phone: (512) 255-8877
Fax: (512) 255-8986

If to Third Party Beneficiary: U.S. Fish and Wildlife Service
Austin Ecological Services Field Office
10711 Burnett Road, Suite 200
Austin, Texas 78758
Attn: Field Supervisor
Phone: (512) 490-0057
Fax: (512) 490-0974

Texas Department of Transportation
Carlos A. Lopez
District Engineer, Austin District
7901 North IH 35
Austin, Texas 78753
Phone: (512) 832-7022

22.8 Appropriations. The duties of the Third Party Beneficiaries to carry out its obligations pursuant to this Conservation Easement and associated Management Plan shall be subject to the availability of appropriated funds.

22.9 Amendment. This Conservation Easement may not be amended, modified, or rescinded except upon written consent by the Grantor, Grantee, and Third Party Beneficiaries.

22.10 Costs of Enforcement. If Grantee and/or the Third Party Beneficiaries prevails in any action to enforce this Conservation Easement, any costs incurred in enforcing

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the terms of this Conservation Easement against Grantor, including, but not limited to, costs of suit and attorney's fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Conservation Easement shall be borne by Grantor. Grantor shall be entitled to the costs of enforcement if it prevails in any action it brings or is brought by Grantee and/or the Third Party Beneficiaries, to the extent otherwise allowed by law.

22.11 Endangered Species Act. Grantor and Grantee each acknowledge that all activities accomplished or permitted under this Conservation Easement and associated Management Plan (or in general) must comply with all appropriate local, state, and Federal statutes including, but not limited to, the ESA.

22.12 Federal Interest, Non-discrimination. So long as the Property is managed by Williamson County for the purpose for which it was acquired Williamson County is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Title IX of the Education Amendments of 1972. Further, Williamson County agrees, to the extent required by law, that no individual will be turned away or otherwise denied access to or benefit from any program on the Property or activity that is directly associated with a program on the Property on the basis of race, color, national origin, age and sex (in educational activities) or disability.

22.13 Effective Date. This Conservation Easement shall not become effective and binding until (i) the Service executes and/or approves the initial Management Plan, and (ii) this Conservation Easement is fully executed by Grantor and Grantee.

22.14 Conservation Easement Governing Document. In the event of any conflict between any term or provision of this Conservation Easement and the Management Plan, the Conservation Easement controls.

List of Exhibits:
Exhibit A – 83.856 Property – Metes and Bounds Description & Survey
Exhibit B – 14.90 acre Property – Metes and Bounds Description & Survey
Exhibit C – Grantor's Remaining Property
Exhibit D – Title Commitment
Exhibit E – Easement/Cave Footprint Overlay Map

Executed on this 28 day of February, 2012

(Signatures on the following page.)

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GRANTOR:
LYDA FAMILY TRUST

By: _____
Name: Clark E. Lyda
Title: Trustee

GRANTEE:
WILLIAMSON COUNTY

By: _____
Dan A. Gattis, County Judge

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 29th day of February, 2012, by Clark E. Lyda, Trustee, on behalf of the LYDA FAMILY TRUST.

KANDY NICHOLS
Notary Public, State of Texas
My Commission Expires
APRIL 21, 2013

_____
Notary Public
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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This instrument was acknowledged before me on this 28th day of February, ~~2011~~ 2012 by DAN A. GATTIS, on behalf of Williamson County.

Wendy E. Coco
Notary Public
My Commission Expires: 8/1/12

WENDY E. COCO
Notary Public, State of Texas
My Commission Expires
AUGUST 01, 2012

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.C.
309 E. Main Street
Round Rock, TX 78664

AFTER RECORDING RETURN TO:
Sheets & Crossfield, P.C.
309 E. Main Street
Round Rock, TX 78664

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Exhibit "A"

METES AND BOUNDS DESCRIPTION

FOR AN 83.856 ACRE TRACT OF LAND BEING SITUATED IN THE PLEASANT BULL SURVEY, ABSTRACT NO. 70, WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF THE CALLED 1,640.26 ACRE TRACT OF LAND CONVEYED TO CLARK E. LYDA, TRUSTEE OF THE LYDA FAMILY TRUST, CALLED "TRACT I" AS RECORDED IN GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 9605280 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 83.856 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at 1/2" iron rod found with capped stamped "Forest 1847", monumenting the most westerly corner of said Lyda Family Trust tract, same being on the southwest corner of the called 38.03 acre tract of land conveyed to Mary Jane Boatright as recorded in Document No. 2003031849 of the Official Public Records of Williamson County, Texas, same being on a point in the easterly boundary line of the called 17.97 acre tract conveyed to Donald G. Williams and wife, Janet M. Williams, called "Tract 1" as described in Warranty Deed With Vendor's Lien recorded in Document No. 2008089754 of the Official Public Records of Williamson County, Texas;

THENCE with the said westerly boundary line of the Lyda Family Trust tract and easterly boundary line of said Williams tract, S20°01'06"E for a distance of 707.88 feet to a 1/2" iron rod found monumenting the southeast corner of said Williams tract and the northeast corner of the called 13.567 acre tract of land conveyed to Jon Andes and wife Amanda Andes by Warranty Deed with Vendor's Lien as recorded in Document No. 2006061096 of the Official Public Records of Williamson County, Texas;

THENCE departing the said westerly boundary line of the Lyda Family Trust tract, through the interior of said Lyda Family Trust tract, N54°22'59"E for a distance of 264.68 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" monumenting the northwest corner and **POINT OF BEGINNING** hereof;

THENCE continuing through the interior of said Lyda Family Trust tract, the following five (5) courses and distances:

1. **N76°46'20"E** for a distance of **3,223.02 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" monumenting the northeast corner hereof;

2. **S13°13'40"E**, for a distance of **1,134.00 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" monumenting the southeast corner hereof;

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3. **S76°46'20"W** for a distance of **3,196.76 feet** to a 1/2" Iron rod set with cap marked "Diamond Surveying" monumenting the southwest corner hereof;

4. **N22°20'42"W** for a distance of **165.74 feet** to a 1/2" Iron rod set with cap marked "Diamond Surveying" monumenting an angle point hereof;

5. **N13°13'40"W** for a distance of **970.35 feet** to the **POINT OF BEGINNING** hereof, and containing 83.856 acres of land more or less.

BEARING BASIS: NAD-83(1993), TEXAS CENTRAL (4203), STATE PLANE SYSTEM. All distances are surface distances. Combined Surface Adjustment Factor used for this survey is 1.00015.

A sketch of survey has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

August 11, 2011

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

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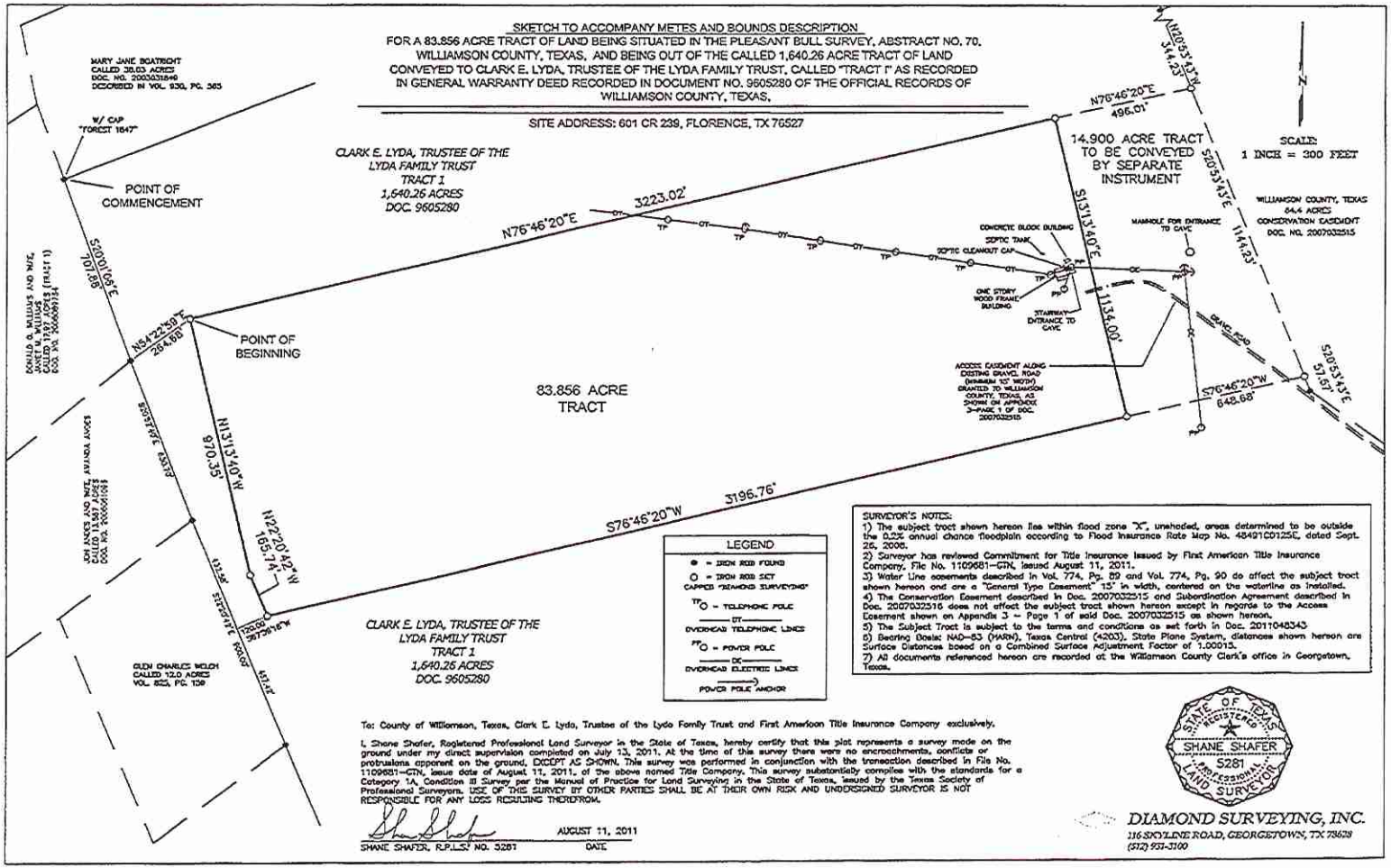
SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 83.856 ACRE TRACT OF LAND BEING SITUATED IN THE PLEASANT BULL SURVEY, ABSTRACT NO. 70, WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF THE CALLED 1,640.26 ACRE TRACT OF LAND CONVEYED TO CLARK E. LYDA, TRUSTEE OF THE LYDA FAMILY TRUST, CALLED "TRACT I" AS RECORDED IN GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 9605280 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

SITE ADDRESS: 601 CR 239, FLORENCE, TX 76527



LEGEND

- ● = IRON ROD FOUND
- ○ = IRON ROD SET CAPPED "DIAMOND SURVEYING"
- TP O = TELEPHONE POLE
- OT = OVERHEAD TELEPHONE LINES
- PP O = POWER POLE
- OE = OVERHEAD ELECTRIC LINES
- POWER POLE ANCHOR

SURVEYOR'S NOTES:

1) The subject tract shown hereon lies within flood zone "X", unshaded, areas determined to be outside the 0.2% annual chance floodplain according to Flood Insurance Rate Map No. 48491C0125E, dated Sept. 26, 2008.
2) Surveyor has reviewed Commitment for Title Insurance issued by First American Title Insurance Company, File No. 1109681—GTN, issued August 11, 2011.
3) Water Line easements described in Vol. 774, Pg. 89 and Vol. 774, Pg. 90 do affect the subject tract shown hereon and are a "General Type Easement" 15' in width, centered on the waterline as installed.
4) The Conservation Easement described in Doc. 2007032515 and Subordination Agreement described in Doc. 2007032516 does not affect the subject tract shown hereon except in regards to the Access Easement shown on Appendix 3 — Page 1 of said Doc. 2007032515 as shown hereon.
5) The Subject Tract is subject to the terms and conditions as set forth in Doc. 2011048343
6) Bearing Basis: NAD-83 (HARN), Texas Central (4203), State Plane System, distances shown hereon are Surface Distances based on a Combined Surface Adjustment Factor of 1.00015.
7) All documents referenced hereon are recorded at the Williamson County Clerk's office in Georgetown, Texas.

To: County of Williamson, Texas, Clark E. Lyda, Trustee of the Lyda Family Trust and First American Title Insurance Company exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision completed on July 13, 2011. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey was performed in conjunction with the transaction described in File No. 1109681—GTN, issue date of August 11, 2011, of the above named Title Company. This survey substantially complies with the standards for a Category 1A, Condition III Survey per the Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

AUGUST 11, 2011
SHANE SHAFER, R.P.L.S. NO. 5281 — DATE

STATE OF TEXAS — REGISTERED — SHANE SHAFER — 5281 — PROFESSIONAL LAND SURVEYOR

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

Exhibit "B"

METES AND BOUNDS DESCRIPTION

FOR A 14.900 ACRE TRACT OF LAND BEING SITUATED IN THE PLEASANT BULL SURVEY, ABSTRACT NO. 70, WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF THE CALLED 1,640.26 ACRE TRACT OF LAND CONVEYED TO CLARK E. LYDA, TRUSTEE OF THE LYDA FAMILY TRUST, CALLED "TRACT I" AS RECORDED IN GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 9605280 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 14.900 ACRE TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at 1/2" iron rod found with capped stamped "Forest 1847", monumenting the most westerly corner of said Lyda Family Trust tract, same being on the southwest corner of the called 38.03 acre tract of land conveyed to Mary Jane Boatright as recorded in Document No. 2003031849 of the Official Public Records of Williamson County, Texas, same being on a point in the easterly boundary line of the called 17.97 acre tract conveyed to Donald G. Williams and wife, Janet M. Williams, called "Tract 1" as described in Warranty Deed With Vendor's Lien recorded in Document No. 2008089754 of the Official Public Records of Williamson County, Texas;

THENCE with the said westerly boundary line of the Lyda Family Trust tract and easterly boundary line of said Williams tract, S20°01'06"E for a distance of 707.88 feet to a 1/2" iron rod found monumenting the southeast corner of said Williams tract and the northeast corner of the called 13.567 acre tract of land conveyed to Jon Andes and wife Amanda Andes by Warranty Deed with Vendor's Lien as recorded in Document No. 2006061096 of the Official Public Records of Williamson County, Texas;

THENCE departing the said westerly boundary line of the Lyda Family Trust tract, through the interior of said Lyda Family Trust tract, N54°22'59"E for a distance of 264.68 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" monumenting the northwest corner of an 83.856-acre tract of land to be conveyed by separate instrument;

THENCE continuing through the interior of said Lyda Family Trust tract, with the northerly boundary line of said 83.856-acre tract, N76°46'20"E for a distance of 3,223.02 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" monumenting the northeast corner of said 83.856-acre tract, same being the northwest corner and **POINT OF BEGINNING** hereof;

THENCE continuing through the interior of said Lyda Family Trust tract, the following four (4) courses and distances:

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NANCY E. RISTER, County Clerk
Williamson County
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1. **N76°46'20"E** for a distance of **496.01 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" monumenting the northeast corner hereof, same being on a point in the westerly boundary line of the called 64.4-acre tract of land conveyed to Williamson County, Texas, by instrument titled "Conservation Easement" as recorded in Document No. 2007032515 of the Official Public Records of Williamson County, Texas, and from which a 1/2" iron rod found monumenting the northwest corner of said 64.4 acre Conservation Easement tract bears N20°53'43"W, for a distance of 344.23 feet;

2. With the said westerly boundary line of the 64.4-acre Conservation Easement, **S20°53'43"E**, for a distance of **1,144.23 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the southeast corner hereof, and from which a 1/2" iron rod found with cap marked "Hayne Consulting" monumenting the upper southwest corner of said 64.4 acre Conservation Easement tract bears S20°53'43"E, for a distance of 57.57 feet;

3. **S76°46'20"W** for a distance of **648.68 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" monumenting the southwest corner hereof, same being on the southeast corner of aforementioned 83.856 acre tract;

4. **N13°13'40"W**, for a distance of **1,134.00 feet** to the **POINT OF BEGINNING** hereof, and containing 14.900 acres of land more or less.

BEARING BASIS: NAD-83(1993), TEXAS CENTRAL (4203), STATE PLANE SYSTEM. All distances are surface distances. Combined Surface Adjustment Factor used for this survey is 1.00015.

A sketch of survey has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

July 14, 2011

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

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Williamson County
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Williamson County
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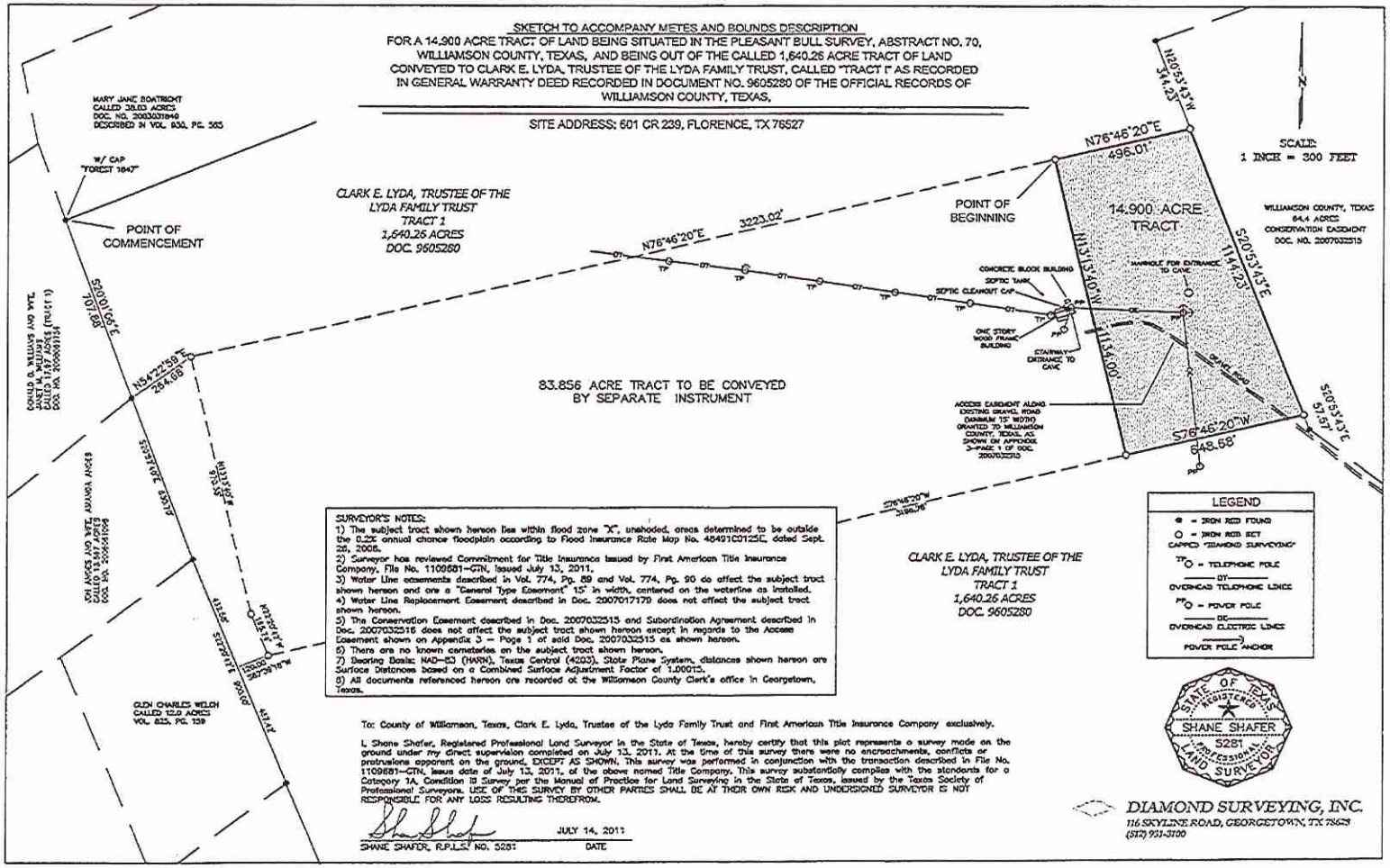
SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 14.900 ACRE TRACT OF LAND BEING SITUATED IN THE PLEASANT BULL SURVEY, ABSTRACT NO. 70, WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF THE CALLED 1,640.26 ACRE TRACT OF LAND CONVEYED TO CLARK E. LYDA, TRUSTEE OF THE LYDA FAMILY TRUST, CALLED "TRACT I" AS RECORDED IN GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 9605280 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

SITE ADDRESS: 601 CR 239, FLORENCE, TX 76527



SURVEYOR'S NOTES:

1) The subject tract shown hereon lies within flood zone "X", unshaded, areas determined to be outside the 0.2% annual chance floodplain according to Flood Insurance Rate Map No. 48491C0125C, dated Sept. 26, 2008.
2) Surveyor has reviewed Commitment for Title Insurance issued by First American Title Insurance Company, File No. 1109681-GTN, issued July 13, 2011.
3) Water Line easements described in Vol. 774, Pg. 89 and Vol. 774, Pg. 90 do affect the subject tract shown hereon and are a "General Type Easement" 15' in width, centered on the waterline as installed.
4) Water Line Replacement Easement described in Doc. 2007017179 does not affect the subject tract shown hereon.
5) The Conservation Easement described in Doc. 2007032515 and Subordination Agreement described in Doc. 2007032516 does not affect the subject tract shown hereon except in regards to the Access Easement shown on Appendix 3 – Page 1 of said Doc. 2007032515 as shown hereon.
6) There are no known cemeteries on the subject tract shown hereon.
7) Bearing Basis: NAD-83 (HARN), Texas Central (4203), State Plane System, distances shown hereon are Surface Distances based on a Combined Surface Adjustment Factor of 1.00013.
8) All documents referenced hereon are recorded at the Williamson County Clerk's office in Georgetown, Texas.

LEGEND

- ⊕ = IRON ROD FOUND
- ○ = IRON ROD SET CAPPED "DIAMOND SURVEYING"
- TP○ = TELEPHONE POLE
- —OT— OVERHEAD TELEPHONE LINES
- PP○ = POWER POLE
- —OE— OVERHEAD ELECTRIC LINES
- POWER POLE ANCHOR

To: County of Williamson, Texas, Clark E. Lyda, Trustee of the Lyda Family Trust and First American Title Insurance Company exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision completed on July 13, 2011. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey was performed in conjunction with the transaction described in File No. 1109681-GTN, issue date of July 13, 2011, of the above named Title Company. This survey substantially complies with the standards for a Category 1A, Condition II Survey per the Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

SHANE SHAFER, R.P.L.S. NO. 5281 — JULY 14, 2011 DATE

STATE OF TEXAS — REGISTERED — SHANE SHAFER — 5281 — PROFESSIONAL LAND SURVEYOR

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

Exhibit "C"

Grantor's Remaining Property

That certain 1,640.26 acre tract described as Tract 1 in the General Warranty Deed filed in Document No. 9536891, re-recorded in 9605280, Official Records of Williamson County, Texas.

SAVE AND EXCEPT that 30.0 acre tract and 17.27 acre tract conveyed to Chalk Ridge Holdings, L.P. in Document No. 2005099258, Official Public Records of Williamson County, Texas, and

SAVE AND EXCEPT that 4.7006 acre tract conveyed to Williamson County in Document No. 2006033370, Official Public Records of Williamson County, Texas.

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NANCY E. RISTER, County Clerk
Williamson County

Exhibit "D"

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Effective Date: February 23, 2012, 8:00 am G.F. No. or File No. 1109681-GTN

Commitment No. _____ issued: February 29, 2012, 8:00 am
(if applicable)

1. The policy or policies to be issued are:

(a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount: $1,481,340.00
PROPOSED INSURED: Williamson County Conservation Foundation

(b) TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE - ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:

(c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

(d) TEXAS SHORT FORM RESIDENTIAL MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

(e) MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:

(f) OTHER
Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: Easement Estate

3. Record title to the land on the Effective Date appears to be vested in:

Clark E. Lyda, Trustee of the Lyda Family Trust

4. Legal description of the land:

Tract 1: EASEMENT ESTATE created in that certain _____, dated_____, recorded in Document No. _____, Official Public Records, Williamson County, Texas, over and across that certain 14.900 acres of land, more or less, situated in the PLEASANT BULL SURVEY, No. 70, in Williamson County, Texas, being out of and a part of that certain 1,640.26 acre tract of land described in the General Warranty Deed filed in Document No. 9605280, Official Records, Williamson County, Texas. Said tract of 14.900 acres being more particularly described by metes and bounds description shown in EXHIBIT "A" attached hereto and made a part hereof.

Tract 2: EASEMENT ESTATE created in that certain _____, dated_____, recorded in Document No. _____, Official Public Records, Williamson County, Texas, over and across that certain 83.856 acres of land, more or less, situated in the PLEASANT BULL SURVEY, No. 70, in Williamson County, Texas, being out of and a part of that certain 1,640.26 acre tract of land described in the General Warranty Deed filed in Document No. 9605280, Official Records, Williamson County, Texas. Said tract of 83.856 acres being more particularly described by metes and bounds description shown in EXHIBIT "B" attached hereto and made a part hereof.

The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct and references to the quantity are for informational purposes only.

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Williamson County
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NANCY E. RISTER, County Clerk
Williamson County

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COMMITMENT FOR TITLE INSURANCE

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

   - **Item No. 1, Schedule B, is hereby deleted.**

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. **Company has approved the current land title survey and upon request, and payment of any promulgated premium, this item will be amended in the policy(ies) to be issued to read: 'shortages in area'.**

3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner Policy only).

4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,

   a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or

   b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or

   c. to filled-in lands, or artificial islands, or

   d. to statutory water rights, including riparian rights, or

   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

   (Applies to the Owner Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year **2012**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Mortgagee Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year _____ and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

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Williamson County
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9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee Policy (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

a. Any and all portion of the subject property lying within the boundaries of a public or private roadway.

b. Easement:
Recorded: Volume 774, Page 89, Deed Records, Williamson County, Texas.
Purpose: Water Line(s)

c. Easement:
Recorded: Volume 774, Page 90, Deed Records, Williamson County, Texas.
Purpose: Water Line(s)

d. This item has been intentionally deleted.

e. Terms, Conditions, and Stipulations in the Agreement:
Recorded: Document No. 2007032515, as further affected by Subordination Agreement recorded in Document No. 2007032516, Official Public Records, Williamson County, Texas.
Type: Conservation Easement

f. This item has been intentionally deleted.

g. This item has been intentionally deleted.

h. Lack of a right of access to and from the land. Insuring provision number 4 is hereby deleted. (Owner Title Policy)

i. Terms, Conditions, and Stipulations in the Agreement: (TO BE RECORDED)
Recorded: Document No. _____, Official Public Records, Williamson County, Texas.
Type: Easement

j. All leases, grants, exceptions or reservation of coal, lignite, oil, gas and other mineral, together with all rights, privileges, and immunities relating thereto appearing in the public records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

k. Rights of Parties in Possession. (Owner Policy)

l. This item has been intentionally deleted.

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Williamson County
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m. This item has been intentionally deleted.

n. Rights of tenants, as tenants only, under any and all unrecorded leases or rental agreements. *(NOTE: This item can be deleted upon receipt of an Affidavit executed by the seller evidencing there are not any outstanding leases or rental agreements. If the Affidavit reveals unrecorded outstanding leases or rental agreements the exception may be modified to make specific exception to those matters.)*

o. Matters reflected on survey prepared by Shane Shafer RPLS No. 5281:

1. Rights of other parties in and to the use of the gravel road traversing subject property.
2. Easement rights related to the Overhead Telephone Line traversing the subject property.

p. Terms, Conditions, and Stipulations in the Memorandum:
Recorded: Document No. 2011048343, Official Public Records, Williamson County, Texas.
Type: Option Contract

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NANCY E. RISTER, County Clerk
Williamson County
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COMMITMENT FOR TITLE INSURANCE

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:

   a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,

   b. all standby fees, taxes, assessments and charges against the property have been paid,

   c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,

   d. there is legal right of access to and from the land,

   e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

5. This item has been intentionally deleted.

6. This item has been intentionally deleted.

7. Company must be furnished with a copy of the Trust Agreement or Indenture of Lyda Family Trust, together with copies of any amendments, modifications, or revocations to determine the authority of the Trustee(s). Upon review, Company may make additional requirements or exceptions.

8. Company requires documentation to determine the legal entity of County of Williamson, Texas. Upon receipt of information, additional requirements will be made.

9. NOTICE: Title Company is unwilling to issue the Title Policy without the general mineral exception(s) set out in Schedule B hereof pursuant to Procedural Rule P-5.1. Optional endorsements (T19.2 and T19.3) insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase upon request of the Proposed Insured. Neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate. The promulgated cost for each endorsement is $50. *Note to closer: Owner's policy premium must be calculated per Rate Rule R-36 when Schedule B includes this general mineral exception and the exception is not limited to Loan Policy only.*

10. Payment of any and all ad valorem taxes which may be due and payable on the subject property.

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NANCY E. RISTER, County Clerk
Williamson County
Page 21 of 43

11. Company requires Owner, Seller and/or Borrower to complete an Affidavit of Debts and Liens prior to the issuance of the Title Insurance Policy.

12. Company must be furnished with a properly executed Waiver of Inspection signed by the Purchaser.

13. Good Funds in an amount equal to all disbursements must be received and deposited before any funds may be disbursed. Partial disbursements prior to the receipt and deposit of good funds are not permitted. Good Funds means cash, wire transfer, certified checks, cashier's checks and teller checks. Company reserves the right to require wired transfer of funds in accordance with Procedural Rule P-27 where immediate disbursement is requested.

14. ARBITRATION: The Owner Policy of Title Insurance (Form T-1) and the Loan Policy of Title Insurance (Form T-2) contain an arbitration provision. It allows the Insured or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If the insured wants to retain the right to sue the Company in case of a dispute over a claim, the Insured must request deletion of the arbitration provision before the Policy is issued. The Insured may do this by signing the Deletion of Arbitration Provision form and returning it to the Company at or before the closing of the real estate transaction or by writing to the Company. {The Arbitration Provision may not be deleted on the Texas Residential Owner Policy of Title Insurance (Form T-1R).}

15. NOTE TO CLOSER: Company has approved the land title survey dated 7/14/2011 (Tract 1) and 8/11/2011 (Tract 2), prepared by Shane Shafer RPLS No. 5281. Upon request, and payment of any promulgated premium, Item No. 2 of Schedule "B" may be amended on the Title Policy to read: "shortages in area".

16. Release and/or Termination of that Memorandum of Option Contract:
Recorded: Document No. 2011048343, Official Public Records, Williamson County, Texas.

NOTICE: The title insurance policy being issued to you contains an arbitration provision. It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the Arbitration provision, please inform us through your Loan Closing Instructions. APPLIES TO LOAN POLICY ONLY.

Countersigned
Independence Title Company

By _____
Authorized Signatory

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NANCY E. RISTER, County Clerk
Williamson County
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COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

G.F. No. or File No. 1109681-GTN Effective Date: February 23, 2012, 8:00 am

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

Underwriter: First American Title Insurance Company, a California Corporation

Shareholder owning or controlling, directly or indirectly, ten percent or more of the share of the Underwriter: First American Title Insurance Company is a wholly owned subsidiary of First American Corporation, a public company formed in Delaware.

Directors: Dennis J. Gilmore, Mark J. Harmsworth, Parker S. Kennedy, Jeffrey S. Robinson and Timothy V. Kemp

Officers: President, Dennis J. Gilmore; Executive Vice President, Chief Financial Officer: Mark J. Harmsworth; Vice President, Secretary: Timothy V. Kemp; and Executive Vice President, Business Director: John M. Hollenbeck.

2. (a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium:

ITCOT, LLC

(b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium:

Jay Southworth
Brian Pitman
FSBT Holdings, Inc.

(c) The following is a list of it's officers and directors:

Brian Pitman, President/COO
Jay Southworth, Chairman/CEO

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owners Policy	$7,762.00
Loan Policy	$0.00
Endorsement Charges	$1,164.30
Other	$0.00
Total	$8,926.30

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company: 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Services

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.

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NANCY E. RISTER, County Clerk
Williamson County
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TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.	El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.
The Commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The Commitment is a legal document. You should review it carefully to completely understand it before your closing date.	El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entendarlo completamente antes de la fecha para finalizar su transaccion.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown on Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the State Board of Insurance by calling the Title Insurance Company at or by calling the title insurance agent that issued the Commitment. The State Board of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the Policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey or comply with other requirements of the Company. On the Owner Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company or if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

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NANCY E. RISTER, County Clerk
Williamson County
Page 34 of 43

First American Title Insurance Company

Premium Amount 1 $8,926.30	Rate Rules 2 1000 0500	Property Type 3 3	County Code 4 491	Liability at Reissue Rate 5	6	7	8

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NANCY E. RISTER, County Clerk
Williamson County

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.	El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.
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The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

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NANCY E. RISTER, County Clerk
Williamson County
Page 36 of 43

DELETION OF ARBITRATION PROVISION
(Not Applicable to the Texas Residential Owner Policy)

Arbitration is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the Closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

I request deletion of the Arbitration provision.

_____ _____

SIGNATURE DATE

First American Title Insurance Company

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NANCY E. RISTER, County Clerk
Williamson County
Page 37 of 43

First American Title Insurance Company

Premium Amount 1 $10,670.85	Rate Rules 2 1000 0500	Property Type 3 3	County Code 4 491	Liability at Reissue Rate 5	6	7	8

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NANCY E. RISTER, County Clerk
Williamson County

The First American Corporation

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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NANCY E. RISTER, County Clerk
Williamson County

INDEPENDENCE TITLE COMPANY

PRIVACY NOTICE

You have chosen to do business with Independence Title Company and we are obligated to honor the relationship with great care, beginning with the confidential information that may come into our possession during the course of your transaction with us. We believe that your privacy should not be compromised and are committed to maintaining the confidentiality of that information.

You can be assured that we are respecting your privacy and safeguarding your "*nonpublic personal information*". Nonpublic personal information is information about you that we collect in connection with providing a financial product or service to you. Nonpublic personal information does not include information that is available from Public sources, such as telephone directories or government records.

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms
- Information about your transaction with us
- Information about your transactions with nonaffiliated third parties
- Information we receive from a consumer-reporting agency

We respect the privacy of our customers, and we will not disclose nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need that information to provide products or services to you.

We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

We will not disclose nonpublic personal information about our customers or former customers to nonaffiliated third parties, except as permitted by law.

Independence Title Company recognizes and respects the privacy expectations of our customers. We want our customers to understand our commitment to privacy in our use of customer information. Customers who have any questions about this Privacy Policy or have any questions about the privacy of their customer information should call Independence Title Company at (512) 454-4500.

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NANCY E. RISTER, County Clerk
Williamson County
Page 40 of 43

First American Title

Important Notice

ISSUED BY

First American Title Insurance Company

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call First American Title Insurance Company's toll-free telephone number for information or to make a complaint at:
1-888-632-1642

You may also write to First American Title Insurance Company at:

1 First American Way
Santa Ana, California 92707

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact First American Title Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de First American Title Insurance Company's para informacion o para someter una queja al:
1-888-632-1642

Usted tambien puede escribir a First American Title Insurance Company:

1 First American Way
Santa Ana, California 92707

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el First American Title Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:
Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

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NANCY E. RISTER, County Clerk
Williamson County
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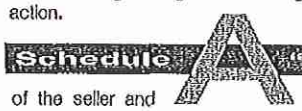
Introducing...Your Title Commitment

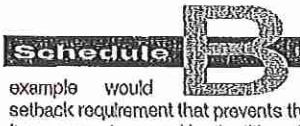
The ABC's of a Title Commitment

Thank you again for working with Independence Title Company on your transaction. Enclosed is your Commitment for Title Insurance. This document is our commitment to insure your transaction and issue a title policy if conditions described in schedule C are met.

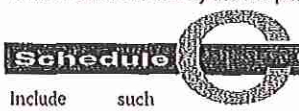
Below is a general guide to reading the title commitment. Please contact your escrow officer with any questions about your specific transaction.



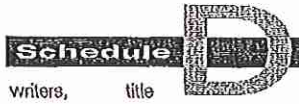
"A" is for "Actual Facts." In other words, this is the "Who, What, Where and How Much" of the transaction. You'll see the names of the seller and buyer, a description of the property, the sales price, and the name of the lender, if any.



"B" is for "Buyer Notification" of items in which other parties have some interest or control of the use of property. An example would be a utility easement, where the city would have a part of the land reserved for their use, or a building setback requirement that prevents the homeowner from building within a certain distance from the front, side or back of the property. These items are not covered by the title policy.



"C" is for "Clear in order to Close." These items must be resolved in order to transfer title to the new owner. This might include such things as a mortgage to be paid off, home improvement liens, unpaid taxes, or a requirement that another person - such as an heir or a former spouse - participate in the sale of the property. All items shown on Schedule C must be resolved before or at the closing.



"D" is for "Disclosure." This last section outlines all parties who will share any part of the insurance premium, including underwriters, title agents and attorneys.

Administration Office
9442 Capital of TX Hwy., Bldg. II, #200 • Austin, TX 78759 • Office: 512/454-4500 • Fax: 512/454-4559

www.IndependenceTitle.com

INDEPENDENCE TITLE COMPANY

www.IndependenceTitle.com

Arboretum Office
9442 Capital of TX Hwy., Bldg. I, #100 • Austin, TX 78759
Office: 512/372-8455 • Fax: 512/372-8577

Balcones Office
5503 Balcones Drive • Austin Texas 78731
Phone: 512/814-2038 • Fax: 512/814-2041

Barton Oaks Office
901 S. Mopac, Plaza II, Suite 150 • Austin, TX 78746
Office: 512/329-5299 • Fax: 512/329-0379

Boatner-Hamad Law & Title
26605 Bulverde Rd. I San Antonio, TX 78260
Office: 830/980-5576 • Fax: 830/980-5574

Buda Fee Office
317 North Railroad Street • Buda, TX 78610
Office: 512/312-2999 • Fax: 512/295-4773

Commercial Services Office
9442 Capital of TX Hwy., Bldg. II, #200 • Austin, TX 78759
Office: 512/454-4500 • Fax: 512/454-4559

Dripping Springs Office
310 W. US-290, Suite A • Dripping Springs, TX 78620
Office: 512/894-3860 • Fax: 512/894-3861

Dripping Springs Fee Office
1220 US Hwy. 290 West • Dripping Springs, TX 78620
Office: 512/894-0775 • Fax: 512/894-3838

Georgetown Office
1103 Rivery Blvd., Bldg. I, #110 • Georgetown, TX 78628
Office: 512/931-2128 • Fax: 512/931-2361

Hancock & McGill Office Fee Office
6010 Balcones Dr., Suite 100 • Austin, TX 78747
Phone: 512/459-6010 • Fax: 512/459-9175

La Cantera Office
7575 North Loop 1604 W, #105 • San Antonio, TX 78249
Office: 210/237-4620 • Fax: 210/237-4520

Lago Vista Office
6300 Lohman Ford Road, Suite A • Lago Vista, TX 78645
Office: 512/267-9797 • Fax: 512/267-7979

Lakeway Office
1213 RR 620 S., Suite 101 • Austin, TX 78734
Office: 512/263-1703 • Fax: 512/263-1706

Liberty Hill Office
101 Jonathan Drive, Suite 2 • Liberty Hill, TX 78642
Office: 512/515-0110 • Fax: 512/515-0115

Lincoln Center Office
7800 IH 10 West, Suite 100 • San Antonio, TX 78230
Office: 210/237-4600 • Fax 210/237-4500

McMahan Group Fee Office
1515 Capital of Texas Hwy. S., Suite 415 • Austin, TX 78746
Office: 512/306-8521 • Fax: 512/306-8531

New Braunfels Office
1000 North Walnut, Suite 200 • New Braunfels, TX 78130
Office: 830/629-8100 • Fax: 830/629-8111

Onion Creek Office
11215 S. IH-35, Suite 114 • Austin, TX 78747
Office: 512/279-1988 • Fax: 512/279-1888

Pflugerville Office Fee Office
203 West Main Street, Suite A • Pflugerville, TX 78660
Phone: 512/990-6050 • Fax: 512/990-9217

Research Fee Office
12710 Research Blvd., Suite 130 • Austin, TX 78759
Office: 512/249-1112 • Fax: 512/249-1051

Round Rock Office
101 E. Old Settlers Blvd., #110 • Round Rock, TX 78664
Office: 512/255-9593 • Fax: 512/255-9853

San Marcos Office
113 North Guadalupe Street • San Marcos, TX 78666
Office: 512/392-1271 • Fax: 512/392-1071

Schertz Office
4917 FM 3009, Suite 100 • Schertz, TX 78154
Office: 210/651-4171 • Fax: 210/651-4249

Seguin Office
109 South River Street • Seguin, TX 78155
Office: 830/433-4824 • Fax: 830/433-4868

Stone Oak Office
18615 Tuscany Stone, #150 • San Antonio, TX 78258
Office: 210/237-4640 • Fax: 210/237-4540

Tower of the Hills Office
13809 N. Hwy 183, Suite 125 • Austin, TX 78750
Office: 512/249-9320 • Fax: 512/249-8470

Wilson, Sterling & Russell Fee Office
9951 Anderson Mill Road, Suite 200 • Austin, Texas 78750
Office: 512/338-1100 • Fax: 512/335-4400

Wimberley Office
150 RR 3237, P.O. Box 727 • Wimberley, TX 78676
Office: 512/847-2278 • Fax: 512/847-5131

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NANCY E. RISTER, County Clerk
Williamson County

EXHIBIT "E"

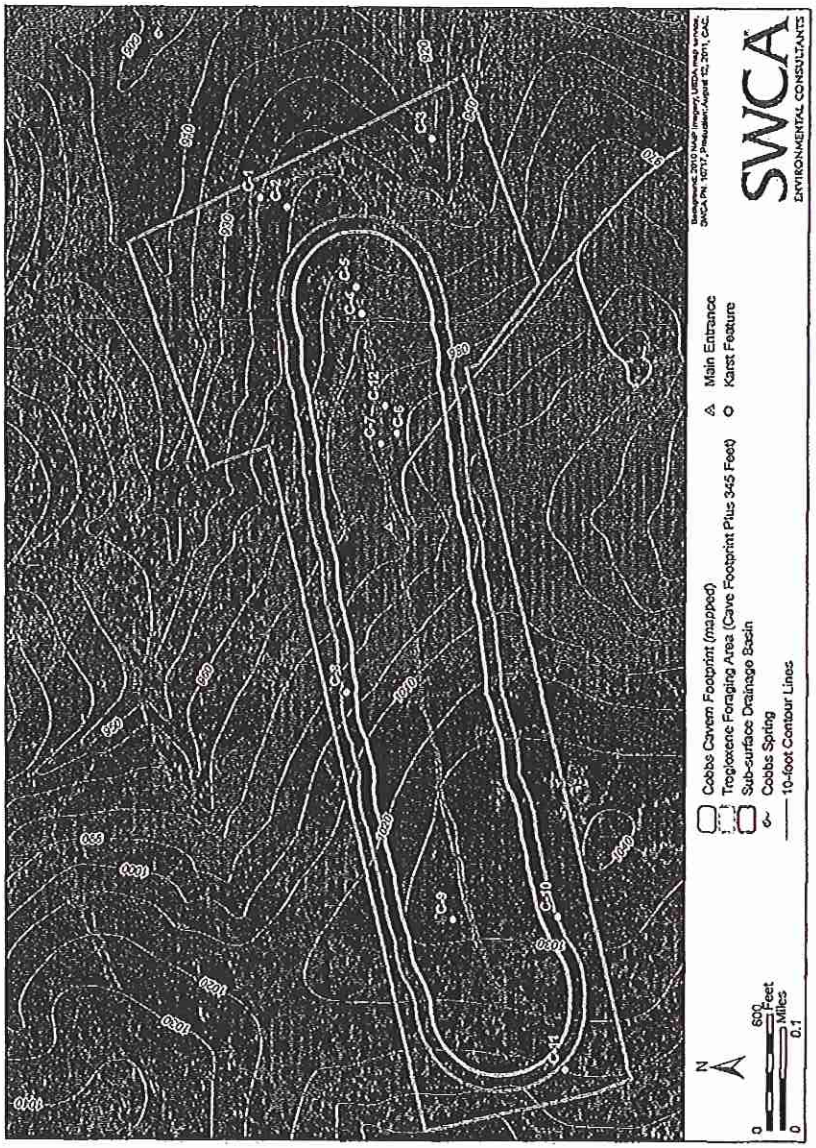

Figure 3. Cobbs Cavern Karst Fauna Area.

STATE OF TEXAS
COUNTY OF WILLIAMSON
I, NANCY E. RISTER, COUNTY CLERK, DO HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY AS SAME APPEARS OF RECORD IN MY CUSTODY.
Witness my hand and seal of office on 3-8-2012
NANCY E RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS
By Dorothy McCord Deputy

CERTIFIED TO BE A TRUE AND CORRECT COPY
NANCY E. RISTER, County Clerk
Williamson County
Page 43 of 43

Hand Delivered March 6, 2023
to Josh Renner at the Williamson
County Conservation Foundation
Acknowledged and Received by Josh Renner

Environmental Program
Manager, Williamson County
Conservation Foundation

March 2, 2023

Williamson County Conservation Foundation, Inc.
219 Perry Mayfield
Leander, Texas 78641

Re: Conservation Easement on 98.756 Acres – Right of First Refusal

To whom it may concern:

Lyda Holdings, LLC, a Delaware limited liability company, successor in interest to the Lyda Family Trust ("**Lyda**") was the owner of approximately 98.756 acres of land in Williamson County, Texas, more particularly described as Tracts 1 and 2 on Exhibit "A" attached hereto (the "**Property**"). The Property is subject to a Conservation Easement in favor of Williamson County Conservation Foundation, Inc. (the "**Foundation**") recorded in Document No. 2012014593 of the Official Public Records of Williamson County, Texas, and amended by document recorded in Document No. 2021074852 of the Official Public Records of Williamson County, Texas ("**Conservation Easement**").

The Conservation Easement contains a right of first refusal ("**ROFR**") in favor of the Foundation in Section 5.1 of the Conservation Easement.

On or about February 27, 2023, Lyda sold 320 acres of land in Williamson County, Texas ("**320 Acres**") to Hwy 195 Cobb Springs Ranch, Ltd., a Texas limited partnership ("**New Owner**"). The 320 Acres included the Property and the total purchase price for the 320 Acres was $2,500,000 ($7,812.50 per acre). Lyda conveyed, and New Owner accepted, the Property subject to the ROFR. Although the sale to New Owner has been completed, New Owner is honoring the ROFR and is offering to sell the Property to the Foundation for $7,812.50 per acre (the "**Offer**"), being the same price New Owner paid for the purchase of the Property from Lyda. This letter serves as the Offer Notice described in Section 5.1 of the Conservation Easement. A copy of the Settlement Statement and the Warranty Deed from the recent sale are attached hereto.

In accordance with the terms of the ROFR, we request the Foundation respond to this offer within 30 days from the date of this letter and notify Lyda and New Owner of the Foundation's election to either accept or reject the Offer. If the Foundation fails to accept the Offer in writing within such 30 day period, then the Foundation shall be deemed to have rejected the Offer. New Owner's address is: 2912 Gabriel View, Georgetown, Texas 78682, Attn: David Hays, Email: dhays@firstam.com. Lyda's address is: 1103 Williams Drive, Bldg. 4, Suite 400, Georgetown, Texas 78626, Attn: Clark Lyda, Email: clarklyda@gmail.com.

We look forward to hearing from you.

Lyda:

LYDA HOLDINGS, LLC, a Delaware limited liability company

By: _____
Clark E. Lyda, Manager

New Owner:

Hwy 195 Cobb Springs Ranch, Ltd.,
a Texas limited partnership

By: PRR Williams I, L.L.C.,
a Texas limited liability company,
General Partner

By: _____
David Hays, Manager

EXHIBIT "A"

Tract 1: Approximately 83.856 acres of land in Williamson County, Texas, being out of the Pleasant Bull Survey, Abstract No. 70, and being a portion of the 1,640.26 acre tract conveyed to Lyda Holdings, LLC, a Texas limited liability company, by Contribution Deed recorded in Document No. 2016058616 of the Official Public Records of Williamson County, Texas, and more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof for all purposes.

Tract 2: Approximately 14.900 acres of land in Williamson County, Texas, being out of the Pleasant Bull Survey, Abstract No. 70, and being a portion of the 1,640.26 acre tract conveyed to Lyda Holdings, LLC, a Texas limited liability company, by Contribution Deed recorded in Document No. 2016058616 of the Official Public Records of Williamson County, Texas, and more particularly described by metes and bounds in Exhibit "C" attached hereto and made a part hereof for all purposes.

EXHIBIT "B"

METES AND BOUNDS DESCRIPTION

FOR AN 83.856 ACRE TRACT OF LAND BEING SITUATED IN THE PLEASANT BULL SURVEY, ABSTRACT NO. 70, WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF THE CALLED 1,640.26 ACRE TRACT OF LAND CONVEYED TO CLARK E. LYDA, TRUSTEE OF THE LYDA FAMILY TRUST, CALLED "TRACT I" AS RECORDED IN GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 9605280 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 83.856 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at 1/2" iron rod found with capped stamped "Forest 1847", monumenting the most westerly corner of said Lyda Family Trust tract, same being on the southwest corner of the called 38.03 acre tract of land conveyed to Mary Jane Boatright as recorded in Document No. 2003031849 of the Official Public Records of Williamson County, Texas, same being on a point in the easterly boundary line of the called 17.97 acre tract conveyed to Donald G. Williams and wife, Janet M. Williams, called "Tract 1" as described in Warranty Deed With Vendor's Lien recorded in Document No. 2008089754 of the Official Public Records of Williamson County, Texas;

THENCE with the said westerly boundary line of the Lyda Family Trust tract and easterly boundary line of said Williams tract, S20°01'06"E for a distance of 707.88 feet to a 1/2" Iron rod found monumenting the southeast corner of said Williams tract and the northeast corner of the called 13.567 acre tract of land conveyed to Jon Andes and wife Amanda Andes by Warranty Deed with Vendor's Lien as recorded in Document No. 2006061096 of the Official Public Records of Williamson County, Texas;

THENCE departing the said westerly boundary line of the Lyda Family Trust tract, through the interior of said Lyda Family Trust tract, N54°22'59"E for a distance of 264.68 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" monumenting the northwest corner and **POINT OF BEGINNING** hereof;

THENCE continuing through the interior of said Lyda Family Trust tract, the following five (5) courses and distances:

1. **N76°46'20"E** for a distance of **3,223.02 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" monumenting the northeast corner hereof;

2. **S13°13'40"E**, for a distance of **1,134.00 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" monumenting the southeast corner hereof;

3. **S76°46'20"W** for a distance of **3,196.76 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" monumenting the southwest corner hereof;

4. **N22°20'42"W** for a distance of **165.74 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" monumenting an angle point hereof;

5. **N13°13'40"W** for a distance of **970.35 feet** to the **POINT OF BEGINNING** hereof, and containing 83.856 acres of land more or less.

BEARING BASIS: NAD-83(1993), TEXAS CENTRAL (4203), STATE PLANE SYSTEM. All distances are surface distances. Combined Surface Adjustment Factor used for this survey is 1.00015.

A sketch of survey has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

August 11, 2011

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

EXHIBIT "C"

METES AND BOUNDS DESCRIPTION

FOR A 14.900 ACRE TRACT OF LAND BEING SITUATED IN THE PLEASANT BULL SURVEY, ABSTRACT NO. 70, WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF THE CALLED 1,640.26 ACRE TRACT OF LAND CONVEYED TO CLARK E. LYDA, TRUSTEE OF THE LYDA FAMILY TRUST, CALLED "TRACT I" AS RECORDED IN GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 9605280 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 14.900 ACRE TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at 1/2" iron rod found with capped stamped "Forest 1847", monumenting the most westerly corner of said Lyda Family Trust tract, same being on the southwest corner of the called 38.03 acre tract of land conveyed to Mary Jane Boatright as recorded in Document No. 2003031849 of the Official Public Records of Williamson County, Texas, same being on a point in the easterly boundary line of the called 17.97 acre tract conveyed to Donald G. Williams and wife, Janet M. Williams, called "Tract 1" as described in Warranty Deed With Vendor's Lien recorded in Document No. 2008089754 of the Official Public Records of Williamson County, Texas;

THENCE with the said westerly boundary line of the Lyda Family Trust tract and easterly boundary line of said Williams tract, S20°01'06"E for a distance of 707.88 feet to a 1/2" iron rod found monumenting the southeast corner of said Williams tract and the northeast corner of the called 13.567 acre tract of land conveyed to Jon Andes and wife Amanda Andes by Warranty Deed with Vendor's Lien as recorded in Document No. 2006061096 of the Official Public Records of Williamson County, Texas;

THENCE departing the said westerly boundary line of the Lyda Family Trust tract, through the interior of said Lyda Family Trust tract, N54°22'59"E for a distance of 264.68 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" monumenting the northwest corner of an 83.856-acre tract of land to be conveyed by separate instrument;

THENCE continuing through the interior of said Lyda Family Trust tract, with the northerly boundary line of said 83.856-acre tract, N76°46'20"E for a distance of 3,223.02 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" monumenting the northeast corner of said 83.856-acre tract, same being the northwest corner and **POINT OF BEGINNING** hereof;

THENCE continuing through the interior of said Lyda Family Trust tract, the following four (4) courses and distances:

1. **N76°46'20"E** for a distance of **496.01 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" monumenting the northeast corner hereof, same being on a point in the westerly boundary line of the called 64.4-acre tract of land conveyed to Williamson County, Texas, by instrument titled "Conservation Easement" as recorded in Document No. 2007032515 of the Official Public Records of Williamson County, Texas, and from which a 1/2" iron rod found monumenting the northwest corner of said 64.4 acre Conservation Easement tract bears N20°53'43"W, for a distance of 344.23 feet;

2. With the said westerly boundary line of the 64.4-acre Conservation Easement, **S20°53'43"E**, for a distance of **1,144.23 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the southeast corner hereof, and from which a 1/2" iron rod found with cap marked "Hayne Consulting" monumenting the upper southwest corner of said 64.4 acre Conservation Easement tract bears S20°53'43"E, for a distance of 57.57 feet;

3. **S76°46'20"W** for a distance of **648.68 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" monumenting the southwest corner hereof, same being on the southeast corner of aforementioned 83.856 acre tract;

4. **N13°13'40"W**, for a distance of **1,134.00 feet** to the **POINT OF BEGINNING** hereof, and containing 14.900 acres of land more or less.

BEARING BASIS: NAD-83(1993), TEXAS CENTRAL (4203), STATE PLANE SYSTEM. All distances are surface distances. Combined Surface Adjustment Factor used for this survey is 1.00015.

A sketch of survey has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

July 14, 2011

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RELEASE AND WAIVER OF RIGHT OF FIRST REFUSAL

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS RELEASE AND WAIVER OF RIGHT OF FIRST REFUSAL (this "Release") is made to be effective as of _____, 2023 ("Effective Date"), by Williamson County, as trustee for Williamson County Conservation Foundation, Inc. ("Williamson County") and is as follows:

A. WILLIAMSON COUNTY is the owner and holder of a right of first refusal ("ROFR") to purchase that certain tract of land in Williamson County, Texas more particularly described on **Exhibit "A"** attached hereto and incorporated herein for all purposes (the "Property") pursuant to a Conservation Easement dated February 28, 2011, recorded in Document No. 2012014593 of the Official Public Records of Williamson County, Texas, and amended by document recorded in Document No. 2021074852 of the Official Public Records of Williamson County, Texas ("Conservation Easement") between WILLIAMSON COUNTY, as Grantee, and Lyda Family Trust, as Grantor.

B. Lyda Holdings, LLC, a Delaware limited liability company, as successor in interest to Lyda Family Trust ("Lyda") has received an offer to purchase the Property that Lyda is willing to accept. In accordance with the Conservation Easement, Lyda delivered an offer notice to WILLIAMSON COUNTY, and WILLIAMSON COUNTY has elected not to exercise the ROFR. Therefore, pursuant to the Conservation Easement, the ROFR has terminated and WILLIAMSON COUNTY acknowledges that all of its rights to purchase the Property contained in the Conservation Easement have terminated and are released.

C. WILLIAMSON COUNTY executes this Release with the intent it be filed in the Official Public Records of Williamson County, Texas to memorialize the termination and release of the ROFR and WILLIAMSON COUNTY's release and waiver of all of its rights to purchase the Property pursuant to the Conservation Easement.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WILLIAMSON COUNTY hereby acknowledges that the ROFR set forth in the Conservation Easement has terminated and WILLIAMSON COUNTY hereby RELEASES and DISCHARGES the Property from the ROFR and any and all rights WILLIAMSON COUNTY has to purchase the Property under the Conservation Easement.

The undersigned representative of WILLIAMSON COUNTY represents he is duly authorized to sign this instrument in the capacity evidenced by his signature below.

WILLIAMSON COUNTY, TEXAS

By:_____
Name:_____
Title:_____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 2023, by _____, _____ of Williamson County, Texas, on behalf of said Williamson County, Texas.

_____
NOTARY PUBLIC, State of Texas

ACKNOWLEDGED AND AGREED:

Williamson County Conservation Foundation, Inc.

By:_____
Name:_____
Title:_____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 2023, by _____, _____ of Williamson County Conservation Foundation, Inc., on behalf of said non-profit corporation.

_____
NOTARY PUBLIC, State of Texas

EXHIBIT "A"

Tract 1: Approximately 83.856 acres of land in Williamson County, Texas, being out of the Pleasant Bull Survey, Abstract No. 70, and being a portion of the 1,640.26 acre tract conveyed to Lyda Holdings, LLC, a Texas limited liability company, by Contribution Deed recorded in Document No. 2016058616 of the Official Public Records of Williamson County, Texas, and more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof for all purposes.

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METES AND BOUNDS DESCRIPTION

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A sketch of survey has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

August 11, 2011

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

EXHIBIT "C"

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DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

July 14, 2011

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

Commissioners Court - Regular Session **23.**

Meeting Date: 04/04/2023

Participation in regional habitat conservation plan for a WCRBP project - SH 195 & Ronald Reagan Intersection

Submitted By: Josh Renner, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on participation by Williamson County Road Bond Program under the County's Habitat Conservation Plan (HCP) for improvements and ramp addition at the intersection of SH 195 and Ronald Reagan.

Background

Williamson County proposes to improve one intersection along State Highway (SH) 195, at Ronald Reagan Boulevard. More specifically, northbound SH 195 will receive an exit ramp onto Ronald Reagan Boulevard. The project is approximately 0.8 mile long and encompasses approximately 8.5 acres. Portions of the project are over geological Karst Zone 1 and may impact habitat features of listed species

Staff recommends the following action: Authorize County Judge (or designee) to acknowledge/sign the Determination Letter (attached) to enroll the project under the Williamson County Regional Habitat Conservation Plan, and to execute, when presented, the Participation Agreement for this project, WCCF File #20230321 and to sign any related documents as may be required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Determination Letter

Participation Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/30/2023 09:01 AM
Form Started By: Josh Renner		Started On: 03/29/2023 02:54 PM
Final Approval Date: 03/30/2023		

WILLIAMSON COUNTY CONSERVATION FOUNDATION

Board of Directors

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

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

Brent A. Baker
Round Rock, TX

Paul Barron
Cedar Park, TX

Allen Bowersox
Georgetown, TX

Doug Fell
Hutto, TX

Lyle Grimes
Cedar Park, TX

Joshua D. Renner
Secretary
Env. Program Manager

Williamson County Conservation Foundation
219 Perry Mayfield
Leander, TX 78641
512/943-1921

March 28, 2023

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

Re: Williamson County proposes to improve one intersection along State Highway (SH) 195, at Ronald Reagan Boulevard. More specifically, northbound SH 195 will receive an exit ramp onto Ronald Reagan Boulevard. The project is approximately 0.8 mile long and encompasses approximately 8.5 acres. (Figure 1)

Dear Judge Gravell,

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

1. The fee for participation under the RHCP for the referenced project will be $200.00 (Two Hundred and No Hundredths Dollars) representing the approximate 1.70 acres in the Edwards Limestone geological karst zone not associated with a known occupied habitat feature and being assessed at $100/acre (rounded up to the nearest acre).

2. Please notify this office as soon as possible – by email to josh.renner@wilco.org or by return mail to the address shown to the left below – of agreement to these participation fees. An electronically signed, or signed (in blue ink), scanned copy of this letter is sufficient for acknowledgement of these terms.

3. A Participation Agreement based on the terms outlined in this letter and following the Williamson County Regional Habitat Conservation Plan will be delivered to you for execution upon receipt of the participation fee. Upon receipt of that document please have the appropriate individuals sign where indicated (and notarized where applicable). An accompanying cover memo will further explain the process.

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

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

Sincerely,

Joshua D. Renner
Environmental Program Manager
Williamson County Conservation Foundation

**~~~

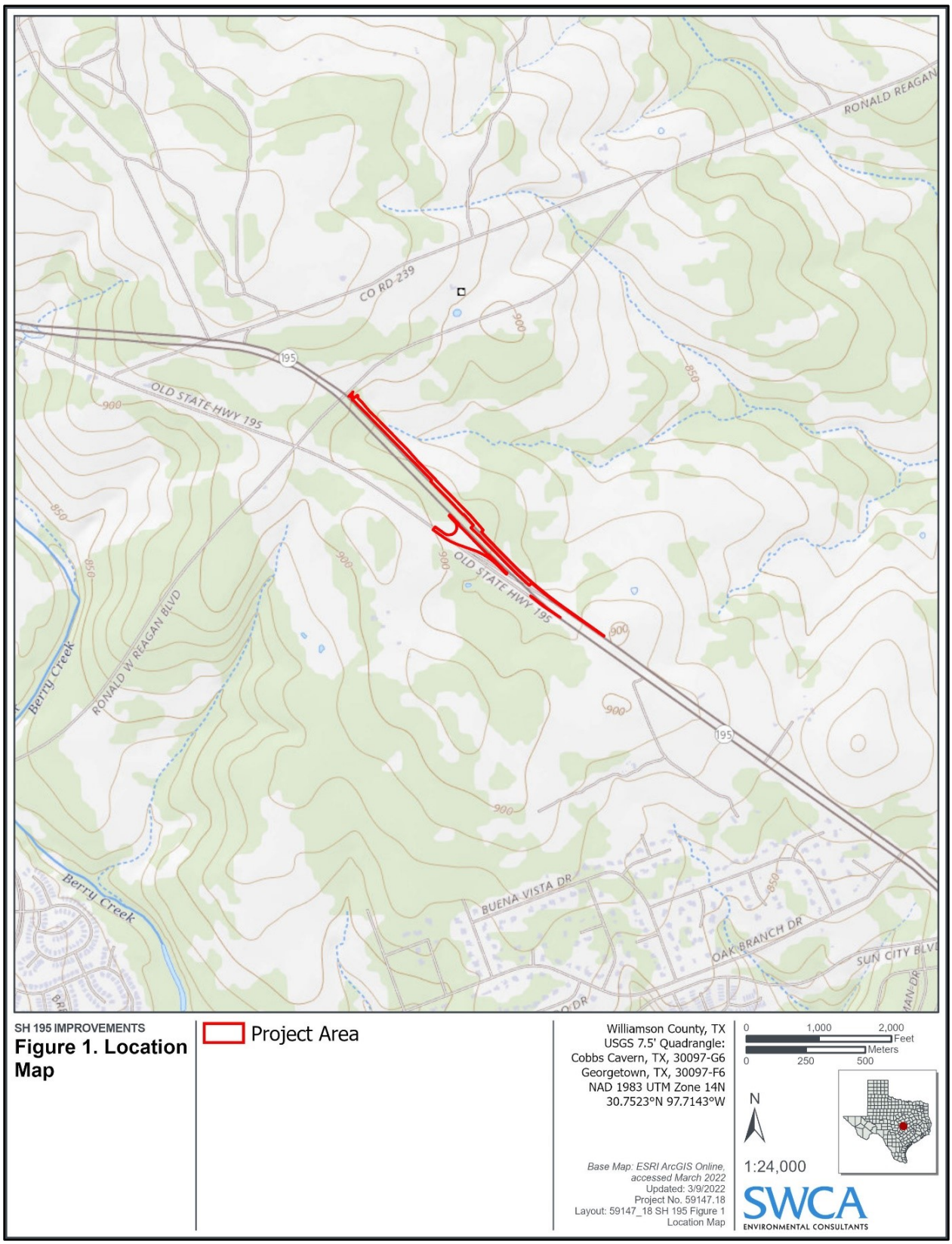


Figure 1. Project Area location map.

WILLIAMSON COUNTY REGIONAL HABITAT CONSERVATION PLAN

PARTICIPATION AGREEMENT

This **WILLIAMSON COUNTY REGIONAL HABITAT CONSERVATION PLAN PARTICIPATION AGREEMENT** (this "Participation Agreement") dated March 29, 2023, is entered into by **WILLIAMSON COUNTY ROAD BOND PROGRAM** (the "Participant"), and the **WILLIAMSON COUNTY CONSERVATION FOUNDATION**, a Texas non-profit corporation (the "Foundation").

BACKGROUND

Williamson County, Texas, and the Foundation are the permittees under federal Endangered Species Act incidental take permit number TE-181840-1 dated October 21, 2008 (as amended August 30, 2013, hereinafter the "Permit"). The Permit authorizes "take" of certain listed species of wildlife occurring in Williamson County in exchange for implementation of the Williamson County Regional Habitat Conservation Plan (the "Plan"). The Foundation/Williamson County administers the Plan, which includes granting participation rights to applicants who enter into participation agreements. Through participation in the Plan, a participant receives authority for incidental "take" of listed species covered by the Permit, in accordance with the terms and conditions of the Permit and this Participation Agreement. Incidental take means take that results from, but is not the purpose of, carrying out an otherwise lawful activity. Participant is the owner (or, if under tract is under contract, the reputed owner) of a tract or tracts of land (the "Property") located in Williamson County, Texas, and described on Exhibit "A" to this Participation Agreement.

AGREEMENT

1. **Grant Of Participation Rights And Obligations Of Participant.** The Foundation hereby grants to the Participant the right to participate in the Plan with respect to the Participant's proposed activities on the Property. Exhibit "B" to this Participation Agreement describes the Participant's proposed activities and the species to be covered under this Participation Agreement. The Participant represents and warrants that the activities proposed to be covered under this Participation Agreement will be carried out in full compliance with all applicable laws and regulations. This Participation Agreement covers only those activities described on Exhibit "B". The Participant shall consult with the Foundation before deviating in any material respect from the described activities. This Participation Agreement is entered into subject to all terms and conditions of the Permit, the Plan, and applicable law and regulations, and the Participant assumes and agrees to be bound by all of such terms and conditions, including without limitation those described on Exhibit "C" to this Participation Agreement.

2. **Participation Fee**. The Participant has paid to the Foundation the total sum of $200 (Two Hundred and No Hundredths Dollars) as calculated in accordance with the Plan with respect to the Participant's proposed activities on the Property.

3. **Right To Inspect**. The Foundation, the County, and the U.S. Fish and Wildlife Service shall have the right to inspect the Property in order to ensure compliance with the terms of this Participation Agreement.

4. **Breach By Participant**. The Foundation shall provide Participant written notice specifying any breach of the terms of this Participation Agreement, and Participant shall have seven (7) days thereafter, or such other length of time the Foundation agrees in writing, to cure said breach. The Foundation, at its sole discretion and for good cause, including without limitation Participant's failure to cure any breach within the applicable timeframe, may terminate this Participation Agreement. Notification of breach and termination of participation rights shall be made by the Foundation to the Participant in writing at the address provided in Section 11.

5. **Participant's Sole Recourse.** In the event that this Participation Agreement is (i) ineffective or deficient with respect to the Property or Participant's proposed activities for any reason, or (ii) terminated in accordance with the terms and provisions of this Participation Agreement, Participant's sole recourse shall be to recover from the Foundation an amount not to exceed the total sum referenced in Section 2 of this Participation Agreement, upon surrender and termination of this Participation Agreement by Participant in writing to the Foundation; provided, Participant shall not be entitled to recover administrative fees from the Foundation.

6. **Covenants Run With The Land; Recordation**. Participant agrees that the covenants provided herein are intended to be binding upon any heirs, successors, and assigns in interest to the Property. Upon any transfer of any ownership interests to all or part of the Property, this Participation Agreement shall not terminate as to the Property, but rather shall continue in full force and effect and shall be fully binding upon any heirs, successors, and assigns in interest to the Property, or any portion thereof. Upon execution of this Participation Agreement by the Foundation and Participant, a Memorandum of Participation Agreement in form substantially the same as attached hereto and incorporated herein for all purposes, shall be signed, acknowledged, and recorded by the Participant in the Official Public Records of Williamson County, Texas. The Participant shall promptly provide a copy of the recorded Memorandum of Participation Agreement to the Foundation.

7. **Venue And Choice Of Law**. The obligations and undertakings of each of the parties to this Participation Agreement shall be performable in Williamson County, Texas, and this Participation Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Texas.

8. **Entirety Of Agreement And Modification.** This instrument constitutes the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Participation Agreement are of no force of effect. Any oral representations or modifications concerning this Participation Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged and expressly approved by an authorized representative of such party.

9. **Non-Assignment**. Participant shall not sell, transfer, or assign all or any part of this Participation Agreement to a party other than a successive owner of all or a portion of the Property without prior written consent of the Foundation.

10. **Successors And Assigns**. This Participation Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto, as and where authorized pursuant to this Participation Agreement.

11. **Notice**. All notices under this Participation Agreement shall be in writing and shall be deemed to have been properly given, delivered and received (a) as of the date of delivery if personally delivered, or (b) as of the date of deposit in the mail system if sent by United States certified mail, return receipt requested, postage prepaid. For purposes of notices, the addresses of the parties are as follows

PARTICIPANT:

Williamson County, Texas Road Bond Program
c/o Hon. Bill Gravell Jr., County Judge
710 Main Street, Suite 101
Georgetown, TX 78626
Attn: Foundation Application File No. **20230321**
Phone: (512) 943-1550

FOUNDATION:

Williamson County Regional Habitat Conservation Plan
c/o Plan Administrator
219 Perry Mayfield
Leander, Texas 78641
Attn: Foundation Application File No. **20230321**
Phone: (512) 943-1921

or to such other address as hereafter shall be designated in writing by the applicable party.

12. **Term Of Participation Agreement**. This Participation Agreement shall terminate upon the expiration or termination of the Permit.

13. **Headings**. The headings at the beginning of the various provisions of this Participation Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Participation Agreement.

14. **Number And Gender Defined**. As used in this Participation Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

EXECUTED AS OF THE LAST DAY SET FORTH BELOW.

PARTICIPANT:

By: _____

Print Name: _____

Title: _____

Date: _____

FOUNDATION:

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibit List:

Exhibit "A" – Description of Participant's Property, including GPS coordinates/points (if available)

Exhibit "B" – Covered Species and Participant's Proposed Activities Relative to Participation Agreement

Exhibit "C" – Special Terms and Conditions in Connection with 10(a) Permit #TE – 181840-1

Exhibit "D" – Williamson County Regional Habitat Conservation Plan Memorandum of Participation Agreement Relative to U.S. Fish and Wildlife Service Permit

EXHIBIT "A"
TO PARTICIPATION AGREEMENT

Description of Participant's Property, including GPS coordinates/points, if available:

The project proposes to improve one intersection along State Highway (SH) 195, at Ronald Reagan Boulevard. More specifically, northbound SH 195 will receive an exit ramp onto Ronald Reagan Boulevard. The project is approximately 0.8 mile long and encompasses approximately 8.5 acres.

A project area graphic showing is attached making a total of two (2) pages for this Exhibit (including this page).

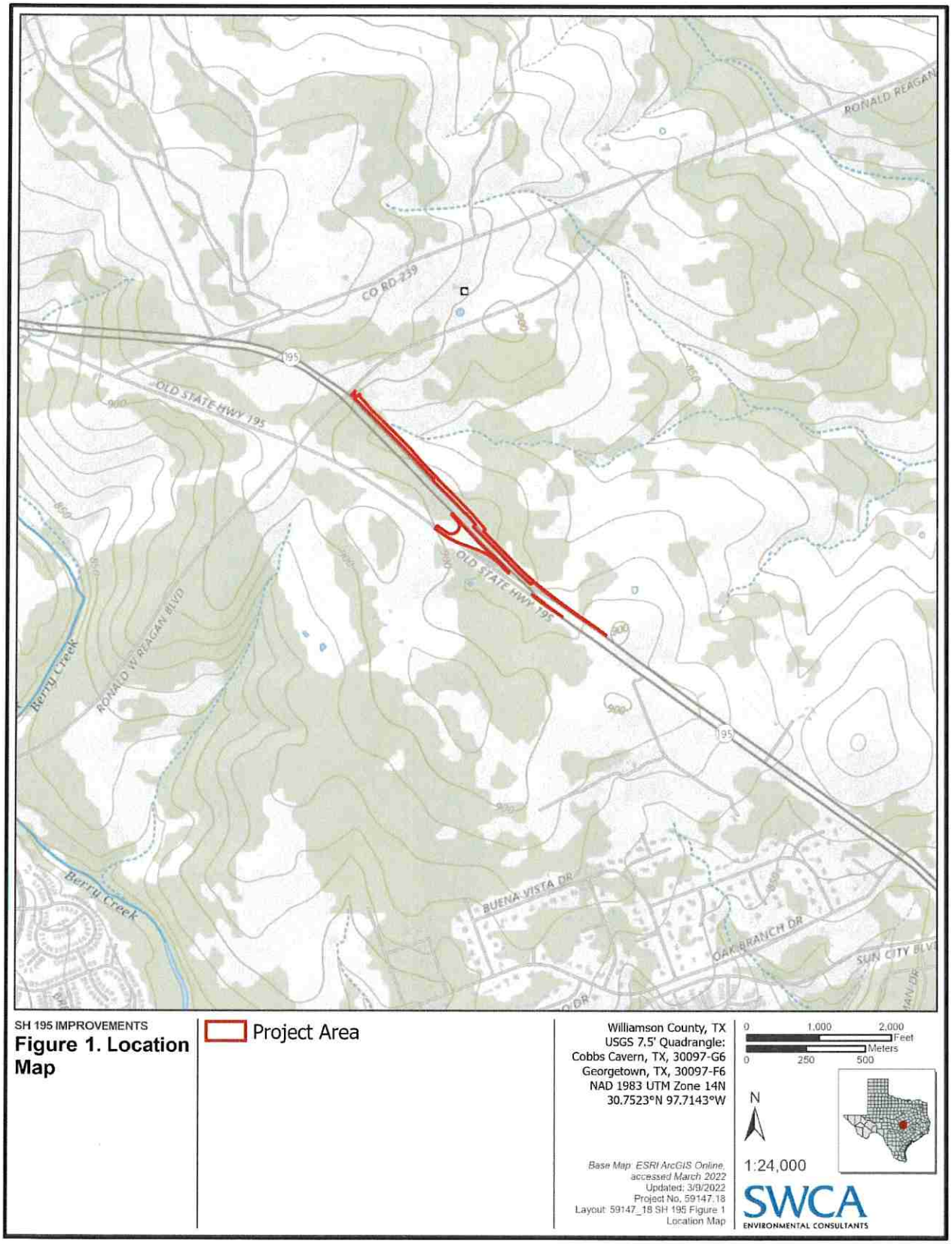


Figure 1. Project Area location map.

EXHIBIT "B"
TO PARTICIPATION AGREEMENT

Covered Species and Participant's Proposed Activities Relative to Participation Agreement

Provide a summary describing the scope and nature of the proposed activities and uses of the Property. This summary should provide details regarding the proposed development plan, including square footage or acreage of limit of construction (limit of construction is any area within which any type of construction or land disturbance will occur, i.e., area for erosion controls, driveway, utilities). Attach conceptual plan that identifies the foregoing items.

The proposed project is outlined in the Exhibit "A" description.

Identify which of the following species are covered by this Participation Agreement.

__X__ Yes	_____ No	Golden-cheeked warbler
__X__ Yes	_____ No	Black-capped vireo
__X__ Yes	_____ No	Bone Cave harvestman
__X__ Yes	_____ No	Coffin Cave mold beetle

EXHIBIT "C"
TO PARTICIPATION AGREEMENT

Special Terms and Conditions in Connection with 10(a) Permit #TE – 181840-1

1. On property covered by this Participation Agreement, vegetation clearing activities within 300 feet of habitat will be conducted outside the GCWA or BCVI breeding seasons, as applicable, unless breeding season surveys performed by an Endangered Species Act section 10(a)(1)(A)-permitted biologist indicate that no GCWA or BCVI are present within 300 feet of the desired activity, or as otherwise approved on a case-by-case basis by the Service. The breeding season for the GCWA is March 1 to August 1. The breeding season for the BCVI is March 15 to September 1.

2. Construction activities within, or within 300 feet of, GCWA or BCVI habitat may be conducted year round as long as such construction follows permitted clearing, as referenced above, in a reasonably prompt and expeditious manner indicating continuous activity.

3. Clearing and construction activities authorized under the Permit shall be consistent with the current practices recommended by the Texas Forest Service to prevent the spread of oak wilt.

4. Upon locating a dead, injured, or sick GCWA or BCVI or any other endangered or threatened species in connection with road construction and other activities conducted by Participant that are covered by the Permit, Participant is required to contact the U.S. Fish and Wildlife Service's Law Enforcement Office, in Georgetown, Texas, (512) 863-5972, for care and disposition instructions. Extreme care should be taken in handling sick or injured individuals to ensure effective and proper treatment. Care should also be taken in handling dead specimens to preserve biological materials in the best possible state for analysis of cause of death. In conjunction with the care of sick or injured endangered/threatened species, or preservation of biological materials from a dead specimen, Participant and their contractor/subcontractor have the responsibility to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.

WILLIAMSON COUNTY REGIONAL HABITAT CONSERVATION PLAN

MEMORANDUM OF PARTICIPATION AGREEMENT RELATIVE TO U.S. FISH AND WILDLIFE SERVICE PERMIT (Permit No. TE-181840-1)

STATE OF TEXAS	§	
	§	
	§	KNOW ALL PERSONS BY THESE PRESENTS
	§	
COUNTY OF WILLIAMSON	§	

This WILLIAMSON COUNTY REGIONAL HABITAT CONSERVATION PLAN MEMORANDUM OF PARTICIPATION AGREEMENT RELATIVE TO U.S. FISH AND WILDLIFE SERVICE PERMIT (Permit No. TE-181840-1) (this "Memorandum") is made and executed by **WILLIAMSON COUNTY ROAD BOND PROGRAM** ("Participant"), effective as of the 29th day of March 2023.

W I T N E S S E T H:

1. **Permit.** Williamson County, Texas, and the Foundation are the permittees under federal Endangered Species Act incidental take permit number TE-181840-1 dated October 21, 2008 (as amended August 30, 2013, hereinafter the "Permit"). The Permit authorizes "take" of certain listed species of wildlife occurring in Williamson County in exchange for implementation of the Williamson County Regional Habitat Conservation Plan (the "Plan"). The Foundation/Williamson County administers the Plan, which includes granting participation rights to applicants who enter into participation agreements. Through participation in the Plan, a participant receives authority for incidental "take" of listed species covered by the Permit, in accordance with the terms and conditions of the Permit and the participation agreement entered into by the participant.

2. **Participation Agreement; Grant of Participation Rights and Obligations of Participant**. Participant is the owner or easement holder of a tract or tracts of land (the "Property") located in Williamson County, Texas, and described on Exhibit "A" to this Memorandum. Participant and the Foundation entered into the Williamson County Regional Habitat Conservation Plan Participation Agreement dated March 29, 2023 ("Participation Agreement," Foundation Application File No. 20230321). Under the Participation Agreement, the Foundation granted to the Participant the right to participate in the Plan with respect to the Participant's proposed activities on the Property. The Participation Agreement describes the Participant's proposed activities and the species to be covered under the Participation Agreement. The Participant also agreed under the Participation Agreement to assume and agree to be bound by all terms and conditions of the Permit, the Plan, and all applicable laws and regulations, including without limitation those terms and conditions specifically set forth as an exhibit to the Participation Agreement.

3. **Notice.** Participant desires to execute this Memorandum and to have it filed of record in the Official Public Records of Williamson County, Texas, providing public and record notice to all persons as to the existence of the Participation Agreement. Further information regarding the Participation Agreement may be obtained by contacting the following:

PARTICIPANT:

Williamson County, Texas Road Bond Program
c/o Hon. Bill Gravell Jr., County Judge
710 Main Street, Suite 101
Georgetown, TX 78626
Attn: Foundation Application File No. **20230321**
Phone: (512) 943-1550

FOUNDATION:

Williamson County Regional Habitat Conservation Plan
c/o Plan Administrator
219 Perry Mayfield
Leander, Texas 78641
Attn: Foundation Application File No. **20230321**
Phone: (512) 943-1921

EXECUTED AS OF THE LAST DAY SET FORTH BELOW.

PARTICIPANT:

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibits:
"A" -- U.S. Fish and Wildlife Service Permit No. TE-181840-1
"B" -- Description of Participant's Property

After Recording, Return To:

Williamson County Regional Habitat Conservation Plan
Plan Administrator
219 Perry Mayfield
Leander, TX 78641

EXHIBIT A
TO MEMORANDUM OF PARTICIPATION AGREEMENT

U.S. Fish and Wildlife Service Permit No. TE-181840-1

Consisting of Four (4) pages following

3-201
(1/97)

DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE

FEDERAL FISH AND WILDLIFE PERMIT

2. AUTHORITY-STATUTES
16 USC 1539(a)(1)(B)

REGULATIONS (Attached)
50 CFR §§ 13 & 17

1. PERMITTEE

The County of Williamson
301 SE Inner Loop
Georgetown, Texas 78626
Phone: 512/943-1550
e-mail: dgattis@wilco.org

Williamson County Conservation Foundation
350 Discovery Boulevard
Cedar Park, Texas 78613
Phone: 512/733-5380
Email: lbirkman@wilco.org

3. NUMBER
TE-181840-1

4. RENEWABLE	5. MAY COPY
[X] YES	[X] YES
[ ] NO	[ ] NO

6. EFFECTIVE	7.EXPIRES
8/30/2013	10/16/2038

8. NAME AND TITLE OF PRINCIPAL OFFICER: (if #1 is a business)
Mr. Daniel A. Gattis, County Judge (County)
Lisa Birkman, President, Williamson County Conservation Foundation, Williamson County Commissioner (Foundation)

9. TYPE OF PERMIT:
Endangered Species – Incidental Take

10. LOCATION WHERE AUTHORIZED ACTIVITY MAY BE CONDUCTED: Williamson County, Texas.

11. CONDITIONS AND AUTHORIZATIONS:

A. GENERAL CONDITIONS SET OUT IN SUBPART D OF 50 CFR 13, AND SPECIFIC CONDITIONS CONTAINED IN FEDERAL REGULATIONS CITED IN BLOCK #2, ABOVE, ARE HEREBY MADE A PART OF THIS PERMIT. ALL ACTIVITIES AUTHORIZED HEREIN MUST BE CARRIED OUT IN ACCORDANCE WITH AND FOR THE PURPOSES DESCRIBED IN THE APPLICATION SUBMITTED. CONTINUED VALIDITY, OR RENEWAL, OF THIS PERMIT IS SUBJECT TO COMPLETE AND TIMELY COMPLIANCE WITH ALL APPLICABLE CONDITIONS, INCLUDING THE FILING OF ALL REQUIRED INFORMATION AND REPORTS.

B. THE VALIDITY OF THIS PERMIT IS ALSO CONDITIONED UPON STRICT OBSERVANCE OF ALL APPLICABLE FOREIGN, STATE, LOCAL OR OTHER FEDERAL LAW. THIS PERMIT DOES NOT WAIVE THE OBLIGATION TO ABIDE BY OTHER FOREIGN, STATE, LOCAL OR FEDERAL LAW IN CARRYING OUT AUTHORIZED ACTIVITIES.

C. VALID FOR USE BY PERMITTEES NAMED ABOVE.

D. ACCEPTANCE OF THIS PERMIT SERVES AS EVIDENCE THAT THE PERMITTEE UNDERSTANDS AND AGREES TO ABIDE BY THE "GENERAL CONDITIONS FOR NATIVE ENDANGERED AND THREATENED WILDLIFE SPECIES PERMITS" **(copy enclosed)**.

12. REPORTING REQUIREMENTS
Annual report due each June 1 throughout the life of the permit.

ISSUED BY:	TITLE	DATE
Joy E Nicholopoulos	Deputy Regional Director	8/30/2013

E. Permittee(s) are authorized to "Take" the following species: Bone Cave harvestman, Coffin Cave mold beetle, golden-cheeked warbler (GCWA), and black-capped vireo (BCVI) in Williamson County, Texas; incidental to activities including, but not limited to, road construction, maintenance, and improvement projects; utility construction and maintenance; school development and construction; public or private construction and development; and land clearing.

F. For GCWA, 6,000 acres of direct and indirect take are authorized over the life of the Permit. These impacts will be mitigated by a combination of purchasing mitigation credits from Hickory Pass Conservation Bank and/or other nearby conservation banks or by creating GCWA preserves.

G. For BCVI, up to 4,267 acres of take are authorized over the life of the Permit. These impacts are mitigated primarily through habitat restoration, habitat management, enhancement of existing protected BCVI habitat, or an alternate, Service-approved mitigation program.

H. On parcels covered by Participation Agreements, vegetation clearing activities within 300 feet of habitat will be conducted outside the GCWA or BCVI breeding seasons, as applicable, unless breeding season surveys performed by an Endangered Species Act section 10(a)(1)(A)-permitted biologist indicate that no GCWA or BCVI are present within 300 feet of the desired activity, or as otherwise approved on a case-by-case basis by the Service. The breeding season for the GCWA is March 1 to August 1. The breeding season for the BCVI is March 15 to September 1.

I. Construction activities within, or within 300 feet of, GCWA or BCVI habitat may be conducted year round as long as such construction follows permitted clearing, as referenced above, in a reasonably prompt and expeditious manner indicating continuous activity.

J. For Bone Cave harvestman and Coffin Cave mold beetle, up to 210 caves occupied by one or both species are authorized to be impacted. These impacts will be mitigated by acquiring and managing 9 to 15 karst fauna areas (KFAs), a minimum of three KFAs in each of the karst fauna regions occupied by the covered species.

K. Clearing and construction activities authorized under this Permit shall be consistent with the current practices recommended by the Texas Forest Service to prevent the spread of oak wilt.

L. The Service agrees that Williamson County or the Foundation may issue "Participation Agreements" covering land within the Permit area. Participation Agreements will stipulate that Participant will be bound by and comply with those terms and conditions of this Permit applicable to the Participant's land and the Participant shall benefit from the

authorization granted in this Permit. So long as this Permit remains in effect and a Participant is in compliance with the Participation Agreement, that Participant shall be deemed, with respect to that Participant's property covered by the Participation Agreement, to have the full benefits and authorities of this Permit with respect to that Participant's property. The Service agrees that a breach by a Participant of its obligations under a Participation Agreement will not be considered a violation by the Permittee, or any other Participant, of this Permit. In the event a Participant has materially breached its Participation Agreement and, after reasonable notice and opportunity to cure, such Participant fails to cure, remedy, rectify, or adequately mitigate the effects of such breach, then the Service, Williamson County, or the Foundation may terminate that Participation Agreement.

M. Upon locating a dead, injured, or sick GCWA or BCVI or any other endangered or threatened species in connection with road construction and other activities conducted by Williamson County that are covered by this Permit, Williamson County or the Foundation is required to contact the U.S. Fish and Wildlife Service's Law Enforcement Office, in Georgetown, Texas, (512) 863-5972, for care and disposition instructions. Extreme care should be taken in handling sick or injured individuals to ensure effective and proper treatment. Care should also be taken in handling dead specimens to preserve biological materials in the best possible state for analysis of cause of death. In conjunction with the care of sick or injured endangered/threatened species, or preservation of biological materials from a dead specimen, Williamson County, the Foundation, and their contractor/subcontractor have the responsibility to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.

N. Conditions of this Permit shall be binding on, and for the benefit of Williamson County and the Foundation.

O. If during the tenure of this Permit the take described in the habitat conservation plan is altered such that there may be an increase in the anticipated take of any covered species, Williamson County or the Foundation is required to contact the Service and obtain authorization and/or amendment of the Permit before entering into participation agreements or commencing any other activities which might result in take beyond that described in the RHCP.

P. Williamson County or the Foundation shall submit on June 1 of each year the Permit is in effect an Annual Report describing participation agreements entered into; funds collected and spent; and conservation and management actions undertaken in the previous calendar year. The report will summarize the results of the biological monitoring and adaptive management process and findings. This required information includes the locations of surveys, a description of any deviations from required survey protocols, personnel used, and documentation of all survey results as required in the protocols for the particular

endangered species. In addition, the annual report will review existing management and highlight areas where change in management approach may be needed and where prioritized research needs are reviewed. A copy of the annual report shall be submitted to the U.S. Fish and Wildlife Service Field Office 10711 Burnet, Suite 200, Austin, Texas 78758; and to the U.S. Fish and Wildlife Service, P.O. Box 1306, Room 4102, Albuquerque, New Mexico 87103.

Q. The current "No Surprises" policy of the U.S. Fish and Wildlife Service provides that additional mitigation requirements for land, water, or financial obligations shall not be required of Williamson County or the Foundation beyond the level of mitigation provided for in the Permit and the habitat conservation plan if fully and completely complied with and implemented. With respect to the Permit, the habitat conservation plan and supporting documents adequately addressed the federally-listed covered species.

R. Acceptance of the Permit serves as evidence that Williamson County and the Foundation understand and agree to abide by the terms of the Permit and all applicable sections of Title 50 CFR Parts 13 and 17 pertinent to issued permits.

***** END OF PERMIT # TE-181840-1 *****

EXHIBIT B
TO MEMORANDUM OF PARTICIPATION AGREEMENT

Description of Participant's Property, including GPS coordinates/points, if available:

The project proposes to improve one intersection along State Highway (SH) 195, at Ronald Reagan Boulevard. More specifically, northbound SH 195 will receive an exit ramp onto Ronald Reagan Boulevard. The project is approximately 0.8 mile long and encompasses approximately 8.5 acres.

A project area graphic showing is attached making a total of two (2) pages for this Exhibit (including this page).

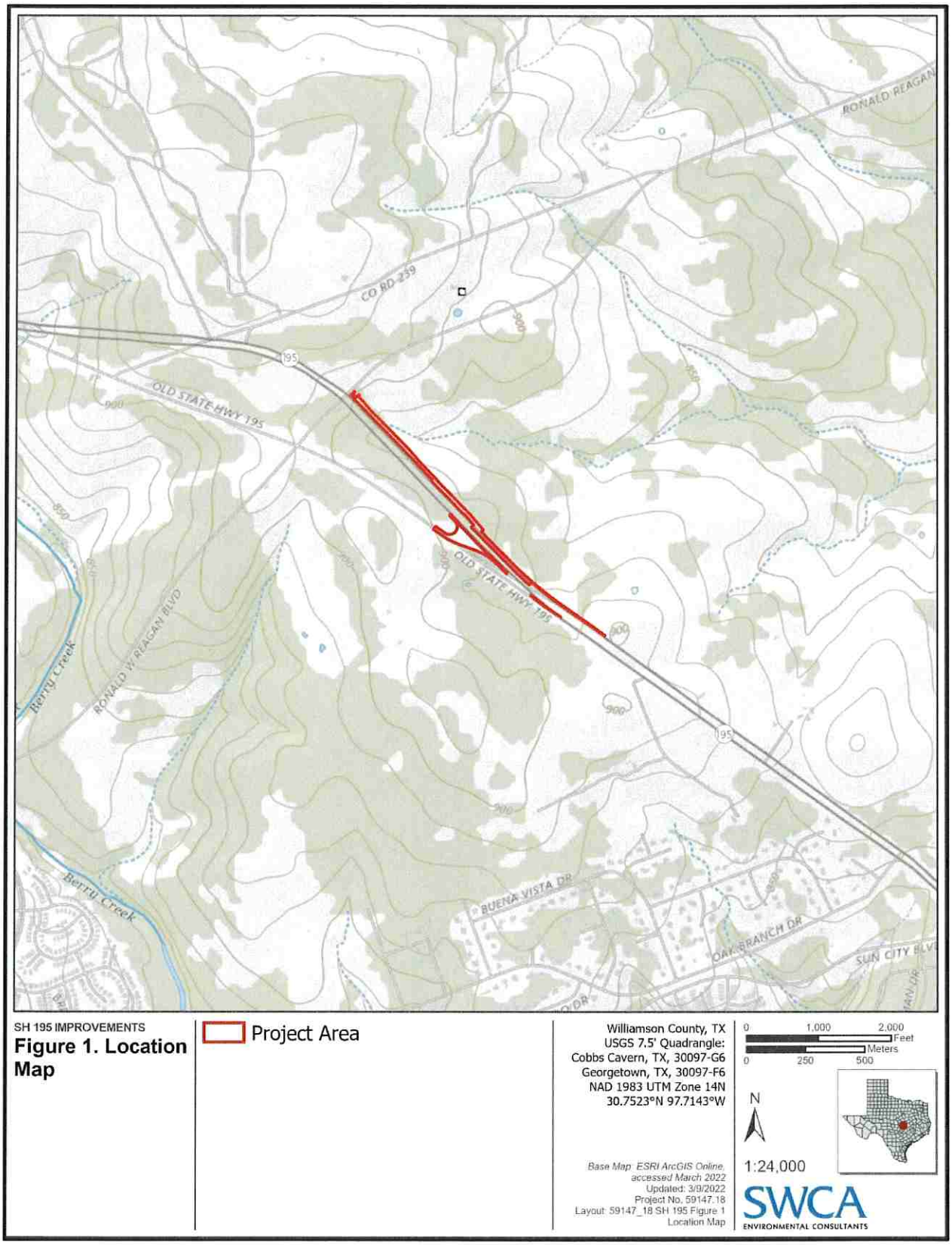


Figure 1. Project Area location map.

Commissioners Court - Regular Session **24.**

Meeting Date: 04/04/2023

Occupation and Use Agreement - Berry Springs Park & Preserve

Submitted For: Russell Fishbeck **Submitted By:** Russell Fishbeck, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Occupation and Use Agreement for staff caretaker at Berry Springs Park & Preserve.

Background

The attached agreement details the terms and conditions for staff member occupancy of the caretaker residence at Berry Springs Park and Preserve. The agreement is styled similar to other Occupation and Use Agreements at Williamson County Park locations. Legal has reviewed this agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Occupation & Use Agreement - Berry Springs

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/29/2023 08:57 AM
Form Started By: Russell Fishbeck		Started On: 03/29/2023 06:45 AM
Final Approval Date: 03/29/2023		

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

OCCUPATION AND USE AGREEMENT

This Occupation and Use Agreement ("Agreement") is made and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas ("County") and Leroy Smith ("Park Attendant").

County hereby agrees to allow Park Attendant to occupy and use that certain property and improvements, hereinafter called the "Premises", known as the house located at Berry Springs Park, 1801 County Road 152, Georgetown, Williamson County, Texas, and Park Attendant hereby agrees to occupy and use said Premises subject to the following terms and conditions:

1. TERM OF AGREEMENT. The initial term of this Agreement shall be one year commencing on the 1st day of April, 2023 and thereafter shall automatically be renewed on a month-to-month basis, subject to termination of this Agreement as provided herein (the "Agreement Term").

2. RENT AND TAXES. Park Attendant shall not be required to pay rent for his/her occupation and use of the Premises and County agrees to pay all real estate taxes assessed, if any, against the Premises. Park Attendant shall be required to pay any income taxes, if any, that Park Attendant may be required to report and pay to the IRS due to his/her use and occupation of the Premises.

3. UTILITIES. Park Attendant shall pay or cause to be paid all charges for any water, electricity, telephone and any other utilities used on the Premises throughout the term of this Agreement or any extension thereof, including any deposits and costs of installation and/or connection fees.

4. EMPLOYMENT AT WILL. Nothing herein shall be construed to change Park Attendant's employment-at-will status with Williamson County.

5. USE. Except for using a portion of the Premises for purposes of a park attendant's office, Park Attendant and Park Attendant's immediate family members shall use the Premises for uses consistent with single family occupancy, and for no other purposes or use of any kind, unless first authorized in writing by the Williamson County Commissioners Court. Park Attendant's use of the Premises shall not interfere with park patrons' use and enjoyment of the park in and around the Premises. Furthermore, Park Attendant and all other persons on the premises must refrain from conducting themselves in any way that would unduly disturb park patrons or constitute a breach of the peace. Park Attendant may not permit any part of the Premises to be used for: (a) any activity which is a nuisance, offensive, noisy, or dangerous; (b) the repair of any vehicle; (c) any business of any type; (d) any illegal or unlawful activity; or (e) any other activity which will obstruct, interfere with, or infringe on the rights of other persons on or near the Premises.

6. SECURITY DEPOSIT. Park Attendant shall not be required to provide an initial Security Deposit at the beginning of this Agreement. However, in the event that Park Attendant shall at any time cause damage to the Premises, excluding ordinary wear and tear, that requires County's repair thereof, Park Attendant shall pay for all such repairs and immediately deposit with County, a Security Deposit in the amount of $1,000.00, as security for the faithful performance of the terms and conditions of this Agreement. In the event that County shall at any time apply any of the Security Deposit to cover any lawful deductions, then, upon the request of County to Park Attendant specifying the amount so applied, Park Attendant shall immediately deposit with County, as an additional Security Deposit, the amount so applied, so that the security deposit held by County shall at all times during the Agreement Term be equal to the aforementioned amount specified in this section. The Security Deposit shall be returned to Park Attendant, without interest and less any lawful deductions of same, upon the Park Attendant's full performance of this Agreement and on Park Attendant's surrender of the Premises.

7. INSURANCE. County shall pay for fire and extended coverage insurance on the building and other permanent improvements on the Premises and the proceeds thereof, if any, shall be payable solely to County. Park Attendant shall obtain, at its sole cost, and keep in effect a policy of renters insurance which provides coverage for damages resulting from personal injuries and/or property loss, which shall be primary as to any other existing, valid and collectible insurance that may be carried by County.

8. CONDITION OF PREMISES. PARK ATTENDANT HEREBY AGREES AND STIPULATES THAT THE PREMISES HAVE BEEN EXAMINED BY PARK ATTENDANT, INCLUDING THE GROUNDS AND ALL BUILDINGS AND IMPROVEMENTS, AND THAT AT THE TIME OF THIS AGREEMENT THEY ARE IN GOOD ORDER AND REPAIR AND IN A SAFE, CLEAN, AND TENANTABLE CONDITION. PARK ATTENDANT ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE SUITABILITY OF THE PREMISES FOR ITS INTENDED USE, (C) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (D) THE HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (E) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE US. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. PARK ATTENDANT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, PARK ATTENDANT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY COUNTY. PARK ATTENDANT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT

COUNTY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. PARK ATTENDANT FURTHER ACKNOWLEDGES AND AGREES THAT THE OCCUPATION AND USE OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". PARK ATTENDANT ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN ALLOWING THE PARK ATTENDANT TO OCCUPY THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT. PARK ATTENDANT ACKNOWLEDGES THAT NO AGREEMENTS HAVE BEEN MADE REGARDING FUTURE REPAIRS UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT.

9. MAINTENANCE AND REPAIRS. Park Attendant shall maintain in good repair or supervise maintenance of the exterior and interior of the Premises, including foundation, the exterior walls, doors, door closure devices, HVAC system, window and door frames, molding, locks and hardware, and the roof of the Premises and all portions of the Premises extending beyond the exterior walls of the building in good repair. The County shall pay the costs of materials necessary for repair and maintenance of the Premises, except as otherwise provided herein, provided that funds have been appropriated for such costs. Park Attendant shall, however, obtain prior consent from County before Park Attendant expends any amounts for the repair and/or maintenance of the exterior and interior of the Premises. Notwithstanding of any provision to the contrary, Park Attendant shall, at its sole cost and expense, repair and/or replace any portion of the interior or exterior of the Premises that are damaged due to the acts or omissions of Park Attendant or Park Attendant's family, agents, guests, invitees or visitors. At the termination of this Agreement, Park Attendant shall deliver the Premises in good order and condition, reasonable wear and tear excepted. Park Attendant and Park Attendant's family, agents, guests, invitees or visitors may not smoke any type of tobacco or non-tobacco product inside any of the improvements and/or buildings on the Premises.

10. ALTERATIONS. All alterations, additions and improvements shall become the property of County and shall remain upon and be surrendered with the Premises as a part thereof on the termination of this Agreement. Such alterations, additions and improvements may only be made with the prior written consent of County. No cooling tower, equipment, antenna, sign or structure of any kind shall be placed on the roof or elsewhere on the Premises by Park Attendant without prior written permission of County. If such permission is granted, such work or installation shall be done at Park Attendant's expense and in such a manner that the roof shall not be damaged thereby. If it becomes necessary to remove such cooling tower, equipment or structure temporarily, so that repairs to the roof can be made, Park Attendant shall promptly repair at its expense any damages resulting from such removal. At the termination of this Agreement, Park Attendant shall deliver the Premises in good order and condition, natural deterioration only excepted. Any damage caused by the installation or removal of fixtures shall be repaired at Park Attendant's expense prior to the expiration of the Agreement Term. All alterations, improvements, additions, and repairs made by Park Attendant shall be made in good and workmanlike manner.

11. COMPLIANCE WITH LAWS AND REGULATIONS. Park Attendant shall, at its own expense, comply with all laws, orders, and requirements of all governmental entities with reference to the use and occupancy of the Premises. Park Attendant and Park Attendant's family, agents, guests, invitees or visitors shall fully comply with any rules and regulations governing the use of the building or other improvements to the Premises as required by County. County may make reasonable changes in such rules and regulations from time to time as deemed advisable for the

safety, care and cleanliness of the Premises, provided same are in writing and are not in conflict with this Agreement.

12. ASSIGNMENT AND SUBLETTING. Park Attendant shall not assign this Agreement, nor sublet the Premises or any interest therein without the prior written consent of County. An assignment or subletting without the prior written consent of County shall be void and shall, at the option of County terminate this Agreement.

13. DESTRUCTION. In the event the Premises is partially damaged or destroyed or rendered partially unfit for occupancy by fire or other casualty, Park Attendant shall give immediate notice to County. County may repair the damage and restore the Premises to substantially the same condition as immediately prior to the occurrence of the casualty. Such repairs shall be made at County's expense unless due to Park Attendant's acts or omissions. If the Premises are totally destroyed or deemed by the County to be rendered unfit for occupancy by fire or other casualty, or if County shall decide not to repair or rebuild, this Agreement shall terminate.

14. SURRENDER OF PREMISES; ABANDONMENT OF PROPERTY. On or before the termination of this Agreement, Park Attendant shall surrender ("Surrender" shall mean vacating the premises and returning all keys and access devices to the County) the Premises clean and free of all trash, debris and any personal property or belongings and in as good condition as they were at the commencement of this Agreement, reasonable use and wear and damages by the elements excepted. If Park Attendant leaves any personal property or belongings in, on or about the Premises after Park Attendant Surrenders possession of the Premises, all such personal property and/or belongings of Park Attendant will be forfeited to and become the property of the County. In the event that Park Attendant forfeits such personal property or belongings pursuant to the terms of this Agreement, Park Attendant hereby acknowledges and agrees that County may dispose of such personal property or belongings of Park Attendant, without liability to County, in any manner in which County, in County's sole discretion, deems fit or reasonable.

15. SUBORDINATION. County is hereby irrevocably vested with full power and authority to subordinate this Agreement to any loan, bond or encumbrance and Park Attendant agrees on demand to execute such instruments subordinating this Agreement as County may request.

16. LIABILITY. **UNLESS CAUSED BY COUNTY'S GROSS NEGLIGENCE, PARK ATTENDANT ACKNOWLEDGES AND AGREES THAT COUNTY IS NOT LIABLE OR RESPONSIBLE TO PARK ATTENDANT, PARK ATTENDANT'S FAMILY, GUESTS, OCCUPANTS, AND/OR INVITEES FOR ANY DAMAGES, INJURIES, OR LOSSES TO PERSON OR PROPERTY CAUSED BY FIRE, FLOOD, WATER LEAKS, ICE, SNOW, HAIL, WINDS, EXPLOSIONS, SMOKE, INTERRUPTION OF UTILITIES, THEFT, BURGLARY, ROBBERY, ASSAULT, VANDALISM, OTHER PERSONS, THE CONDITION OF THE PREMISES, ENVIRONMENTAL CONTAMINANTS, INCLUDING BUT NOT LIMITED TO CARBON MONOXIDE, ASBESTOS, RADON GAS AND LEAD BASED PAINT, OR OTHER OCCURRENCES OR CASUALTY LOSSES. PARK ATTENDANT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES AND THE PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST COUNTY OR THE PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE PREMISES BY PARK ATTENDANT; FROM ANY NEGLECT OR FAULT OF PARK ATTENDANT OR THE FAMILY, AGENTS, GUESTS OR INVITEES OF PARK ATTENDANT IN USING AND OCCUPYING THE PREMISES; OR FROM ANY**

FAILURE BY PARK ATTENDANT OR PARK ATTENDANT'S FAMILY, AGENTS, GUESTS OR INVITEES TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST COUNTY, ITS OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES OR THE PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLECT, OR USE OF THE PREMISES BY PARK ATTENDANT OR PARK ATTENDANT'S FAMILY, AGENTS, GUESTS OR INVITEES, OR ANY OTHER PERSON ON THE PREMISES, PARK ATTENDANT AGREES THAT PARK ATTENDANT WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST COUNTY, ITS OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES OR AGAINST THE PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

17. SIGNS. Park Attendant shall not post or paint any signs at, on, or about the Premises or paint the exterior walls of the Premises except with the prior written consent of the County. County shall have the right to remove any sign or signs in order to maintain the Premises or to make any repairs or alterations thereto.

18. SMOKE DETECTOR. County will install at least one smoke detector in the Premises in accordance with Sections 92.255 and 92.257 of the Texas Property Code. **TO THE EXTENT ALLOWED BY LAW, PARK ATTENDANT WAIVES THE RIGHTS AND REMEDIES SET FORTH IN SECTION 92.258 OF THE TEXAS PROPERTY CODE REGARDING COUNTY'S STATUTORY DUTY TO INSPECT AND REPAIR THE SMOKE DETECTOR(S) INSTALLED IN THE PREMISES.** Park Attendant agrees to inspect the smoke detector(s) installed in the Premises at the beginning of Park Attendant's possession and at regular intervals of one (1) month thereafter to determine that such smoke detector(s) is in good working order. Park Attendant agrees to bear the cost of repairing or replacing the smoke detector(s). Requests for inspection or repair of the smoke detector or installation of any security device must be in writing.

19. NOTICES. Notices to Park Attendant shall he by certified mail or other delivery to the Premises at the below address, or such other address as given by Park Attendant to County in writing. Notices to County shall be by certified mail to the following address, with a copy of same to the Williamson County Attorney.

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

With a copy to: Williamson County Parks Director
219 Perry Mayfield
Leander, TX 78641

PARK ATTENDANT: Leroy Smith
Berry Springs Park
1801 County Road 152
Georgetown, Texas 78626

20. REPORTS OF ACCIDENTS. Within 24 hours after Park Attendant becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any person in, on or around the Premises, whether or not it results from or involves any action or failure to act by the Park Attendant, the Park Attendant shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Park Attendant shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Park Attendant or received by it in connection with any matter before any court arising in relation to any injury to the person or property of any person in, on or around the Premises.

21. DEFAULT BY COUNTY. In the event of breach by County of any covenant, warranty, term or obligation of this Agreement, County's failure to cure same or commence a good faith effort to cure same within 30 days after written notice thereof by Park Attendant shall be considered a default and shall entitle Park Attendant to either terminate this Agreement or cure the default at its sole cost. Park Attendant hereby acknowledges that such right to terminate or cure the default shall be the sole remedies available in the event County breaches this Agreement and fails to cure as set forth in this provision. If any utility services furnished by County are interrupted and continue to be interrupted despite the good faith efforts of the County to remedy same, County shall not be liable in any respect for damages to the person or property of Park Attendant or Park Attendants employees, agents, or guests, and same shall not be construed as grounds to terminate this Agreement.

22. DEFAULT BY PARK ATTENDANT. Park Attendant hereby acknowledges and agrees that if Park Attendant fails to comply with any covenant, warranty, term or obligation of this Agreement, such failure shall be deemed to be a material breach of this Agreement. Furthermore, if Park Attendant fails to comply with any covenant, warranty, term or obligation of this Agreement or any present rules and regulations or any that may be hereafter prescribed by County, or if Park Attendant fails to comply with any duties imposed on Park Attendant by law, County may immediately terminate this Agreement and/or avail itself of any remedies that may be available at law or in equity. If County decides that Park Attendant should be allowed the opportunity to correct the noncompliance, County may deliver a written notice specifying the noncompliance and allowing ten (10) days within which it may be corrected. If compliance is not made within said period, County may then terminate this Agreement and/or avail itself of any remedies that may be available at law or in equity.

23. TERMINATION OF EMPLOYMENT. This Agreement shall terminate immediately upon Park Attendant's termination, retirement or resignation from employment with County. County may terminate this Agreement due to a change in Park Attendant's employment position with Williamson County. In the event this Agreement is terminated pursuant to this provision, Park Attendant shall have fourteen (14) days to vacate the Premises, unless the parties agree otherwise in writing.

24. TERMINATION FOR CONVENIENCE. Either party may terminate this Agreement, for convenience and without cause or further liability, upon thirty (30) calendar day's written notice to the other party.

25. RIGHT OF ENTRY. County shall have the right during normal business hours to enter the Premises: (a) to inspect the general condition and state of repair thereof; (b) to make repairs required or permitted under this Agreement; or (c) for any other reasonable purpose.

26. WAIVER OF BREACH; NO WAIVER OF IMMUNITIES. The waiver by County of any breach of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this Agreement. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

27. TIME OF ESSENCE. Time is expressly declared to be of the essence in this Agreement.

28. BINDING OF HEIRS AND ASSIGNS. All provisions of this Agreement shall extend to and bind not only the parties to this Agreement, but to each and every one of the heirs, executors, representatives, successors, and assigns of County and Park Attendant.

29. NO THIRD PARTY BENEFICIARIES. This Agreement is for the sole and exclusive benefit of the Park Attendant and County, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person or entity any rights, remedies or any other type or types of benefits.

30. RIGHTS AND REMEDIES CUMULATIVE. The rights and remedies provided to County under this Agreement are cumulative and the County's use of any one right or remedy shall not preclude or waive County's right to use any or all other remedies. Said rights and remedies are given to County in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

31. TEXAS LAW TO APPLY. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Venue shall lie and be exclusively in Williamson County, Texas.

32. SEVERABILITY; LEGAL CONSTRUCTION. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

33. ENTIRE AGREEMENT. This Agreement constitutes the sole and only agreement of the parties to this Agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. No amendment, modification,

or alteration of the terms hereof shall be binding unless it is in writing, dated subsequent to the date hereof, and duly executed by the parties.

EXECUTED this the _____ day of _____ 20_____.

PARK ATTENDANT:

By: _____

Printed Name: Leroy Smith

COUNTY:

Williamson County, Texas, a political subdivision
of the State of Texas

By: _____
Williamson County Judge

Commissioners Court - Regular Session **25.**

Meeting Date: 04/04/2023

Approval of Exemption of Emergency Services Agreement for Barbed Wire Fence with Lott Fence for Road and Bridge Department

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving ratification of agreement #2023173 between Williamson County and Danne Cranor d/b/a Lott Fence for emergency installation and purchase of Barbed Wire Fencing at Debris Burn site due to winter storm Mara in the amount of $15,726.54 and exempting from the competitive bid/proposal requirements pursuant to the discretionary exemption as set forth under Texas Local Government Code § 262.024 (a)(2) [an item necessary to preserve and protect the public health or safety or the residents of the county].

Background

This Emergency Services Agreement is for the purchase and installation of Barbed Wire Fencing at the Debris Burn Site located at 1400 NE Inner Loop, Georgetown, TX 78626. The agreement has been signed by the Judge due to immediate need to secure the site. Legal and Budget have reviewed. Funding Source: 01.0100.0409.004987; Point of Contact: Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Emergency Agreement Lott Fence

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/29/2023 04:03 PM
County Judge Exec Asst.	Becky Pruitt	03/30/2023 09:04 AM
Form Started By: Kerstin Hancock		Started On: 03/28/2023 09:24 AM
Final Approval Date: 03/30/2023		

WILLIAMSON COUNTY
EMERGENCY SERVICES CONTRACT
(Danne Cranor d/b/a LOTT FENCE)

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

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Danne Cranor d/b/a LOTT FENCE** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include but are not limited to the services and work described in the attached Quote(s)/Proposal(s) being marked as **Exhibit "A,"** which is incorporated herein to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Goods: Service Provider shall provide County the goods described in the attached Quote(s)/Proposal(s) being marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the County's solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in **Exhibit "A"**, such additional goods shall be described in a separate written amendment to this Contract wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to this Contract has been signed by both parties.

III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below ("Effective Date") and shall continue until the Project Completion Date set out on the signature page hereinbelow or when terminated pursuant to this Contract, whichever event occurs first.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein as set out in **Exhibit "A"**. The amount of compensation paid to Service Provider for the services shall be capped at Fifteen Thousand Seven Hundred Twenty-Six Dollars and Fifty-Four Cents ($15,726.54). Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY

WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

VII.

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

VIII.

Compliance With All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Service Provider for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

The County also reserves the right to terminate the Contract for default if Service Provider breaches any of the Contract specifications, terms and conditions, including warranties of the Service Provider, if any, or if the Service Provider becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and

all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section

2252.152 of the Texas Government Code.

XVII.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: Williamson County Vendor Reimbursement Policy.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

A. As described in the attached Quote(s)/Proposal(s), and being marked **Exhibit "A,"** which is incorporated to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable.

The County reserves the right and sole discretion to determine the controlling provisions where there

is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXII.

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

XIII.

REQUIRED FEMA CONTRACT PROVISIONS

The undersigned Service Provider agrees to comply with the following FEMA Required Contract Provisions to the extent that such provisions are applicable under the Contract. For purposes of these FEMA Required Contract Provisions, any reference to "Contractor" shall also mean and include "Service Provider" under this Contact.

SECTION I. EQUAL EMPLOYMENT OPPORTUNITY

a. The following Section (Equal Employment Opportunity) is applicable for construction contracts.

   i. Construction Work. The regulation at 41 C.F.R.§60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

b. During the performance of this contract, the contractor agrees as follows:

   1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

      Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

   Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

   The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

   The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

   The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these

undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

SECTION II. DAVIS-BACON ACT (*Applicable for Construction Contracts over $2,000*)

a. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contract Recipient shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

SECTION III. COPELAND ANTI-KICKBACK ACT (*Applicable for Construction Contacts over $2,000*)

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C.§3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in C.F.R. § 5.122.

SECTION IV. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

SECTION V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. The following Section (Contract Work Hours and Safety Standards Act) is applicable for contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers.

b. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

c. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) of this section.

d. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (c) of this section.

e. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) through (e) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b) through (e) of this section.

SECTION VI. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT *(Applicable to Contracts over $150,000)*

a. Clean Air Act:

i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

ii. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office.

iii. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

b. Federal Water Pollution Act:

i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

ii. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office.

iii. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

SECTION VII. DEBARMENT AND SUSPENSION (*Applicable to Contracts over $25,000*)

a. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to the remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

SECTION VIII. BYRD ANTI-LOBBYING AMENDMENT (Applicable to Contracts over $100,000)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification with the County. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

SECTION IX. PROCUREMENT OF RECOVERED MATERIALS (*Applicable to Contracts over $10,000 and involves use of certain materials designated by EPA*)

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

   i. Competitively within a timeframe providing for compliance with the contract performance schedule;

   ii. Meeting contract performance requirements; or

   iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

c. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

SECTION X. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

b. Prohibitions:

   i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. §200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

   ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan agreement from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contact to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions:
   i. This clause does not prohibit contractors from providing:
      1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
      2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
   ii. By necessary implication and regulation, the prohibitions also do not apply to:
      1. Covered telecommunications equipment or services that:
         a. Are not used as a substantial or essential component of any system; and
         b. Are not used as critical technology of any system.
      2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting Requirement.
   i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contact performance, or the contractor is notified of such by a

subcontractor as any tier or by any other source, the contractor shall report the information in paragraph (d)(ii) of this clause to the recipient or subrecipient, unless elsewhere in this contact are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(i) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known) supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number; or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

2. Within 10 business days of submitting the information in paragraph (d)(ii)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission od covered telecommunications equipment or services.

e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

SECTION XI. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

b. For purposes of the clause:

i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. Manufactured products means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastic and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[SIGNATURE PAGE TO FOLLOW]

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

WILLIAMSON COUNTY:

Bill Gravell Jr.

Judge Bill Gravell, Jr.
Williamson County Judge

Date: Mar 28, 2023 ____, 20____

SERVICE PROVIDER:

Danne Cranor d/b/a LOTT FENCE
Name of Service Provider

Danne Cranor
Authorized Signature

Danne Cranor
Printed Name

Date: March 28, 2023

Project Completion Date: The Services set out in **Exhibit "A"** shall be completed by Service Provider on or before **30** calendar days.

EXHIBIT A

LOTT FENCE

P.O. Box 1597 • Round Rock, Texas 78680
(512) 845-4719 • LottFence@aol.com
www.LottFence.com

CONTRACT Date 3-23-23

Name Williamson County Erected At 1400 NE Inner Loop

Bill To _____ City _____ State/Zip _____

This contract is made with the understanding and agreement that the Purchaser will locate and make plainly visible all property pins or place stakes for all end, corner and gate posts for the erection or repair of the fence. The Purchaser also assumes full responsibility for same thus Lott Fence is relieved of all liability for placement of fence. The lines for the erection or repair of the fence will be cleared by the Purchaser. Lott Fence is not responsible for any damages to underground installations such as sprinklers, waterlines, cables, sewers, wiring, pipes, tubing, conduits, drains, or such unless location of said installations are plainly marked off above ground as to their exact location. Fencing and especially wood fences are not free from knots, splits, wane, spikes, checking, warps, stains, gouges, cherl, spots, cracks, and other imperfections. A fence is not a substitute for landscaping. In reference to fence line grade, uneven terrain will have more grade breaks while flatter surfaces will have fewer grade changes. Ground is never "bubble level" or "straight" in dealing with fence line grade. The bottoms of fences sometimes have ground contact in areas, and fence bottoms often have gaps in other locations due to grade. Lott Fence is never responsible for closing gaps at the bottom of a fence or a gate. All information printed here is accepted by the Purchaser.

1918 FT. 52"± PK HIGH Five Strand Barbed Wire FENCE @ _____ FT. $_____
5 strand, 4 point 15.5 gauge barbed wire steel clipped on approx 10.5" spacing
Barbed wire is E.H. which is the highest galvanization @ _____ EA. $_____

DOUBLE DRIVE GATE(S) @ _____ EA. $_____
Tee posts 100' or less centers | H-strength 3½ OD x 11.3 lbs/ft x 8' set in our Lottmix concrete. Strength posts set 100' or less intervals

_____ FT. _____ FT. HIGH CHAIN LINK FENCE _____ GAUGE FABRIC @ _____ FT. $_____

LINEPOST SIZE (O.D. X LENGTH) _____ x _____ GAUGE _____

TOP RAIL SIZE (O.D. X LENGTH) _____ x _____ GAUGE _____

4 TERMINALS (O.D. X LENGTH) 4" x 8' GAUGE Prillstem @ _____ EA. $_____
Hinge Posts

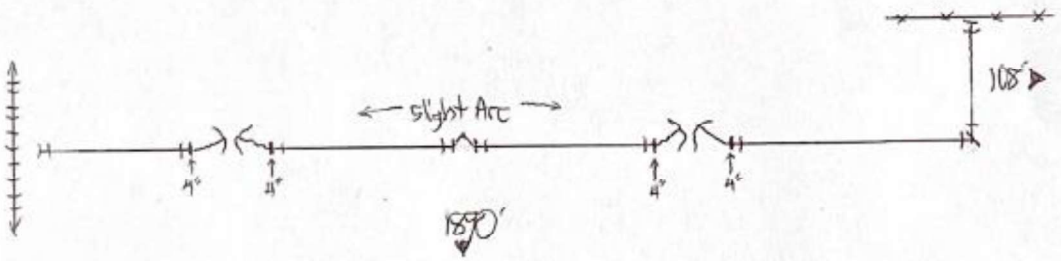
2-Double Swing GATE(S) 15' FRAME SIZE 40" OPENING 50" HIGH @ _____ EA. $_____
(9-20 Foogs)

_____ GATE(S) _____ FRAME SIZE _____ OPENING _____ HIGH @ _____ EA. $_____

DETAILS: 10-H braces (2⅜" x Prillstem Posts Except For 4 posts will @ _____ PR. $_____
DETAILS: be 4" OD x Prillstem x 8' For Hinge Posts) 2⅜" x Prillstems @ _____ PR. $_____
DETAILS: welded horizontals. All H braces set in our Lottmix @ _____ PR. $_____
DETAILS: Concrete. Pin layout for Wilco Tools & Bridge. @ _____ PR. $_____

▲ = DENOTES FINISH SIDE (Non-post side) **DIAGRAM** TOTAL CONTRACT $ 15726.54
TAX EXEMPT

North



NE Inner Loop

TERMS: Payment of total balance is due immediately upon completion of job.
MECHANICS LIEN: All materials supplied shall remain the property of Lott Fence until all sums due are paid in full.

Accepted By Purchaser _____

Home # _____ Work # _____

Fax # _____ Other # _____

LOTT FENCE

Commissioners Court - Regular Session **26.**

Meeting Date: 04/04/2023

Approval of Contract #T3485 Renewal 2 for Crack Seal Services with RHB Construction for 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 Contract #T3485 Crack Seal Services, renewal option period #2, for the same pricing, terms and conditions as the existing contract with RHB Construction for the term of 5/21/23 - 5/20/24.

Background

This is the second (2) and final renewal period for this contract. The Road and Bridge Department has confirmed that the vendor met all the County requirements on this contract and requests renewal. Funding Source 01.0200.0210.003599. Department 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	03/23/2023 06:38 AM
County Judge Exec Asst.	Becky Pruitt	03/23/2023 09:48 AM
Form Started By: Kim Chappius		Started On: 03/21/2023 01:21 PM
Final Approval Date: 03/23/2023		

WILLIAMSON COUNTY
1848

Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	T3485	**Department:**	ROAD AND BRIDGE
Vendor Name:	RHB CONSTRUCTION		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #1- CRACK SEAL SERVICES			
Type of Contract:	IFB	**Start Date:**	5/21/2023
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	5/20/2024
Department Contact:	KELLY MURPHY		

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 2nd of TWO (2) ONE (1) year renewal option periods:**

Renewal Option Period 2	MAY 21, 2023 – MAY 20, 2024
Renewal Option Period 1	MAY 21, 2022 – MAY 20, 2023
Initial Contract Period	MAY 21, 2021 – MAY 20, 2022

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor RHB Construction

Name Tracey Hummel

Title President

Signature

Date 03-10-2023

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Mobilization	1	EA	10,000
2	Cost per crew (as defined in the General Notes and Technical Specs)	1500 HRS	Hour	249.75

Commissioners Court - Regular Session **27.**

Meeting Date: 04/04/2023

Authorize executing agreements under IFB 23IFB21 and 23IFB34 for HNTB

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on executing the agreements under IFB# 23IFB21 Ronald Reagan Blvd at Elizabeth Park Temporary Signals to the lowest and best bidder, The Levy Company and IFB# 23IFB34 CR307 to Joe Bland Construction.

Background

Williamson County awarded IFB 23IFB33 on February 28, 2023, and IFB 23IFB34 on March 07, 2021. The wording for “execution of the agreement” was omitted in the original motions. The agreements are not attached to the agenda item requests and HNTB normally gathers the signatures after the motion is passed. Those signed agreements are then entered in the minutes. Moving forward, the new agreements will be attached to the initial agenda item requests. The point of Contact is HNTB.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/30/2023 08:40 AM
County Judge Exec Asst.	Becky Pruitt	03/30/2023 09:03 AM
Form Started By: Johnny Grimaldo		Started On: 03/30/2023 08:27 AM
Final Approval Date: 03/30/2023		

Commissioners Court - Regular Session **28.**

Meeting Date: 04/04/2023

Final plat for the Lariat Section 5 subdivision – Pct 2

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Lariat Section 5 subdivision – Precinct 2.

Background

This is the next section of the Lariat (aka Northgate Ranch Phase 2) development. It consists of 37 lots, 1 drainage lot, 3 open space lots, 1 landscape lot and 2,850 linear feet of new roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $1,064,366.09 has been posted with the County to cover the cost of the remaining construction.

Timeline

2022-08-19 – initial submittal of the final plat
2022-09-16 – 1st review complete with comments
2022-10-31 – 2nd submittal of final plat
2022-11-15 – 2nd review complete with comments
2023-01-26 – 3rd submittal of final plat
2023-02-10 – 3rd review complete with comments
2023-03-22 – 4th submittal of final plat with signatures
2023-03-29 – 4th review complete with comments clear
2023-03-26 – final plat placed on the April 4, 2023 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Lariat Ph 2 Sec 5

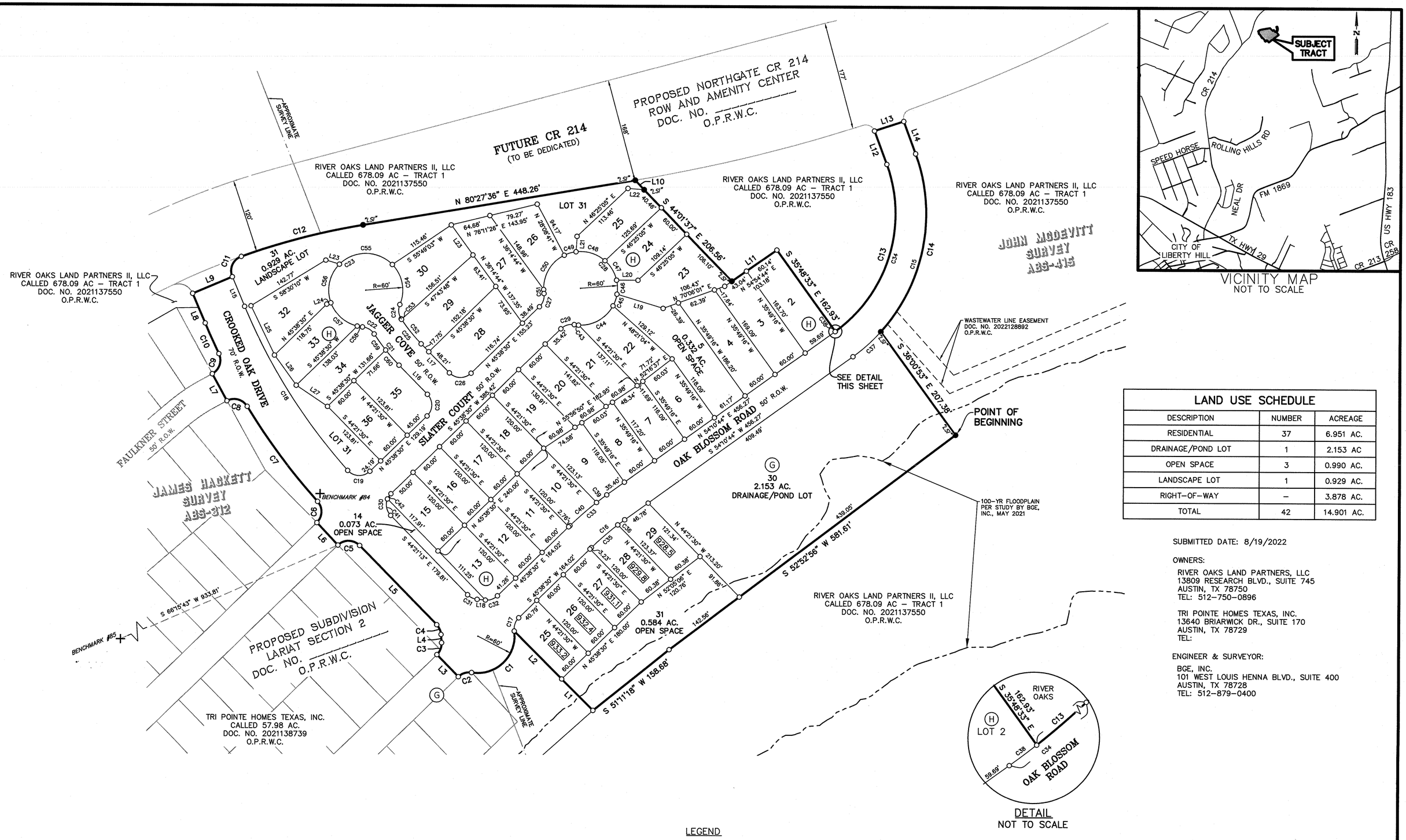
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/30/2023 11:53 AM
Form Started By: Adam Boatright		Started On: 03/30/2023 11:46 AM
Final Approval Date: 03/30/2023		

FINAL PLAT

LARIAT SECTION 5

A SUBDIVISION OF 14.901 ACRES OF LAND
LOCATED IN THE
JAMES HACKETT SURVEY, A-312, JOHN MCDEVITT
SURVEY A-415, IN WILLIAMSON COUNTY, TEXAS.



VICINITY MAP
NOT TO SCALE

DETAIL
NOT TO SCALE

LAND USE SCHEDULE

DESCRIPTION	NUMBER	ACREAGE
RESIDENTIAL	37	6.951 AC.
DRAINAGE/POND LOT	1	2.153 AC
OPEN SPACE	3	0.990 AC.
LANDSCAPE LOT	1	0.929 AC.
RIGHT-OF-WAY	–	3.878 AC.
TOTAL	42	14.901 AC.

SUBMITTED DATE: 8/19/2022

OWNERS:

RIVER OAKS LAND PARTNERS, LLC
13809 RESEARCH BLVD., SUITE 745
AUSTIN, TX 78750
TEL: 512-750-0896

TRI POINTE HOMES TEXAS, INC.
13640 BRIARWICK DR., SUITE 170
AUSTIN, TX 78729
TEL:

ENGINEER & SURVEYOR:

BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
TEL: 512-879-0400

LEGEND

DOC.	DOCUMENT
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
"1/2" ●	FOUND 1/2" IRON ROD WITH LANDESIGN CAP
O	SET 1/2" IRON ROD W/ "BGE INC" CAP
ELEV	MINIMUM FINISHED FLOOR ELEVATION
BENCHMARK #84 +	BENCHMARK

BEARING BASIS NOTE:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD-83. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 1.00014679.

SITE BENCHMARKS

POINT NO.	GRID NORTHING	GRID EASTING	ELEVATION	DESCRIPTION
84	10,227,260.20	3,060,443.96	952.97'	MAG NAIL SET ON STORM INLET
85	10,226,800.86	3,059,618.71	971.78'	MAG NAIL SET ON STORM INLET
TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83, NAVD88.				

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

C:\Users\gneumann\AppData\Local\Temp\AcPublish_22216\39052-00 Northgate_Ph2_SEC 5.dwg, 3/10/2023 10:22 AM, gneumann, 1:0

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	113.03'	60.00'	107°56'10"	N 45°38'30" E	97.04'
C2	23.55'	25.00'	53°58'05"	S 72°37'32" W	22.69'
C3	21.57'	25.00'	49°26'04"	N 20°55'28" E	20.91'
C4	17.70'	25.00'	40°33'56"	N 24°04'32" W	17.33'
C5	39.27'	25.00'	90°00'00"	N 89°21'30" W	35.36'
C6	38.25'	25.00'	87°39'38"	N 01°48'41" E	34.63'
C7	192.78'	1,035.00'	10°40'18"	S 36°40'59" E	192.50'
C8	38.09'	25.00'	87°17'47"	N 74°59'43" W	34.51'
C9	38.09'	25.00'	87°17'47"	N 17°42'30" E	34.51'
C10	54.56'	1,035.00'	3°01'14"	S 24°25'47" E	54.56'
C11	40.62'	25.00'	93°05'05"	S 23°37'23" W	36.29'
C12	204.83'	1,140.00'	10°17'41"	S 75°18'46" W	204.56'
C13	305.47'	235.00'	74°28'42"	N 16°50'22" E	284.42'
C14	310.10'	285.00'	62°20'33"	N 10°46'18" E	295.03'
C15	370.97'	285.00'	74°34'42"	N 16°53'23" E	345.33'
C16	70.78'	475.00'	8°32'14"	S 49°54'37" W	70.71'
C17	23.55'	25.00'	53°58'05"	S 18°39'27" W	22.69'
C18	316.65'	965.00'	18°48'03"	S 32°19'11" E	315.23'
C19	40.42'	25.00'	92°38'18"	S 88°02'21" E	36.16'
C20	39.27'	25.00'	90°00'00"	N 00°38'30" E	35.36'
C21	64.96'	325.00'	11°27'11"	S 38°37'55" E	64.86'
C22	22.85'	25.00'	52°21'25"	N 59°05'02" W	22.06'
C23	301.48'	60.00'	287°53'30"	S 58°40'57" W	70.63'
C24	24.51'	25.00'	56°10'10"	S 05°27'23" E	23.54'
C25	51.92'	275.00'	10°49'03"	S 38°56'59" E	51.84'
C26	39.27'	25.00'	90°00'00"	S 89°21'30" E	35.36'
C27	23.55'	25.00'	53°58'05"	N 18°39'27" E	22.69'
C28	301.53'	60.00'	287°56'10"	N 44°21'30" W	70.59'
C29	23.55'	25.00'	53°58'05"	S 72°37'33" W	22.69'
C30	39.27'	25.00'	90°00'00"	S 00°38'30" W	35.36'
C31	17.65'	25.00'	40°27'02"	S 64°40'33" E	17.29'
C32	21.58'	25.00'	49°27'26"	N 70°22'13" E	20.92'
C33	78.23'	525.00'	8°32'14"	S 49°54'37" W	78.15'
C34	305.89'	235.00'	74°34'42"	N 16°53'23" E	284.74'
C35	56.91'	475.00'	6°51'53"	S 49°04'26" W	56.88'
C36	13.87'	475.00'	1°40'21"	S 53°20'33" W	13.87'
C37	60.86'	285.00'	12°14'10"	N 48°03'39" E	60.75'
C38	0.41'	235.00'	0°06'00"	N 54°07'44" E	0.41'
C39	20.87'	525.00'	2°16'40"	S 53°02'24" W	20.87'
C40	57.36'	525.00'	6°15'34"	S 48°46'17" W	57.33'
C41	28.98'	25.00'	66°25'19"	S 11°08'51" E	27.39'
C42	10.29'	25.00'	23°34'41"	S 33°51'09" W	10.22'
C43	6.89'	60.00'	6°34'37"	S 83°40'44" E	6.88'
C44	68.00'	60.00'	64°56'15"	N 60°33'50" E	64.42'
C45	20.09'	60.00'	19°11'17"	N 18°30'04" E	20.00'
C46	22.85'	60.00'	21°49'17"	N 02°00'13" W	22.71'
C47	37.58'	60.00'	35°53'23"	N 30°51'33" W	36.97'
C48	50.64'	60.00'	48°21'15"	N 72°58'52" W	49.15'
C49	20.09'	60.00'	19°11'17"	S 73°14'52" W	20.00'
C50	68.91'	60.00'	65°48'06"	S 30°45'11" W	65.18'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C51	6.47'	60.00'	6°10'43"	S 05°14'14" E	6.47'
C52	51.02'	275.00'	10°37'48"	S 39°02'36" E	50.95'
C53	0.90'	275.00'	0°11'15"	S 33°38'05" E	0.90'
C54	70.09'	60.00'	66°55'50"	N 10°50'13" W	66.17'
C55	95.41'	60.00'	91°06'24"	N 89°51'20" W	85.67'
C56	67.77'	60.00'	64°43'07"	S 12°13'55" W	64.23'
C57	59.49'	60.00'	56°48'18"	S 48°31'47" E	57.08'
C58	8.72'	60.00'	8°19'51"	S 81°05'52" E	8.72'
C59	32.06'	325.00'	5°39'05"	S 35°43'52" E	32.04'
C60	32.91'	325.00'	5°48'06"	S 41°27'27" E	32.89'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 44°52'01" W	72.11'
L2	N 44°53'10" W	109.71'
L3	N 44°21'30" W	50.00'
L4	N 03°47'34" W	13.44'
L5	N 44°21'30" W	179.79'
L6	N 43°20'46" W	50.01'
L7	N 28°38'37" W	50.00'
L8	N 22°55'10" W	52.24'
L9	N 67°04'50" E	70.00'
L10	S 43°22'49" E	21.07'
L11	N 54°54'44" E	89.00'
L12	N 20°23'59" W	58.01'
L13	N 71°54'41" E	50.04'
L14	S 20°23'59" E	55.99'
L15	N 22°55'10" W	52.24'
L16	N 44°21'30" W	65.95'
L17	S 44°21'30" E	65.95'
L18	S 84°54'04" E	13.47'
L19	N 73°09'14" W	78.42'
L20	S 89°59'54" W	34.72'
L21	N 03°19'38" E	25.15'
L22	S 85°42'04" E	26.35'
L23	N 73°16'44" W	23.00'
L24	N 71°44'54" E	6.98'
L25	S 25°46'00" E	88.84'
L26	S 35°57'30" E	60.65'
L27	S 56°01'11" E	61.26'

LEGAL DESCRIPTION

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE JAMES HACKETT SURVEY, ABSTRACT NO. 312, AND THE JOHN MCDEVITT SURVEY, ABSTRACT NO. 415, SITUATED IN WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE CALLED 57.98 ACRE TRACT OF LAND AS CONVEYED TO TRI POINTE HOMES TEXAS, INC. BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021138739 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF THE REMAINDER OF A CALLED 678.09 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 AS CONVEYED TO RIVER OAKS LAND PARTNERS II, LLC, A TEXAS LIMITED LIABILITY COMPANY, BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021137550 OF THE OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2–INCH IRON ROD WITH CAP STAMPED "LSI SURVEY" FOUND AT THE EASTERLY CORNER OF THE ABOVE DESCRIBED TRI POINTE HOMES OF TEXAS, INC. 57.98 ACRE TRACT, FOR THE MOST EASTERLY CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHEASTERLY LINE OF SAID TRI POINTE HOMES OF TEXAS, INC 57.98 ACRE TRACT THE FOLLOWING TWO (2) COURSES:

1) S 52°52'56" W A DISTANCE OF 581.61 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT; AND

2) S 51°11'18" W A DISTANCE OF 158.68 FEET TO A 1/2–INCH ROD WITH CAP STAMPED "BGE INC" SET FOR THE MOST EASTERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING THE SOUTHEASTERLY LINE OF SAID TRI POINTE HOMES OF TEXAS, INC 57.98 ACRE TRACT, CROSSING OVER AND ACROSS SAID TRI POINTE HOMES OF TEXAS, INC 57.98 ACRE TRACT THE FOLLOWING SEVENTEEN (17) COURSES:

1) N 44° 52' 01" W FOR A DISTANCE OF 72.11 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

2) N 44° 53' 10" W FOR A DISTANCE OF 109.71 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

3) ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 113.03 FEET, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 107°56'10" AND CHORD WHICH BEARS S 45°38'30" W, A DISTANCE OF 97.04 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF REVERSE CURVATURE;

4) ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 23.55 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 53°58'05" AND CHORD WHICH BEARS S 72°37'32" W, A DISTANCE OF 22.69 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER, OF THE HEREIN DESCRIBED TRACT;

5) N 44°21'30" W A DISTANCE OF 50.00 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

6) ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 21.57 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 49°26'04" AND CHORD WHICH BEARS N 20°55'28" E, A DISTANCE OF 20.91 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF TANGENCY;

7) N 3°47'34" W A DISTANCE OF 13.44 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF CURVATURE OF A CURVE TO THE LEFT;

8) ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 17.70 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 40°33'56" AND CHORD WHICH BEARS N 24°04'32" W, A DISTANCE OF 17.33 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF TANGENCY;

9) N 44°21'30" W A DISTANCE OF 179.79 FEET TO A 1/2–INCH IRON ROD CAP STAMPED "BGE INC" SET FOR A POINT OF CURVATURE OF A CURVE TO THE LEFT;

10) ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 39.27 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND CHORD WHICH BEARS N 89°21'30" W, A DISTANCE OF 35.36 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

11) N 43°20'46" W A DISTANCE OF 50.01 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

12) ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 38.25 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87°39'38" AND CHORD WHICH BEARS N 1°48'41" E, A DISTANCE OF 34.63 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF REVERSE CURVATURE;

13) ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 192.78 FEET, HAVING A RADIUS OF 1,035.00 FEET, A CENTRAL ANGLE OF 10°40'18" AND CHORD WHICH BEARS N 36°40'59" W, A DISTANCE OF 192.50 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF REVERSE CURVATURE;

14) ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 38.09 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87°17'47" AND CHORD WHICH BEARS N 74°59'43" W, A DISTANCE OF 34.51 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

15) N 28°38'37" W A DISTANCE OF 50.00 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" FOR AN EXTERNAL CORNER OF THE HEREIN DESCRIBED TRACT;

16) ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 38.09 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87°17'47" AND CHORD WHICH BEARS N 17°42'30" E, A DISTANCE OF 34.51 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF REVERSE CURVATURE; AND

17) ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 54.56 FEET, HAVING A RADIUS OF 1,035.00 FEET, A CENTRAL ANGLE OF 3°01'14" AND CHORD WHICH BEARS N 24°25'47" W, A DISTANCE OF 54.56 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC";

THENCE, CONTINUING OVER AND ACROSS SAID TRI POINTE HOMES OF TEXAS, INC 57.98 ACRE TRACT, OVER AND ACROSS SAID RIVER OAKS LAND PARTNERS II, LLC 678.09 ACRE TRACT, N 22°55'10" W, A DISTANCE OF 52.24 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR THE WESTERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID RIVER OAKS LAND PARTNERS II, LLC 678.09 ACRE TRACT THE FOLLOWING TWO (2) COURSES:

1) N 67°04'50" E A DISTANCE OF 70.00 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT; AND

2) ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 40.62 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°05'05" AND CHORD WHICH BEARS N 23°37'23" E, A DISTANCE OF 36.29 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET ON THE FUTURE COUNTY ROAD 214 SOUTHERLY RIGHT–OF–WAY LINE, FOR A POINT OF COMPOUND CURVATURE;

THENCE, WITH THE FUTURE COUNTY ROAD 214 SOUTHERLY RIGHT–OF–WAY LINE, CONTINUING OVER AND ACROSS SAID RIVER OAKS LAND PARTNERS II, LLC 678.09 ACRE TRACT THE FOLLOWING TWO (2) COURSES:

1) ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 204.83 FEET, HAVING A RADIUS OF 1,140.00 FEET, A CENTRAL ANGLE OF 10°17'41" AND CHORD WHICH BEARS N 75°18'46" E, A DISTANCE OF 204.56 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "LSI SURVEY" FOUND FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT; AND

2) N 80°27'36" E A DISTANCE OF 448.26 FEET TO A FOUND 1/2–INCH IRON ROD WITH CAP STAMPED "LSI SURVEY" FOUND FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING THE SOUTH RIGHT–OF–WAY LINE OF SAID FUTURE COUNTY ROAD 214, CONTINUING OVER AND ACROSS SAID RIVER OAKS LAND PARTNERS II, LLC 678.09 ACRE TRACT, S 43°22'49" E, A DISTANCE OF 21.07 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "LSI SURVEY" FOUND AT A NORTH CORNER OF SAID TRI POINTE HOMES OF TEXAS, INC 57.98 ACRE TRACT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH A NORTHEAST LINE OF SAID TRI POINTE HOMES OF TEXAS, INC 57.98 ACRE TRACT THE FOLLOWING FIVE (5) COURSES:

1) S 44°01'37" E A DISTANCE OF 206.56 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "LSI SURVEY" FOUND FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

2) N 54°54'44" E A DISTANCE OF 89.00 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

3) S 35°48'33" E A DISTANCE OF 162.93 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

4) ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 305.47 FEET, HAVING A RADIUS OF 235.00 FEET, A CENTRAL ANGLE OF 74°28'42" AND CHORD WHICH BEARS N 16°50'22" E, A DISTANCE OF 284.42 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF TANGENCY; AND

5) N 20°23'59" W A DISTANCE OF 58.01 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET ON THE FUTURE COUNTY ROAD 214 SOUTHERLY RIGHT–OF–WAY LINE FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE FUTURE COUNTY ROAD 214 SOUTHERLY RIGHT–OF–WAY LINE, CONTINUING WITH THE NORTHERN LINE OF SAID TRI POINTE HOMES OF TEXAS, INC 57.98 ACRE TRACT, N 71°54'41" E, A DISTANCE OF 50.04 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR THE EASTERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING THE SOUTH RIGHT–OF–WAY LINE OF SAID FUTURE COUNTY ROAD 214, CONTINUING WITH THE NORTHERLY LINE OF SAID TRI POINTE HOMES OF TEXAS, INC 57.98 ACRE TRACT THE FOLLOWING THREE (3) COURSES:

1) S 20°23'59" E A DISTANCE OF 55.99 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF CURVATURE OF A CURVE TO THE RIGHT;

2) ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 310.10 FEET, HAVING A RADIUS OF 285.00 FEET, A CENTRAL ANGLE OF 62°20'33" AND CHORD WHICH BEARS S 10°46'18" W, A DISTANCE OF 295.03 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "LSI SURVEY" FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT; AND

3) S 36°00'53" E A DISTANCE OF 207.38 FEET TO THE POINT OF BEGINNING AND CONTAINING 14.901 ACRES OF LAND, MORE OR LESS.

FINAL PLAT

LARIAT SECTION 5

A SUBDIVISION OF 14.901 ACRES OF LAND
LOCATED IN THE
JAMES HACKETT SURVEY, A–312, JOHN MCDEVITT
SURVEY A–415, IN WILLIAMSON COUNTY, TEXAS.

STREET NAMES						
STREET	R.O.W. WIDTH	PAVEMENT WIDTH	CENTERLINE LENGTH	DESIGN SPEED	MAINTENANCE AUTHORITY	CLASSIFICATION
CROOKED OAK DRIVE	70 FEET	48 FEET	747 FEET	35 MPH	PUBLIC	COLLECTOR ROAD (URBAN)
JAGGER COVE	50 FEET	33 FEET	243 FEET	25 MPH	PUBLIC	LOCAL ROAD (URBAN)
SLATTER COVE	50 FEET	33 FEET	574 FEET	25 MPH	PUBLIC	LOCAL ROAD (URBAN)
FAULKNER STREET	50 FEET	33 FEET	59 FEET	25 MPH	PUBLIC	LOCAL ROAD (URBAN)
OAK BLOSSOM ROAD	50 FEET	33 FEET	1,227 FEET	25 MPH	PUBLIC	LOCAL ROAD (URBAN)
TOTAL LINEAR FEET OF NEW STREETS:			2,850 FEET			

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

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STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THAT TRI POINTE HOMES TEXAS, INC., A TEXAS CORPORATION, ACTING HEREBY AND THROUGH, JOHN STANLEY, VICE PRESIDENT – LAND ACQUISITION, OWNER OF 57.98 ACRES OF LAND AS CONVEYED TO IT BY SPECIAL WARRANTY DEEDS AS RECORDED IN DOCUMENT NUMBER 2021138739 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THAT RIVER OAKS LAND PARTNERS II, LLC, A TEXAS LIMITED LIABILITY COMPANY ACTING, HEREBY AND THROUGH RANDY ROLLO, IT'S MANAGER, OWNER OF THE REMAINDER OF 678.09 ACRES OF LAND AS CONVEYED TO IT BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021137550 OF THE OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS SAID LAND BEING OUT OF THE JAMES HACKETT SURVEY, ABSTRACT NO. 312, AND THE JOHN MCDEVITT SURVEY, ABSTRACT NO. 415, SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THOSE CERTAIN TRACTS OF LAND, AND THAT WE OWNERS OF SAID 14.901 ACRES AS SHOWN HEREON, DO HEREBY SUBDIVIDE AND 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:

LARIAT SECTION 5

WITNESS MY HAND, THIS THE 10 DAY OF March, 2023, A.D.

TRI POINTE HOMES TEXAS, INC, A TEXAS CORPORATION
13640 BRIARWICK DR., SUITE 170
AUSTIN, TX 78729

BY: TRI POINTE HOMES TEXAS, INC, A TEXAS CORPORATION

JOHN STANLEY
VICE PRESIDENT – LAND ACQUISITION

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED JOHN STANLEY, VICE PREISDENT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS — DATE 3/10/2023

Iris Leal
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 7-28-2024

IRIS LEAL
Notary Public, State of Texas
Comm. Expires 07-28-2024
Notary ID 130685944

WITNESS MY HAND, THIS THE 13 DAY OF March, 2023, A.D.

RIVER OAKS LAND PARTNERS II, LLC, A TEXAS LIMITED LIABILITY COMPANY
13809 RESEARCH BLVD., SUITE 745
AUSTIN, TX 78750

BY: RIVER OAKS LAND PARTNERS II, LLC
IT'S MANAGER

RANDY ROLLO, MANAGER

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED RANDY ROLLO, MANAGER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS — DATE 3-13-2023

Iris Leal
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 7-28-2024

IRIS LEAL
Notary Public, State of Texas
Comm. Expires 07-28-2024
Notary ID 130685944

FINAL PLAT

LARIAT SECTION 5

A SUBDIVISION OF 14.901 ACRES OF LAND
LOCATED IN THE
JAMES HACKETT SURVEY, A–312, JOHN MCDEVITT
SURVEY A–415, IN WILLIAMSON COUNTY, TEXAS.

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

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP NO. 48491C0235F, DATED DECEMBER 20, 2019.

A PORTION OF THIS SUBDIVISION LIES WITHIN THE STUDIED 100–YEAR FLOODPLAIN AS SHOWN ON THIS PLAT.

I, JOSEPH YAKLIN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

JOSEPH YAKLIN, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 107869
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

STATE OF TEXAS — JOSEPH A. YAKLIN — 107869 — LICENSED PROFESSIONAL ENGINEER — 3-21-23

DATE 3-21-23

I, JONATHAN O. NOBLES, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY, UNDER MY SUPERVISION.

JONATHAN O. NOBLES, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

STATE OF TEXAS — REGISTERED — JONATHAN O. NOBLES — 5777 — PROFESSIONAL LAND SURVEYOR

DATE 3/21/2023

NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE APPROVED WATER AND WASTEWATER SYSTEMS.
2. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY GEORGETOWN UTILITY SYSTEMS.
3. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY NORTH SAN GABRIEL MUD NO. 1.
4. ELECTRIC SERVICES FOR THIS SUBDIVISION WILL BE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE.
5. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
6. IT IS THE RESPONSIBILITY OF THE OWNERS, 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.
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.
8. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
9. 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 NO. 48491C0235F, DATED DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
10. BLOCK H LOTS 23 AND 25 MAY NOT BE FURTHER SUBDIVIDED.
11. A 25 FOOT FRONT YARD SETBACK FOR ALL LOTS IS REQUIRED PER WILLIAMSON COUNTY SUBDIVISION REGULATIONS.
12. A 25 FOOT BACK YARD SETBACK FOR LOTS BACKING CR 214 IS REQUIRED PER WILLIAMSON COUNTY SUBDIVISION REGULATIONS.
13. A TEN FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT–OF–WAY.
14. PER THE APPROVED DEVELOPMENT AGREEMENT, THE SOUTHERN TWO LANES OF CR 214 SHALL BE CONSTRUCTED AND PASS COUNTY INSPECTION PRIOR TO RECORDATION OF FINAL PLAT.
15. THE NORTHERN TWO LANES OF CR 214 SHALL BE CONSTRUCTED AND PASS COUNTY INSPECTION WHEN THE AVERAGE DAILY TRIPS FOR LARIAT REACHES 4,000 ADT.
16. DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROAD AND NOT TO CR 214, THE ADJACENT COUNTY ROAD.
17. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
18. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT–OF–WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
19. ALL STRUCTURES/OBSTRUCTIONS ARE PROHIBITED WITHIN DRAINAGE EASEMENTS.
20. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
21. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON–SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.1, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON–SITE STORMWATER DETENTION IF THE DEVELOPMENT RELEASES UNDETAINED STORMWATER DIRECTLY INTO A DETENTION EXEMPT STREAM REACH.
22. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY BGE, INC., DATED AUGUST 8TH, 2021
23. 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.
24. 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 VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.

ROAD NAME AND ADDRESS ASSIGNMENT VERIFIED THIS THE _____ DAY OF _____, 2021 A.D.

WILLIAMSON COUNTY ADDRESS COORDINATOR

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

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

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

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

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

DATE

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THAT I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____DAY OF_____ A.D., 20___, AT _____ O'CLOCK ____M. AND DULY RECORDED ON THE ____DAY OF _____, A.D., 20___, AT _____O'CLOCK ____M. IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NO._____.

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

NANCY RISTER, CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

C:\Users\gneumann\AppData\Local\Temp\AcPublish_22216\9052-00 Northgate_PH2_SEC 5.dwg, 3/10/2023 10:22 AM, gneumann, 1:0

Commissioners Court - Regular Session **29.**

Meeting Date: 04/04/2023

Replat of Lot 1 J A Needler 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 replat of Lot 1, J A Needler subdivision – Precinct 4.

Background

This subdivision consists of 2 lots and no new roads. The purpose of this replat is to further subdivide the existing single lot into 2 newly configured lots.

Timeline

2022-06-05 – initial submittal of the replat
2022-07-07 – 1st review complete with comments
2022-09-07 – 2nd submittal of replat
2022-09-21 – 2nd review complete with comments
2023-02-09 – 3rd submittal of replat
2023-02-24 – 3rd review complete with comments
2023-02-27 – 4th submittal of replat
2023-03-10 – 4th review complete with comments clear
2023-03-27 – replat received with signatures
2023-03-30 – replat placed on the April 4, 2023 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

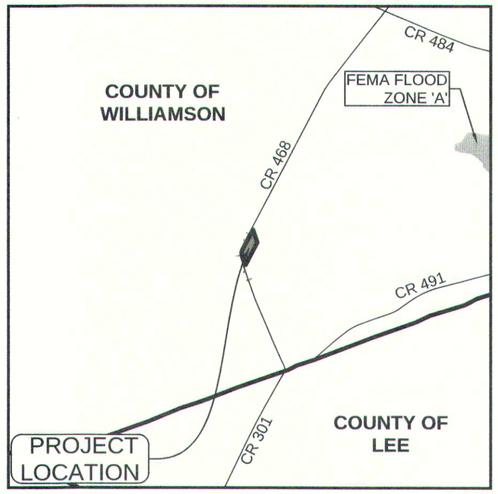
Attachments

replat - J A Needler Lot 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/30/2023 11:54 AM
Form Started By: Adam Boatright		Started On: 03/30/2023 11:49 AM
Final Approval Date: 03/30/2023		

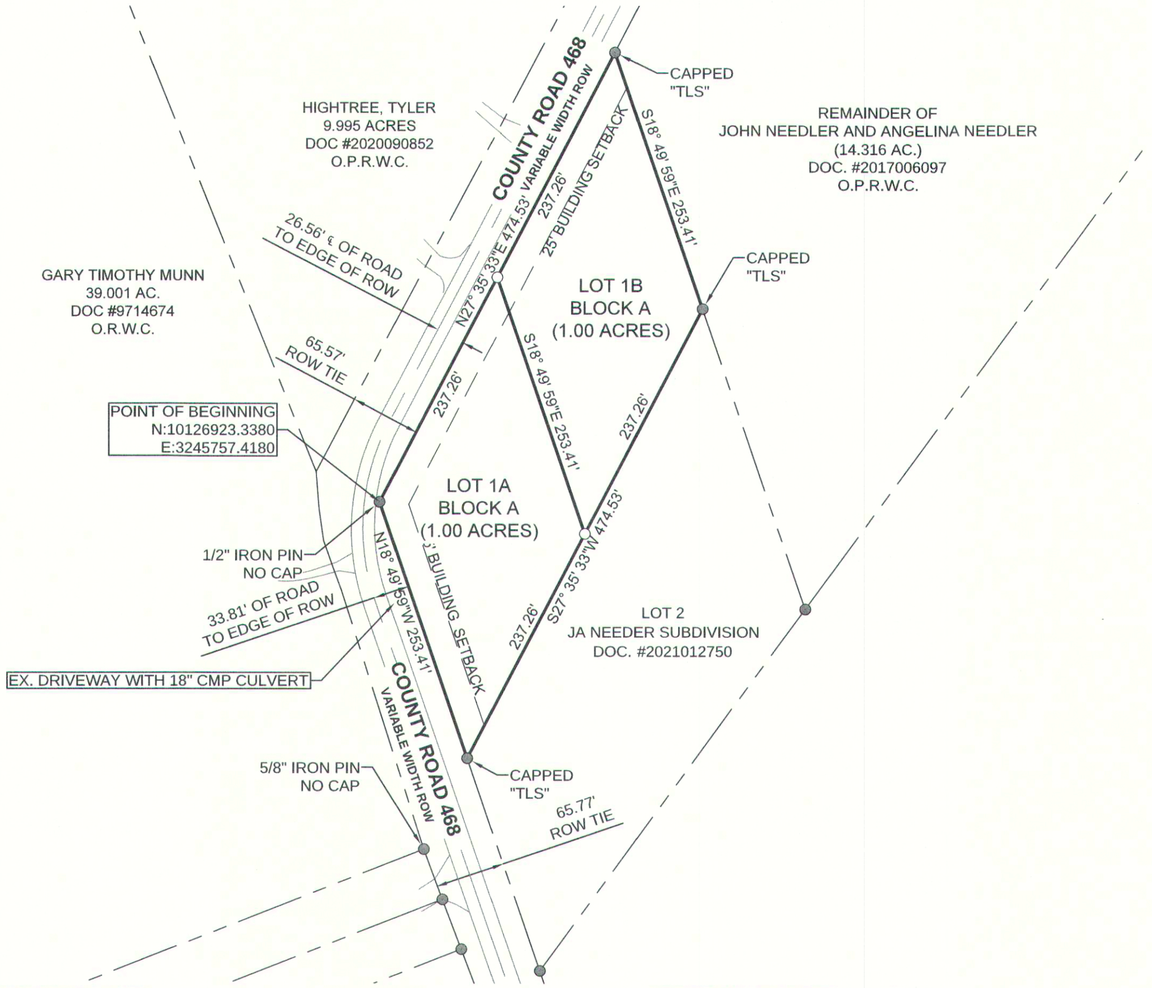
REPLAT
OF
LOT 1 OF THE J A NEEDLER SUBDIVISION



VICINITY MAP
SCALE: 1"=2,000'

LEGEND

- ○ IRON ROD SET, CAPPED "TLS"
- ● IRON ROD FOUND
- PROPOSED PARCEL LINES
- EXISTING PROPERTY LINES



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

FIELD NOTES:

BEING 2.00 ACRES OF LAND, MORE OR LESS, OUT OF THE THOMAS GRAVES SURVEY, ABSTRACT NO. 252, WILLIAMSON COUNTY, TEXAS, BEING LOT 1, BLOCK A, OF THE FINAL PLAT OF JA NEEDLER, SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, RECORDED AS DOCUMENT NUMBER 2021012750, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND FURTHER DESCRIBED BY THE METES AND BOUNDS AS FOLLOWS:

BEGINNING: AT A 1/2" IRON ROD WITH NO CAP THAT WAS FOUND IN THE EAST MARGIN OF COUNTY ROAD 468, BEING THE NORTHWEST CORNER OF SAID LOT 1, FOR THE NORTHWEST CORNER OF THIS TRACT, FROM WHICH A 1/2" IRON ROD WITH AN ILLEGIBLE PLASTIC CAP WAS FOUND FOR THE SOUTHWEST CORNER OF LOT 2, BLOCK A OF SAID JA NEEDLER SUBDIVISION BEARS: S 18°49'59" W 463.48 FEET;

THENCE: N 27°35'33" E 474.53 FEET WITH THE EAST MARGIN OF SAID COUNTY ROAD AND THE NORTH LINE OF SAID LOT 1 TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "TLS" THAT WAS SET FOR THE NORTHWEST CORNER OF THE REMAINDER OF THAT TRACT CONVEYED TO JOHN AND ANGELINA NEEDLER AND RECORDED AS DOCUMENT NUMBER 2017006097 OF SAID OFFICIAL PUBLIC RECORDS, BEING THE NORTHEAST CORNER OF SAID LOT 1 AND THIS TRACT;

THENCE: S 18°49'59" E 253.41 FEET WITH THE WEST LINE OF SAID NEEDLER REMAINDER TRACT AND THE EAST LINE OF SAID LOT 1 TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "TLS" THAT WAS SET FOR THE NORTHEAST CORNER OF SAID LOT 2, BEING THE SOUTHEAST CORNER OF SAID LOT 1 AND THIS TRACT;

THENCE: S 27°35'33" W 474.53 FEET WITH THE COMMON LINE OF SAID LOT 1 AND SAID LOT 2 TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "TLS" THAT WAS SET IN THE EAST MARGIN OF SAID COUNTY ROAD, FOR THE NORTHWEST CORNER OF SAID LOT 2, BEING THE SOUTHWEST CORNER OF SAID LOT 1 AND THIS TRACT;

THENCE: N 18°49'59" W 253.41 FEET WITH THE EAST LINE OF SAID COUNTY ROAD AND THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

CULVERT TABLE				
LOT	DRAINAGE AREA (Ac.)	10-YR FLOW RATE (cfs)	APPROX SLOPE	MIN. CULVERT SIZE
1A	0.27	0.725	1.2	18" CMP
1B	0.00	0.000	0.00%	DIP-STYLE

OWNER: JOHN NEEDLER AND ANGELINA NEEDLER
1157 CR 468
ELGIN, TX 78621
PHONE 512.577.0315
E-MAIL JOHNNEEDLER89@GMAIL.COM

SURVEYOR: WILLIAM C. STEWART, RPLS
TEXAS LAND SURVEYING, INC.
3613 WILLIAMS DRIVE, SUITE 903
GEORGETOWN, TX 78628
PHONE 512.930.1600
E-MAIL BILL@TEXAS-LS.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:

ORIGINAL SURVEY: GRAVES, T A SURVEY SURVEY
ABSTRACT NO. 252

FEMA FLOODPLAIN: THERE IS NO ENCROACHMENT OF THE 100 YEAR FLOOD PLAIN AS SHOWN ON FIRM PANEL 48491C0725F, DATED DECEMBER 20, 2019

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.

SIDEWALK MAINTENANCE

ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

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.

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.

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 ROADWAY.

STORMWATER MANAGEMENT NOTES

THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.2, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE PLAT HAS THREE OR LESS LOTS FOR SINGLE FAMILY RESIDENTIAL USE, WITH LESS THAN 20% IMPERVIOUS COVER PER LOT.

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.

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.

REPLATS

EXCEPT AS MAY BE MODIFIED OF HEREON, THIS REPLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF J A NEEDLER SUBDIVISION, AS RECORDED IN DOCUMENT 2021012750 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.

Henderson Professional Engineers
HPE Civil Engineering
600 ROUND ROCK WEST DRIVE, SUITE 604
ROUND ROCK, TX 78681
512.350.6228
PELS FIRM #F-22208
www.hendersonpe.com
WBE210166 | HUB 1853873845300

Plotted by: Adam, Plot date: 21/03/2023, File name: h:\02 projects\2022\220301 needler replat\07 Sheet\FP\220301 MINOR PLAT.dwg

REPLAT
OF
LOT 1 OF THE J A NEEDLER SUBDIVISION

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS;

I, JOHN NEEDLER, CO-OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2017006097 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY RESUBDIVIDE 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 REPLAT OF LOT 1 OF THE J A NEEDLER SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 23RD DAY OF MARCH, 2023.

JOHN NEEDLER
CO-OWNER
1157 CR 468
ELGIN, TX 78621

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN NEEDLER, 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 23RD DAY OF MARCH, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

ADAM REILLY
Notary Public, State of Texas
Comm. Expires 08-16-2026
Notary ID 131685498

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS;

I, ANGELINA NEEDLER, CO-OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2017006097 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY RESUBDIVIDE 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 REPLAT OF LOT 1 OF THE J A NEEDLER SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 23RD DAY OF MARCH, 2023.

ANGELINA NEEDLER
CO-OWNER
1157 CR 468
ELGIN, TX 78621

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ANGELINA NEEDLER, 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 23RD DAY OF MARCH, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

ADAM REILLY
Notary Public, State of Texas
Comm. Expires 08-16-2026
Notary ID 131685498

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: MANVILLE WSC.
   WASTEWATER SERVICE IS PROVIDED BY: ON-SITE SEWAGE FACILITIES
3. 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.
4. 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. 48491C0725F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
5. WATER SERVICE FOR LOT 1A IS CURRENTLY SUPPLIED BY MANVILLE WATER SUPPLY CORPORATION. MANVILLE WATER SUPPLY CORPORATION WILL SUPPLY WATER SERVICE TO LOT 1B WHEN THE FOLLOWING CONDITIONS ARE MET: NO WATER SERVICE CAN BE PROVIDED UNTIL TWO (2) CONSTRUCTION PROJECTS ARE COMPLETED AND ARE IN SERVICE; 1) A NEW ELEVATED STORAGE TANK AT TYPE SITE AND 2) ADDITIONAL CAN PUMPS AT STRUCTURE. MANVILLE'S COMMITMENT BECOMES FINAL AND UNCONDITIONAL UPON A) PAYMENT OF LUE FEE $3800, B) PAYMENT OF 2" ROAD BORE (COST ESTIMATE TO BE PROVIDED ONCE PROVISIONS FOR SERVICE ABOVE ARE COMPLETED & CAPACITY FEES, C) PROOF OF COMPLIANCE WITH SUBDIVISION REQUIREMENTS BY PROVIDING FILED AND RECORDED PLAT & D) PROVIDING METER EASEMENT WHEN APPLYING FOR SERVICE AND PAYING METER FEE. THE LUE FEE TO RESERVE CAPACITY IS DUE WITHIN 180 DAYS OF FEBRUARY 8, 2023.

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

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 48491C0725F, EFFECTIVE DATE DECEMBER 20, 2019.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 23 DAY OF MARCH, 2023.

JENNIFER L. HENDERSON — DATE 3/23/23
REGISTERED PROFESSIONAL ENGINEER, NO. 116883
STATE OF TEXAS

STATE OF TEXAS
JENNIFER L. HENDERSON
116883
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, WILLIAM C. STEWART, 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 CITY OF WILLIAMSON COUNTY REGULATIONS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 20___.

WILLIAM C. STEWART — DATE 3-22-23
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5785
STATE OF TEXAS

STATE OF TEXAS
WILLIAM C. STEWART
5785
PROFESSIONAL LAND SURVEYOR

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 WITHIN IT.

J. TERRON EVERTSON, P.E., D.R., C.F.M. — DATE 3/29/2023
WILLIAMSON COUNTY ENGINEER

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE _____ DAY OF _____, 20___, A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

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 PRESENTS

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20___ A.D., AT ____O'CLOCK, ___.M., AND DULY RECORDED THIS THE ____ DAY OF _____, 20___ A.D., AT ___O'CLOCK, ___.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY_____, DEPUTY

Henderson Professional Engineers
HPE Civil Engineering
600 ROUND ROCK WEST DRIVE, SUITE 604
ROUND ROCK, TX 78681
512.350.6228
PELS FIRM #F-22208
www.hendersonpe.com
WBE210166 | HUB 1853873845300

CITY PROJECT NUMBER [CITY_CASE_NO]

Plotted by: Adam, Plot date: 21/03/2023, File name: h:\02 projects\2022\220301 needler replat\07 Sheet\FP\220301 MINOR PLAT.dwg

Commissioners Court - Regular Session **30.**

Meeting Date: 04/04/2023

National Child Abuse Awareness and Prevention Month 2023

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

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a proclamation declaring April 2023 to be National Child Abuse Awareness and Prevention Month in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2023 CHILD ABUSE PREVENTION AND AWARENESS MONTH

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/29/2023 08:56 AM
Form Started By: Garry Brown		Started On: 03/28/2023 04:19 PM
Final Approval Date: 03/29/2023		

PROCLAMATION

WHEREAS, During the month of April 2023, Williamson County will observe National Child Abuse Awareness and Prevention Month to raise awareness of child abuse and neglect within our county, and create strong communities to support the strengthening and healing of the abused children and their non-offending family members; and

WHEREAS, In calendar year 2022, Williamson County Children's Advocacy Center reviewed 5,469 reports of alleged child abuse (4,891 in 2021), and conducted 779 forensic interviews (816 in 2021); and

WHEREAS, Working together to raise the awareness of child abuse and neglect, the "Go-Blue Committee," which includes members of Bikers Against Child Abuse, CASA of Williamson County, Cedar Park Police Department, Georgetown Police Department, Round Rock Police Department, Round Rock ISD Police Department, Leander Police Department, The Georgetown Project, Williamson County Sheriff's Office, Williamson County Juvenile Services, Starry, and Williamson County Children's Advocacy Center, serves increasing numbers of abused and neglected children, as well as their non-offending family members, annually; and

WHEREAS, It is important to remember that all children are our future, and we must nurture and protect them, and provide a safe environment in which they can grow and prosper.

NOW, THEREFORE BE IT RESOLVED that the Commissioners Court of Williamson County, Texas, hereby recognizes and proclaims April 2023 to be

CHILD ABUSE AWARENESS AND PREVENTION MONTH

in Williamson County, Texas, and urges all citizens to learn the signs of potential abuse and how you can do get involved in this important work at the website of the Williamson County Child Advocacy Center's at wilcocac.org and work together to reduce the incidents child abuse and neglect in our community.

Signed on this date: _____

_____

Bill Gravell, County Judge

On behalf of the Williamson County Commissioners Court

Commissioners Court - Regular Session **31.**

Meeting Date: 04/04/2023

EOY

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the 2023 Employee of the Year categories, including the Project Team category, processes, and timelines.

Background

See flyers attached for details on individual and project team awards.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Team

Employee

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/29/2023 08:37 AM
Form Started By: Rebecca Clemons		Started On: 03/23/2023 10:31 AM
Final Approval Date: 03/29/2023		

2023 Project Team of the Year Award Nominations

Do you know an employee team that performed exceptionally on a project that is responsive to Wilco citizens and/or Wilco employees?

Nominate them for the 2023 Project Team of the Year Award!

- Visit the HR Sharepoint page (HR News) for information and forms
- On the form, use "*Click Here to Submit to HR*", and the completed form will convert to a pdf attached to an Outlook email ready to send
- Project Team nomination form must be fully completed and received by the deadline, **April 24th**
- Teams must be made up of no less than two and no more than 10 Wilco employees, to be considered
- Team Members included should hold a s*ubstantial role or ownership* in the project (i.e., participate in majority of meetings/activities/decisions/implementation)
- Projects must have been completed in the *2022* calendar year to be eligible for consideration

Awards for the Project Team of the Year will consist of:

- Lunch with Judge Gravell
- Embossed 30 oz insulated tumbler
- Newspaper ad announcement
- Public recognition ceremony

Additional Rules:

- Employees cannot nominate family related by blood or marriage
- Nominees may be County staff members in the nominating County employee's department/office, or in another County department/office
- Employees may not nominate themselves, an elected official or senior department head, or outside entities involved in the project
- An employee can win as part of a project team, even if they have also won an employee category
- Employees may be on a winning Project Team in successive years

Award Category

Project Team Award

Exceptional work by a Team on a project that is responsive to Wilco citizens and/or Wilco employees' needs

Dates to Remember

April 24th

Nominations due

April-May

Review and selection process

Summer TBD

Notifications and Awards Ceremony

2023 Employee of the Year Award Nominations

Do you know a Williamson County employee who:

- Exemplifies professionalism and commitment to Williamson County; or
- Provides exceptional customer service to internal/external customers; or
- Models the Wilco Way because they are respectful, innovative, caring and always ready to step up to help in a positive way (Manager/Non-Manager categories)

. . . . . nominate them for a 2023 Employee of the Year Award!

✓Visit the HR Sharepoint page (HR News Section) for information and forms
✓On the form, use "*Click Here to Submit to HR*", and the completed nomination form will convert to a pdf attached to an Outlook email ready to send
✓Submitted nominations must include a fully completed nomination form and be received by the deadline, **April 24th**
✓Nominees must be in good standing with the County to be considered

Awards for each of the Employee of the Year categories will consist of:

- $500 Cash*
- Engraved award
- Newspaper ad announcement of the winners
- Public recognition ceremony

Additional Rules:

· Employees cannot nominate family related by blood or marriage
· An employee may be nominated by more than one employee in more than one category, but can only win one category. Receiving multiple nominations does not increase chances of winning
· Nominees may be a County staff member in the nominating County employee's department/office, or in another County department/office
· Employees may not nominate themselves, an elected official or senior department head
· A department/office can have only one individual winner in an employee category. An employee can win as part of a project team, even if they have also won an employee category
· Employees cannot win the same category two years in a row
· To be eligible for the Wilco Way Management category, management is defined as having hiring/firing/evaluation responsibilities for at least one direct report employee

**IRS considers all cash awards to employees as taxable income. Cash awards will be reported on the employee's W2 and the employee will be responsible for paying taxes on the award amount.*

Award Categories

Professional Leadership Award
Highly professional and committed to Williamson County

Exceptional Customer Service Award
Provides exceptional customer service to internal/external customers

Wilco Way Award (Management and Non-Management)
Respectful, innovative, caring and always ready to step up to help in a positive way

Dates to Remember

April 24th
Nominations due

April - May
Review and selection process

Summer TBD
Notifications and Awards Ceremony

Commissioners Court - Regular Session **32.**

Meeting Date: 04/04/2023

Mara Ice Storm Disaster

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Deliberate, discuss, consider, receive information/situational updates and take any appropriate action on public health and safety related matters, issues, business and concerns resulting from and pertaining to the severe winter weather event experienced in Williamson County, Texas during the week of January 30th, 2023.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	03/30/2023 12:05 PM
Form Started By: Becky Pruitt		Started On: 03/30/2023 12:03 PM
Final Approval Date: 03/30/2023		

Commissioners Court - Regular Session **33.**

Meeting Date: 04/04/2023

Debris Removal with Ceres Environmental Services Inc. for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving ratification of agreement #2023159 between Williamson County and Ceres Environmental Services, Inc. for emergency debris removal due to winter storm Mara damage with a not-to-exceed amount of $3,351,980.85 and exempting from the competitive bid/proposal requirements pursuant to the discretionary exemption as set forth under Texas Local Government Code § 262.024 (a)(2) [an item necessary to preserve and protect the public health or safety or the residents of the county].

Background

This Emergency Agreement is set to expire sixty (60) days from the Notice To Proceed. The agreement has been signed by the Judge due to immediate need to start the process of addressing debris caused by winter storm Mara which may include, but is not limited to, the removal of debris from public property; removal of debris from public streets and rights-of-way; processing and disposal of debris. Legal and Budget have reviewed. Funding Source: 01.0100.0409.004987; Point of Contact: Terron Evertson

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/29/2023 05:22 PM
County Judge Exec Asst.	Becky Pruitt	03/30/2023 08:32 AM
Form Started By: Gretchen Glenn		Started On: 03/23/2023 04:41 PM
Final Approval Date: 03/30/2023		

Exigent Circumstances Debris Management Services Contract

By and Between

Williamson County, Texas

and

Ceres Environmental Services, Inc.

This Contract is made and entered into on the dates hereinafter indicated, by and between Williamson County, Texas, hereinafter referred to as "County", and Ceres Environmental Services, Inc., hereinafter referred to as "Ceres", a Florida corporation authorized to do and doing business in the State of Texas, represented herein by its Corporate Secretary, Tia Laurie, duly authorized.

WITNESSETH:

WHEREAS, County requires an emergency contract vehicle for debris removal services following the February 1st ice storm and winter weather to eliminate threats to lives, public health, safety, significant damage to public and private property, and to help ensure the economic recovery of the County; and,

WHEREAS, County intends to utilize this contracting vehicle based on the City of Austin Post-Disaster Debris Removal and Disposal Services Contract, MA 1500 NA220000039 for a short period of time while County conducts Emergency Work as defined by the FEMA Public Assistance Program and prepares a proper procurement that meets the County, State and Federal procurement guidelines.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, County and Ceres hereby agree as follows, to-wit:

1. TERM & APPLICABILITY

To comply with FEMA Fact Sheet on Procurement Under Grants: Under Exigent or Emergency Circumstances (incorporated as Exhibit A), the term of this Contract shall commence upon issuance of Notice to Proceed from County to Ceres and shall expire in sixty (60) days from the Notice to Proceed date. This Contract shall apply to all work performed at the request of the County or for the benefit of the County during the term hereof (the "Work") unless bother parties agree in writing that the terms and conditions hereof shall not apply.

Ceres will provide the Work to County in accordance with the terms and conditions stated herein, and those contained in the Scope of Work and Fee Schedule (Exhibits B and C, respectively). For purposes of this Contract, the order of precedence for interpretation will be as follows:

1. This Contract
2. FEMA Fact Sheet on Procurement Under Grants: Under Exigent or Emergency Circumstances ("Exhibit A")
3. Scope of Work ("Exhibit B")
4. Price Schedule ("Exhibit C")

2. SCOPE OF WORK

Ceres shall perform such Work as the County directs during the term hereof following the issuance of a Notice to Proceed. Such work may include, but is not limited to, the removal of debris from public property; removal of debris from public streets and rights-of-way; processing and disposal of debris; preparing and maintaining documentation of all services performed including, but not limited to, time sheets, load tickets, materials used, invoices for rented equipment, etc. The full list of services is provided in Exhibit B.

3. NOT TO EXCEED AMOUNT

The Contract is based on unit prices as set forth in the Price Schedule, Exhibit C. The not-to-exceed amount under this Contract is three million three hundred fifty-one thousand nine hundred eighty and eighty-five cents ($3,351,980.85) unless amended and approved by the Williamson County Commissioners Court.

4. INVOICING & PAYMENT

If County contracts with a debris monitoring firm (Monitor):

County shall pay Ceres for services rendered under this Contract upon submission of invoices in an amount equal to actual hours worked or volume removed, process and disposed of multiplied by the billing rates set forth in Exhibit B Pricing Schedule. All invoices must first be reviewed by the Monitor prior to submittal to the County. The Monitor is working under a different contract for the County. Ceres shall submit invoices to the Monitor each week for review and verification of actual hours worked or volume removed, process, and disposed of multiplied by the billing rates set forth in Exhibit B Pricing Schedule. The Monitor shall review and verify amounts within ten (10) days of receipt from Ceres. The Monitor shall submit a payment recommendation report prepared and signed by the Monitor for each complete invoice package submitted by the Contractor for services rendered to the County. Only reconciled ticket data for the invoiced period noted within the Contractor invoice package will be approved within the payment recommendation. The signed payment recommendation report serves as an acknowledgment that the Monitor has performed a full reconciliation over the invoice submitted by Ceres. County's payment for services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of Monitor's payment recommendation. Interest charges for any late 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. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Ceres of the discrepancy. Following County's notification of any discrepancy as to an invoice, Ceres must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

5. AUDIT OF RECORDS

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

6. INSURANCE REQUIREMENTS

Insurance:

Prior to commencing work, Ceres shall procure and maintain, at Ceres' own cost and expense for the duration of the Contract, the following insurance against claims for injuries to person or damages to property which may arise from, or in connection with, the performance of the work or services hereunder by Ceres, agents, representatives, employees, or subcontractors.

Ceres shall maintain limits no less than: Commercial General/Umbrella Liability Insurance - $5,000,000.00 aggregate/one million dollars $1,000,000.00 per occurrence. Coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

Business Automobile/Umbrella Liability Insurance - $1,000,000 limit per accident for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

This policy shall include Employers'/Umbrella Liability coverage for $1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the County, whether or not the Ceres is otherwise required by law to provide such coverage.

Environmental Liability Insurance - $1,000,000 per occurrence. Pollution Liability Insurance Covering claims for injuries to members of the public or damage to property of others arising out of covered act or omission of the Contractor or any of its employees, agents, subcontractors, or sub-consultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with One Million Dollars ($1,000,000) per occurrence and annual aggregate.

Other Insurance Provisions

Commercial General Liability and Automobile Liability Coverage's

The County, Members of their Commissions, boards, commissioners and committees, officers, agents, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of Ceres; products and completed operations of the Ceres or premises on which Ceres is performing on behalf of the County. The coverage shall contain no special limitations on the scope of protection afforded to the County, members of their Commissions, boards, commissions and committees, officers, agents, employees and volunteers.

Ceres' insurance coverage shall be primary insurance as respects the County, members of their Commissions, boards, commissioners and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the County, members their Commissions, boards, commissions and committees, officers, agents employees and volunteers shall be in excess of Ceres' insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, members of their Commissions, boards, commissions and committees, officers, agents, employees and volunteers.

Coverage shall state Ceres' insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Worker's' Compensation and Employer's Liability and Property Coverage's

The insurer shall agree to waive all rights of subrogation against the County, members of their Commissions, boards, commissioners and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Ceres in the performance of services under this agreement.

Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this contract with a limit of not less than $1,000,000.00.

Umbrella Liability Coverage – Ceres' shall purchase and maintain a policy of Umbrella Liability Coverage in excess of the primary insurance afforded above and including all operations of the proposer, with a minimum limit of $10,000,000.00.

All Coverage's Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduces in coverage or in limits except after (30) days prior written notice has been given to the County.

If Ceres, for any reason, fails to maintain insurance coverage which is required pursuant to this Contract, this shall be deemed a material breach of contract. The County, at its sole option, may terminate their respective Contract and obtain damages from the Ceres resulting from said breach.

Alternatively, the County may purchase such required insurance coverage, but has no special obligation to do so. Without further notice to Ceres, the County may deduct from sums due to Ceres any premium costs advanced by the County for such insurance.

The County names as "additional insured" as its interest may appear.

Deductibles and Self-Insured Retention's

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, members of its County Commissions, boards, commissions and committees, officers, agents, employees and volunteers; or Ceres shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expensed.

Acceptability of Insurers
Insurance is to be with Texas admitted insures rated A or better by A.M. Best's rating service.

Verification of Coverage
Ceres shall furnish the County with certificates of insurance, with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the County before work commences.

Subcontractors
Ceres shall include each of its subcontractors as insureds under the policies of insurance required herein.

Subrogation
All insurance shall include a waiver of subrogation in favor of the County and principals for whom the County is working, including any and all co-lessors of such principal, and shall be subject to the approval of the County. Insurance provided for comprehensive general liability, comprehensive automobile and water vehicle liability, and umbrella liability shall name the County as an additional insured party and shall be primary. Certificates shall indicate the waiver of subrogation in favor of the County and any principal for whom the County is working, including any and all co-lessors of such principal, and the contractual liability assumed under the Indemnity Provision of this Section, and shall specify that in the event of cancellation or material change in coverage, at least sixty (60) days prior written notice will be given to the County.

7. TERMINATION

This Contract may be terminated by the County or Ceres, should Ceres or County fail to provide in any substantial manner the services and/or commodities required under this Contract, or otherwise fails to comply with the terms of this Contract or the Contract Documents, or violates any ordinance, regulation or other law which applies to its performance under this Contract.

Termination for Convenience
The County may terminate this Contract, at any time, for any reason by giving at least fifteen (15) days notice in writing to the Ceres. The County, at its option, may give Ceres a reasonable period of time to cure the noncompliance. If the Contract is terminated by the County as provided herein, Ceres will be entitled to receive payment for those services actually performed to the date of termination.

Termination for Cause
If Ceres fails to comply with any of the terms and conditions of this Contract, the County may give notice, in writing, all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the County may, with no further notice, declare this Contract terminated. Ceres will thereafter be entitled to receive payment for those services reasonable performed to the date of termination, less the

amount of reasonable damages suffered by County, by reason of Ceres' failure to comply with this Contract.

Delays And Excused Performance/Force Majeure

Ceres shall not be considered in default by reason of failure, which arises out of causes reasonably beyond Ceres' control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the County's omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.

8. INDEPENDENT CONTRACTOR

While in the performance of providing the services outlined herein or carrying out other obligations under this Contract, Ceres shall be acting in the capacity of independent contractor and not as an employee of County. County shall not be obligated to any person, firm, corporation, or other entity of any obligation of Ceres arising from the performance of services under this Contract. Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties.

Ceres shall at all times remain an independent contractor with respect to the services to be performed under this Contract. Ceres understands and agrees that County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and benefits, including Worker's Compensation insurance for any member, manager, employee, agent, servant, or volunteer of Ceres, as Ceres is an independent contractor.

9. CONTRACT EXECUTION AND AMENDMENT

This Contract, together with Exhibit A, B, and C represent the entire agreement between County and Ceres. This Contract supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both parties.

10. APPLICABLE LAW AND VENUE

This Contract shall be consummated in the State of Texasand shall be governed and construed in accordance with the laws of the State of Texas. Venue shall be in Williamson County, Texasand by entering into this Contract, Ceres expressly waives any objections it has or may have to jurisdiction and venue, regardless of Ceres' residence or domicile.

11. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Ceres shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. Ceres shall include this provision in all subcontracts issued as a result of this Agreement.

12. INDEMNIFICATION

To the fullest extent permitted by law, Ceres shall protect, defend, indemnify, save and hold harmless County, all County departments, agencies, boards and commissions its officers, agents, servants and employees including volunteers from and against any and all claims, demands, expense and liability arising out of liability or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Ceres, its agents, servants, and employees while performing any of the services contemplated under this Contract and any and all costs, expense or attorney's fees incurred by Ceres as a result of any such claims, demands and/or causes of action, except for those claims, demands, or causes of action arising out of the negligence of County, its agents and/or

employees. Ceres agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or causes of action at its sole expense, and agrees to bear all other costs and expenses related thereto, even if proven to be groundless, false or fraudulent.

13. No Waiver of Sovereign Immunity or Powers

Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

14. Confidentiality

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

15. Public Information:

Ceres understands that County will comply with the Texas Public Information Act as interprested by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other materials in connection with this Contract may be subject to public disclosure pursuant to the Texas Public Information Act.

16. Damage to County Property:

Ceres shall be liable for all damages to County owned, leased, or occupied property and equipment caused by Ceres and its employees, agents, subcontractors, and suppliers, including any delivery or transportation company, in connection with any performance pursuant to this Contract. Ceres shall notify County in writing of any damage within one (1) calendar day.

17. NOTICES

Any communications by either party to the other shall be deemed to be duly given if set forth in writing, and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested as follows:

Notices should be sent to County at the following address:

Judge Bill Gravell Jr.
Williamson County Judge
710 Main Street
Georgetown, Texas 78626

Courtesy Copy should be sent to:

Williamson County Engineer
Attn: J. Terron Evertson
3151 S.E. Inner Loop, Suite B

Georgetown, TX 78626

Notices should be sent to Ceres at the following address:

Ceres Environmental Services, Inc.
ATTN: Tia Laurie
6968 Professional Parkway East
Sarasota, Florida 34240
1-800-218-4424

Written notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated five (5) days after deposit in the mail, postage prepaid, certified, in accordance with this Section.

18. SEVERABILITY

The parties to this Contract understand and agree that the provisions herein, shall, between them, have the effect of law, but in reference to matters not provided herein, the Contract shall be governed by the regulations of the United States and the laws of the State of Texas. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Contract, such provision is fully severable, and this Contract must be construed and enforced as if such illegal, invalid, or unenforceable provisions never comprised a part of this Contract and the remaining provisions of this Contract remain in full force and effect and may not be affected by the illegal, invalid, or unenforceable provision or its severance from this Contract.

19. ASSIGNMENT

This Contract may not be assigned or transferred at any time to any person, firm, corporation or other legal entity except with the express prior written approval of County.

20. DISCRIMINATION CLAUSE

Ceres agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal 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 Act of 1975, and Ceres agrees to abide by the requirements of the Americans with Disabilities Act of 990. Ceres agrees to provide a work environment free of potential harassment and not to discriminate in its employment practices and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Ceres, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

21. OWNERSHIP OF RECORDS

When applicable, all records, reports, documents, or other material related to this Contract and/or obtained or prepared by Ceres in connection with the performance of the services contracted herein, shall become the property of County, and shall, upon request, be returned by Ceres to County, at Ceres' expense, at the termination or the expiration of this Contract.

22. FEDERAL CLAUSES

Ceres agrees to the following miscellaneous terms and provisions for all federally funded and reimbursable contracts:

A. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

1) In accordance with 2 C.F.R. § 200.321, Ceres shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
2) Affirmative steps for the prime contractor to take regarding subcontractors must include:
    a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
    b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
    c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
    d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
    e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
3) Contractor shall sign the Statement of Compliance - Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

B. Debarment and Suspension:

County and Ceres are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000 (Non- procurement Debarment and Suspension).

1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Ceres is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2) Ceres must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3) This certification is a material representation of fact relied upon by Ceres. If it is later determined that Ceres did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
4) Ceres agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, sub-part C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

C. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended)

Contractors who bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person

or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient. Contractor shall sign the Byrd Anti Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements form.

D. DHS Seal, Logo, and Flags

Ceres shall not use the Department Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

E. Compliance with Federal Law, Regulations, and Executive Orders

Contract financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

F. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

G. Program Fraud and False or Fraudulent Statements or Related Acts

Ceres acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract. Ceres SHALL ABIDE BY THE FOLLOWING PROVISIONS IF THE BOXES ARE CHECKED.

H. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.

1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
2) *Prohibitions.*
    a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
    b. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
        i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
        ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3) *Exceptions.*

a. This clause does not prohibit contractors from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

b. By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*
2. Are *not used* as critical technology of any system.

c. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4) *Reporting requirement.*

a. In the event the Ceres identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Ceres is notified of such by a subcontractor at any tier or by any other source, Ceres shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. Ceres shall report the following information pursuant to paragraph (d)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, Ceres shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5) *Subcontracts.* Ceres shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

I. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, Ceres should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

- *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

J . COPYRIGHT AND DATA RIGHTS

Ceres grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, Ceres will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, Ceres will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

[X] Federally Assisted Construction Contract

As required by 41 C.F.R. Part 60-1.4(b), during the performance of this contract, Ceres agrees as follows:

1) Ceres will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Ceres will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Ceres agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2) Ceres will, in all solicitations or advertisements for employees placed by or on behalf of the Ceres, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3) Ceres will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to

individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Ceres' legal duty to furnish information.

4) Ceres will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Ceres' commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5) Ceres will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6) Ceres will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of Ceres' noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Ceres may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7) Ceres will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Ceres will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event Ceres becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Ceres may request the United States to enter into such litigation to protect the interests of the United States.
8) The County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the County so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Ceres and subcontractor with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
9) The County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Ceres debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Ceres and

subcontractor by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the County agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

[X] PROCUREMENT OF RECOVERED MATERIALS

County and Ceres must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

1) In the performance of this contract, Ceres shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
    a. Competitively within a timeframe providing for compliance with the contract performance schedule;
    b. Meeting contract performance requirements; or
    c. At a reasonable price.
2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm."

[X] FEMA REQUIREMENTS

(1) CHANGE OR MODIFICATION.

To be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of a change, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of the project scope. Accordingly, Ceres shall comply with the following:

CHANGE IN THE WORK OR TERMS OF THE PROJECT DOCUMENTS

1) Without invalidating the contract, County reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the work as may be considered necessary or desirable to complete fully and acceptably the project in a satisfactory manner in accordance with the scope of the FEMA grant or cooperative agreement. Any extra or additional Services within the scope of the Request must be accomplished by means of appropriate Field Orders, Change Orders, or Amendments.
2) The Contract Administrator shall have the right to approve and issue Field Orders, Change Order, or Amendments setting forth written interpretations of the intent of the project documents and ordering minor changes in work execution, providing the Field Order, Change Order, or Amendment involves no change in the Contract Price or the Contract Time.
3) Changes in the quantity or character of the Services within the scope of the Request which are not properly the subject of Field Orders, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders or Amendments approved in advance and issued in accordance with the provisions of County's Procurement Code, as amended from time to time.

(2) ACCESS TO RECORDS.

1) In addition to the requirements of Executive Order 11246 of September 24, 1965, Ceres and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DRS Standard Terms and Conditions, v 3.0, if XXVI (2013).
2) Ceres agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of Ceres which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
3) Ceres agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
4) Ceres agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

[X] CONTRACTS IN EXCESS OF $100,000.00 THAT INVOLVE THE EMPLOYMENT OF MECHANICS OR LABORERS

Contract Work Hours and Safety Standards Act

1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in this section.
3) Withholding for unpaid wages and liquidated damages. County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Ceres or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.
4) Subcontracts. Ceres or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

[X] CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT – CONTRACTS IN EXCESS OF $150,000.00

1) Ceres agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2) Ceres agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
3) Ceres agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA. FEDERAL WATER POLLUTION CONTROL ACT (1) Ceres agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
4) Ceres agrees to report each violation to County and understands and agrees that County, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

"Compliance with the Copeland "Anti-Kickback" Act.

Ceres shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Ceres or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Ceres shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Ceres and subcontractor as provided in 29 C.F.R. § 5.12.

IN WITNESS WHEREOF, the parties have executed this Contract before the undersigned competent witnesses on the dates hereinafter indicated.

Williamson County, Texas

By: Bill Gravell Jr.
Bill Gravell (Mar 27, 2023 09:12 CDT)

Judge Bill Gravell, Jr.,
County Judge

Date: Mar 27, 2023

Ceres Environmental Services, Inc.

By: Tia Laurie

Tia Laurie, Corporate Secretary

Date: 3/22/2023

BYRD ANTI LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

To be submitted with each bid or offer exceeding $100,000.00

The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Ceres Environmental Services, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. §3801 *et seq.* apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Tia Laurie, Corporate Secretary
Name and Title of Contractor's Authorized Official

Date: 3/22/2023

STATEMENT OF COMPLIANCE - SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The undersigned CONTRACTOR hereby swears under penalty of perjury that CONTRACTOR took the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms were used when possible:

a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Dated: March 22, 2023

Ceres Environmental Services, Inc.
(Contractor)

By: _____
(Signature)

By: Tia Laurie, Corporate Secretary
(Name and Title)

Emergency Contract Ceres Debris Monitoring vendor signed

Final Audit Report 2023-03-27

Created:	2023-03-24
By:	Kerstin Hancock (khancock@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsfl6FybgNMRtbzkoSNMgye6mYGWyWxz9

"Emergency Contract Ceres Debris Monitoring vendor signed" History

Document created by Kerstin Hancock (khancock@wilco.org)
2023-03-24 - 4:35:07 PM GMT- IP address: 173.219.39.210

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for delegation
2023-03-24 - 4:57:11 PM GMT

Email sent to amanda.brown@wilco.org bounced and could not be delivered
2023-03-24 - 4:57:24 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
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Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-03-24 - 4:58:45 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-03-24 - 4:58:45 PM GMT

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2023-03-25 - 6:37:14 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2023-03-27 - 2:12:16 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2023-03-27 - 2:12:16 PM GMT

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Commissioners Court - Regular Session **34.**

Meeting Date: 04/04/2023

Debris Monitoring with Tetra Tech, Inc. for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving ratification of agreement #2023158 between Williamson County and Tetra Tech, Inc. for emergency debris monitoring due to winter storm Mara damage with a not-to-exceed amount of $1,064,432.10 and exempting from the competitive bid/proposal requirements pursuant to the discretionary exemption as set forth under Texas Local Government Code § 262.024 (a)(2) [an item necessary to preserve and protect the public health or safety or the residents of the county].

Background

This Emergency Services Agreement is set to expire sixty (60) days from the Notice To Proceed. The agreement has been signed by the Judge due to immediate need to start the process of addressing debris caused by winter storm Mara which may include, but not limited to, emergency field debris monitoring services, related management, and accounting services. Legal and Budget have reviewed. Funding Source is 01.0100.0409.004987. Department point of contact: Terron Evertson

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/30/2023 08:21 AM
County Judge Exec Asst.	Becky Pruitt	03/30/2023 08:41 AM
Form Started By: Gretchen Glenn		Started On: 03/27/2023 11:17 AM
Final Approval Date: 03/30/2023		

EMERGENCY AGREEMENT
FOR DISASTER DEBRIS MONITORING SERVICES

THIS AGREEMENT is made by and between **WILLIAMSON COUNTY, TEXAS,** located at 710 Main Street, Suite 101, Georgetown, TX 78626 (hereinafter referred to as ("CLIENT") and **TETRA TECH, INC.** (hereinafter referred to as ("CONTRACTOR"), located at 2301 Lucien Way, Suite 120, Maitland, FL 32751.

WHEREAS, Contractor acting as an independent Contractor, is a Contractor with extensive experience in providing emergency management planning, disaster management and recovery services.

WHEREAS, Client wishes to enter into a contractual agreement with Contractor to provide professional disaster debris monitoring services.

NOW, THEREFORE in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Scope of Services**: Contractor and Client agree Contractor will perform emergency disaster debris monitoring services as described in the Scope of Services, attached hereto as **Exhibit A**.

2. **Federal Requirements:** Contractor must comply with all applicable federal regulations from 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II which are attached hereto as **Exhibit C**.

3. **Term**: This Agreement shall be effective as of the date of the last party's execution below (the "Effective Date") and shall continue in full force for sixty (60) days or terminated pursuant to this Agreement, whichever event occurs first. This Contract may be extended beyond the initial term at the County's sole option.

4. **Independent Contractor**: Contractor is an independent contractor and is not an employee of Client. Services performed by Contractor under this Agreement are solely for the benefit of the Client. Nothing contained in this Agreement creates any duties on the part of Contractor toward any person not a party to this Agreement.

5. **Standard of Care**: Contractor will perform services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or Contractors performing the same or similar services.

6. **Changes/Amendments**: This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be amended, modified or changed except by written amendment executed by both Parties. The estimate of the level of effort, schedule and payment required to complete the Scope of Services, as Contractor understands it, is reflected herein. Services not expressly set forth in this Agreement or its exhibits are excluded. Contractor shall promptly notify Client if changes to the Scope of Services affect the schedule, level of effort or payment to Contractor and the schedule and payment shall be equitably adjusted.

7. **Uncontrollable Forces**: Neither the Client nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, explosion, strike, transportation, or equipment delays, act of war, Act of God, lightning, epidemic, war, riot, civil disturbance, sabotage, acts of terrorism and governmental actions outside the control of the Client.

   Neither party shall, however, be excused from performance if nonperformance is due to forces which are foreseeable, preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

8. **Fee for Services**: The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Contractor's billing rates plus non-labor related project expenses as set forth in **Exhibit B**. The not-to-exceed amount under this Agreement is one million sixty-four thousand four hundred thirty-two and ten cents ($1,064,432.10) unless amended and approved by Williamson County Commissioners Court.

9. **Compensation**: Client's payment for services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Client within thirty (30) days from the date of the Williamson County Auditor's receipt of Contractor's invoice. Interest charges for any late payments shall be paid by Client in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Client's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Client shall notify Contractor of the discrepancy. Following Client's notification of any discrepancy as to an invoice, Contractor must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Client shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Client's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

   All invoices shall be delivered to:
   Williamson County Auditor
   Attn: Finance Director
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   Payment shall be made to and delivered to:
   Tetra Tech, Inc.
   PO Box 911642
   Denver, CO 80291-1642

10. **Authorized Expenses**: In the event Client authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Agreement, Client will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Agreement by reference. The Williamson County Vendor Reimbursement Policy can be found at: Williamson County Vendor Reimbursement Policy.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the contractor's invoice and clearly set forth the actual cost of the expenses, without markup.

11. **Indemnity**: **EMPLOYEE PERSONAL INJURY CLAIMS:** To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Client, and the Client's employees, representatives, partners, officers, and directors (collectively, the "indemnitees") and shall assume entire responsibility and liability (other than as a result of indemnitees' gross negligence) for claim or action based on or arising out of the personal injury, or death, of any employee of the Contractor, or of any subcontractor, or of any other entity for whose acts they may be liable, which occurred or was alleged to have occurred on the work site or in connection with the performance of the work only to the extent such claim or action was caused by Contractor's negligent act. This indemnification shall not be limited to damages, compensation, or benefits payable under insurance policies, workers compensation acts, disability benefits acts, or other employees benefit acts.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the Client, and the Client's employees, representatives, partners, officers, and directors (collectively, the "indemnitees") from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or alleged to be resulting from the performance of this agreement or the work described herein, to the extent caused by the negligence, acts, errors, or omissions of Contractor or its subcontractors, anyone employed by them or anyone for whose acts they may be liable.

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

13. **Insurance**: During the term of this Agreement, Contractor agrees to provide and maintain the following insurance:

    A. Worker's Compensation in accordance with statutory requirements.

    B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1.0 Million per occurrence and $2.0 Million in the aggregate, including coverage on same for independent subcontractor(s).

    C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $1.0 Million per occurrence and $2.0 Million in the aggregate. Contractor shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.

    D. Professional Liability Errors and Omissions Insurance in the amount of $1.0 Million.

    Contractor shall not commence any field work under this Agreement until it has obtained all required insurance and such insurance has been approved by Client. Contractor shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by Client shall not relieve or decrease the liability of Contractor hereunder.

    The Client, its officials, employees and volunteers shall be named as an additional insured on all required policies These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

    The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Contractor shall furnish Client with a certification of coverage issued by the insurer. Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse.

    It is the intention of the Client, and agreed to and hereby acknowledged by the Contractor that no provision of this Agreement shall be construed to require the Client to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required by this Agreement which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

    Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions.

14. **Work Product**: Client shall have the unrestricted right to use the documents, analyses and other data prepared by Contractor under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Contractor. If Client changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, and (b) Contractor shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products.

    Contractor understands that Client will comply with the Texas Public Information Act as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act.

15. **Limitation of Liability**: No employee of Contractor shall have individual liability to Client. To the extent permitted by law, the total liability of Contractor, its officers, directors, shareholders, employees and Subcontractors for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed one million dollars (U.S. $1,000,000).

16. **Damage to Client Property**: Contractor shall be liable for all damage to Client owned, leased, or occupied property and equipment to the extent caused by the negligent act of Countractor and its employees, agents, subcontractors, and suppliers, including any delivery or transportating company, in connection with any performance pursuant to this Agreement. Contractor shall notify Client in writing of any such damage within one (1) calendar day.

17. **Information Provided by Others**: Client shall provide to Contractor in a timely manner any information Contractor indicates is needed to perform the services hereunder. Contractor may reasonably rely on the accuracy of information provided by Client and its representatives.

18. **Safety and Security**: Contractor has established and maintains programs and procedures for the safety of its employees. Unless specially included as a service to be provided under this Agreement, Contractor specially disclaims any authority or responsibility for job site safety and safety of persons other than Contractor's or Subcontractor's employees.

19. **Termination**: Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Contractor for all services rendered to the date of termination. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement.

20. **Dispute Resolution**: Contractor and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement either party may pursue litigation after notifying the other party of their intentions.

21. **Successors and Assigns**: This Agreement is binding upon and will inure to the benefit of Client and Contractor and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

22. **Notices**: Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

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

CONTRACTOR:
Betty Kamara, Contracts Manager
Tetra Tech, Inc.
2301 Lucien Way, Suite 120
Maitland, FL 32751
Mobile: (407) 803-2551
TDR.Contracts@tetratech.com

23. **Severability:** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

24. **Governing Law and Venue:** This Agreement shall be governed by and interpreted according to the laws of the State of Texas. The venue for any and all legal action necessary to enforce the Agreement shall be Williamson County, Texas.

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

26. **Compliance with Laws**: In performance of the Services, Contractor will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, and shall obtain all permits and licenses necessary to perform the Services under this Agreement at Contractor's own expense.

27. **Non-Discrimination:** The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

28. **Waiver:** A waiver by either the Client or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

29. **Entirety of Agreement:** The Client and the Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Client and Contractor pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

30. **Modification:** The Agreement may not be modified unless such modifications are evidenced in writing and signed by both the Client and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.

31. **Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

32. **Truth-in-Negotiation Certificate:** Execution of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

33. **Confidentiality:** No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the Client. However, Contractor understands that Client will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other materials in connection with this Contract may be subject to public disclosure pursuant to the Texas Public Information Act.

34. **Miscellaneous:** Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Contractor, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Contractor's compensation for services would otherwise be greater and/or Contractor would not have entered into the Agreement.

    In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.

35. **Counterparts**: This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed in its corporate name by its authorized representative, and the Client has caused this Agreement to be signed in its legal corporate name by persons authorized to execute this Agreement as of the day and year first written above.

CONTRACTOR:
TETRA TECH, INC.

By: Jonathan Burgiel
Title: Business Unit President

CLIENT:
WILLIAMSON COUNTY, TEXAS

Bill Gravell (Mar 27, 2023 09:11 CDT)

By: Judge Bill Gravell, Jr.
Title: County Judge

ATTEST:

Betty Kamara, Contracts Manager

ATTACHMENTS:
- EXHIBIT A: Scope of Services
- EXHIBIT B: Fee for Services
- EXHIBIT C: Federal Provisions

EXHIBIT A
SCOPE OF SERVICES

1.0 PURPOSE

The Contractor shall provide emergency field debris monitoring services, including related management and accounting services. This scope of work ("SOW") establishes the minimum requirements for these services. The Contractor shall provide services and reports as described herein. Until revised or rescinded in writing, this SOW shall apply to future services and contractual obligations.

The Contract will be utilized by Williamson County, TX.

2.0 BACKGROUND

The Contractor shall be responsible for monitoring the recovery efforts and actions of the Client's Post Disaster Debris Removal Contractor ("PDDRC") in accordance with Federal Emergency Management Administration ("FEMA") policies and guidelines. Services include the monitoring of debris collection and Temporary Debris Storage and Reduction Sites ("TDSR Sites"), the preparation and maintenance of proper documentation for requesting and obtaining reimbursement from FEMA for disaster-related costs, and the reporting of data on equipment use, load eligibility, regulations compliance, public and personnel safety, hazardous trees, hazardous wastes, and schedule issues, as well as other related services. The Contractor shall monitor the progress of recovery efforts and assist with making and implementing recommendations to improve efficiency and maintain compliance.

NOTE: No Contractor shall concurrently hold with the Client both a Post Disaster Debris Removal contract and a Post Disaster Debris Monitoring Services contract.

3.0 SCOPE OF WORK

All work shall follow the Occupational Safety and Health Administration's ("OSHA") and Environmental Protective Agency's ("EPA") requirements to maintain a safe working environment. The Client has the right to increase or decrease the Contractor's assignment and/or areas of operations within the scope of this contract. The Contractor shall be required to follow practices and guidelines of FEMA and all other applicable regulations, guidelines, and practices. The Contractor shall provide a Project Manager and a sufficient number of field monitors based upon the magnitude of the situation. The Client shall determine if additional staff are needed and promptly inform the Contractor. The services shall include, but are not limited to, the following:

3.1 Staffing Plan

3.1.1 The Contractor shall secure, at its sole expense and responsibility, all necessary personnel required to perform the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the Client or the Client's PDDRC.

3.1.2 The Contractor shall provide a Project Manager who shall oversee the contract. The Contractor shall also provide contact information for the Project Manager and an alternate contact person, who must be available by telephone in the event of an emergency 24 hours a day, seven days a week. The Project Manager shall respond to all initial mobilization requests within two hours after being contacted by the Client. The Client reserves the right to request a change in Project Manager.

3.1.3 All of the services required under this solicitation must be performed by the Contractor or under its supervision, and all personnel engaged in performing the services must be fully qualified and trained to follow all FEMA regulations and local, state, and government codes, laws and ordinances, and, if required, authorized or permitted under state and local law to perform such services. The Contractor warrants that all services shall be performed by skilled personnel to the highest professional standards in the field.

3.1.4 The Contractor's staffing plan shall be included as part of their proposal. The staffing plan shall detail all such positions required to perform the services under this contract and shall include, at a minimum, the title of the position, a breakdown of responsibilities, and the hourly rate associated with each position. Under no circumstances shall the staffing plan exclude the positions of Project Manager, Field Supervisor, Field Monitor, and TDSR Site Monitor, as described within this SOW.

3.1.5 In the event a position is needed that is not on the Contractor's proposal sheet, the Contractor shall seek approval for the position from the Contract Operations Manager via email, including the title of the position, a

breakdown of responsibilities of the position, an explanation of need for the position, and the hourly rate, and shall receive approval for the position from the Contract Operations Manager via email.

3.1.6 The Client reserves the right to remove immediately, with or without cause, any Contractor personnel or staff that are deemed unsuitable for the Client's recovery effort.

3.1.7 The Contractor shall mobilize within 36 hours after being contacted by the Contract Operations Manager. The Contractor shall include with their staffing plan how they plan to mobilize within that timeframe.

3.2 Project Management Oversight

3.2.1 The Contractor shall verify the eligibility and quantities of loads removed as part of the disaster cleanup efforts in compliance with FEMA regulations and reimbursement rules. The Contractor shall submit daily reports on load quantities, debris management site operations, and safety issues.

3.2.2 The Contractor shall appoint a Project Manager, who will be the Client's primary point of contact and will be responsible for all services and personnel that are provided by the Contractor.

3.2.3 The Project Manager and other key personnel shall report to the Client's Debris Management Center within 24 hours of receiving Notice to Proceed. The Client shall require the selected Contractor to give top and full priority to any call for services from the Client.

3.2.4 The Project Manager shall attend all meetings and briefings designated by the Client. Daily meetings will be conducted by the Contract Operations Manager with the Project Manager, PDDRC, and other essential personnel to determine progress of the recovery efforts, create and track schedules, and communicate and resolve issues.

3.2.5 The Contractor shall provide FEMA-trained personnel to observe, direct, and document the activities of the PDDRC. The Contractor shall be responsible for scheduling work for all its personnel on a daily basis. The Contractor shall assist the Client in coordinating work assignments for the PDDRC.

3.2.6 The Contractor shall monitor the PDDRC's progress and record the daily debris removal progress, including mapping all locations where debris was collected.

3.2.7 The Contractor shall track and coordinate with Client personnel to respond to problems in the field and to citizens' complaints, including commercial or residential property damage claims as a result of debris removal.

3.2.8 The Contractor shall review the Client's Debris Management Plan and attend one meeting annually, at no expense to the County, for pre-event planning. The County will provide the awarded Contractor the County of Georgetown's Debris Management Plan prior to the meeting.

3.3 Field Collection Monitoring

In order to obtain FEMA reimbursement for eligible debris (as defined by FEMA), all loads must be monitored in the field by collection monitors. Specific activities shall include, but are not limited to, the following:

A. The Contractor shall provide personnel to serve as Field Supervisors and Field Monitors. The primary functions of the Field Monitors are to verify that debris picked up by the PDDRC crews is eligible debris, to estimate debris quantities, to issue properly filled-out debris load tickets for eligible loads, and to follow all site safety procedures. Field Supervisors shall oversee and coordinate the work of the Field Monitors.

B. The Contractor shall train all Field Monitors and Field Supervisors to ensure that proper FEMA documentation requirements and standards are followed.

C. The Contractor shall equip all Field Monitors with vehicle transportation and with state-of-the art technology, which shall include cameras, communication devices, computers, and other equipment as necessary to complete all requirements.

D. Field Monitors shall ensure PDDRC performs all work according to the specifications described herein and in compliance with all local ordinances, state and federal regulations, and FEMA guidelines.

E. Field Monitors shall ensure that hazardous wastes are not mixed in loads, and that they are handled according to FEMA and all other applicable regulations, guidelines, and practices.

F. Field Monitors shall ensure that PDDRC personnel performs work efficiently and safely in a way that achieves productivity with minimum wasted effort while following all local, state, and federal regulations at load sites, TDSRs, and final disposal sites, if applicable.

G. Field Monitors shall provide oversight to ensure against fraudulent documentation or reporting activity.

H. Field Monitors shall continuously inspect the work of the PDDRC to ensure that debris removed is of the proper type and from the areas designated by the Client, and to verify the proper loading and compaction of debris into debris removal equipment. Photographs of debris shall be taken as directed by the Client to verify the source and type of debris for reimbursement purposes.

I. If a Field Monitor finds that the PDDRC's work is not performed as specified by the Client and FEMA standards, the Field Monitor must immediately initiate a stop work order and notify their Field Supervisor or the Project Manager. All stop work orders must be documented and immediately reported to the Contract Operations Manager or designee, regardless of whether they are based on safety concerns, noncompliance, or any other reason.

J. Field Monitors shall survey their assigned areas for special needs and record detailed information, including photo documentation, specific location, specific threat, and any special circumstances, regarding the following: hazardous stumps, leaning trees, and hanging limbs (as defined by FEMA). For hazardous stumps, Field Monitors should also record the stump's diameter measured two feet up the trunk from the ground and the quantity of material used/needed to fill the hole. Field Monitors shall also document, in detail, the removal of any and all hazardous stumps, leaners, hangers, trees, branches, or their materials.

3.4 Temporary Debris Storage and Reduction Site Monitors

3.4.1 The Contractor shall provide Site Monitors for each TDSR Site. The Contractor shall have all of its obligations completed in order for the Client or PDDRC to begin hauling debris to the TDSR Sites within 24 hours of notice to proceed. TDSR Site Monitor responsibilities shall include, but are not limited to, the following:

A. Ensure all loads of debris brought to the site by the PDDRC and others, and all loads of debris exiting the site are documented with properly completed load tickets. By signing the load ticket, the Site Monitor is certifying that all information on the document is complete and accurate, including load volumes;

B. Photograph loads of debris, as directed by the Client, and record load information on the photographs;

C. Deliver photographs to the Project Manager;

D. Collect all load tickets and provide copies of them to the PDDRC's designated personnel;

E. Certify and update the PDDRC's fleet documentation;

F. The Contractor will obtain from the PDDRC and the Client, such documentation, including vehicle number, type of vehicle, and volume capacity calculations. The Contractor shall certify all debris vehicles on a regular basis. The Contractor shall update the fleet documents as the PDDRC adds or deletes vehicles from the collection fleet or when measurement calculations are modified through the random verification process. The Contractor shall also perform volume capacity measurements and verifications of recovery vehicles at the Client's request;

G. Verify that all PDDRC equipment has been completely emptied prior to leaving the TDSR Sites; and

H. Observe all vehicles entering and exiting the TDSR Site to ensure that all vehicles are in good repair and safe with secure sideboards and tailgate.

3.4.2 The Contractor shall be responsible for, and shall provide or arrange for, field operation trailers and generators at all TDSR Sites for use by its staff.

3.4.3 The Contractor shall be responsible for the following duties at all TDSR Sites:

A. Verify that all sites have proper access, control, and security;

B. Monitor the type of debris entering the sites, classify debris by FEMA protocols, and ensure each type of waste is placed in the proper location and is properly identified;

C. Assist with coordinating the logistics of the site to ensure efficient traffic flow;

D. Conduct periodic safety inspections to ensure the PDDRC is complying with safety regulations such as utilizing spotters, properly controlling traffic, and wearing and utilizing proper safety equipment;

E. Be responsible for end-of-day activities such as ensuring all operations have ceased for the day and all sites are closed and secured; and

F. Report safety or other hazards to the Client within six hours.

3.5 Load Tickets

The Contractor shall use load tickets, provided by the Client and/or PDDRC, to track and document the removal and management of eligible debris. The Contractor shall ensure that load tickets meet the requirements of FEMA

and other federal or state reimbursement agencies. The Contractor shall retain original completed tickets on behalf of the Client, which shall then be provided to the Client's Project Manager daily. Copies of completed load tickets shall also be retained by the Contractor, for backup needs. Field Monitors shall physically control and shall properly and accurately complete control load tickets.

3.6 Documentation Efforts

The Contractor shall fully document all recovery efforts and debris removal work to ensure that records are maintained for load tickets, safety concerns, PDDRC compliance, eligibility issues, equipment use, and recovery costs that may impact reimbursement efforts. Particularly during the first 72 hours following a declared disaster, additional manpower hours may be required for completing documentation of initial efforts. The Contractor shall ensure that PDDRC manpower hours are being properly utilized, and that equipment and manpower are actively used in a manner that qualifies for material reimbursements. This shall also include using photographs or other means to document debris load information for reimbursement purposes.

3.7 Other Related Services

The Contractor shall also provide other related services, as requested by the Client. Such services may include, but are not limited to, the following:

A. Perform damage assessments to determine the areas impacted, the magnitude of damage (per area and overall), and the types and quantities of debris.

B. Assist both the Client and PDDRC in obtaining any necessary permits, licenses, and certifications that may be required to perform debris management work and clarify and resolve any compliance issues.

C. Provide training to Client staff as directed by the Contract Operations Manager or designee.

D. Provide aerial photographs of debris sites (including TDSR sites) that document overall recovery efforts routinely throughout the event. The Client will define how often these routine aerial photographs need to be taken with the awarded contractor.

3.8 Training

The Contractor shall maintain a professional staff with the knowledge, skills and training to monitor the disaster recovery process efficiently. All personnel are required to possess extensive knowledge of FEMA, Federal Highway Administration ("FHWA"), Natural Resource Conservation Society ("NRCS"), Texas Department of Transportation ("TxDOT"), Texas Commission on Environmental Quality ("TCEQ") and other applicable federal, state, or local agency regulations and policies. Where required, the Contractor's personnel shall possess all certifications or licenses required by federal, state, or local agencies. Resumes of all personnel may be required by the Client for review.

3.9 Identification

The Contractor's field personnel shall be identifiable with safety vests, vehicle placards, company logo clothing, and other visible indicators.

3.10 Equipment and Materials

The Contractor shall be solely responsible for obtaining and providing all materials, equipment, supplies, labor, and other services required to provide the services described herein, including but not limited to data storage and all required reporting. All costs reflected in Section 0600, Proposal Sheet, shall include the costs for providing these services.

4.0 CLIENT'S RESPONSIBILITIES

4.1 Contract Operations Manager

The Client Project Manager will be the main point of contact at the Client and will manage the services, operations, and communications under the ensuing agreement. The Client will notify the Contractor in writing in the event there is any change in contract administration responsibilities. Email communication is preferred, but in the case of emergencies, please contact the Contract Operations Manager by phone. The Contract Operations Manager for this contract will be:

J. Terron Evertson, County Engineer | Office: (512) 943-3330 | tevertson@wilco.org

5.0 OMISSIONS

It is the intention of this solicitation to acquire the services described herein. All items and/or services omitted from this document which are clearly necessary to meet the objectives of the services described will be considered requirements, although not directly specified or called for herein. Pricing and discounts (if applicable) for any necessary but omitted item or service shall be listed in the Contractor's proposal sheet.

6.0 REPORTING, CERTIFICATIONS, AND INVOICING

6.1 Reports

All reports and data captured by the Contractor is property of the Client and should be available in electronic and original form upon completion of a project.

6.1.1 **Reimbursement Reports**

The Contractor shall assist the Client in preparing reports necessary for reimbursement from FEMA, FHWA, and any other applicable federal, state, or local agencies.

6.1.2 **Other Reports**

The Contractor shall provide detailed, reports throughout the emergency event, and beyond, as required by the Client, and by all FEMA and other agencies for completion of the obligations under this contract, including, but not limited to: daily updates from and for the daily briefing meetings; daily and weekly status and progress reports of the PDDRC, cubic yard/tonnage reports that provide the number of trucks and volume/tonnage of debris received at each TDSR Site, as well as a total for all TDSR Sites; and a detailed final report following the completion of all the debris recovery operations, to include maps of debris sites and cleanup locations.

6.1.3 **Operations Report**

At the annual meeting with the Client, the Contractor shall submit an operations report that identifies key personnel and positions/classifications dedicated to this contract. The Contractor shall update the operations report for any changes such as additions or deletions of staff. The Client retains the right to request personnel replacements.

6.2 Certifications, Licenses, and Permits

6.2.1 The Contractor shall have, maintain, and make available upon request throughout the term of any resulting contract, all licenses and permits required by federal, state, and local agencies to provide all services described herein.

6.2.2 The Contractor and all subcontractors shall comply with all laws applicable to the services under this contract, including all federal, state, and local laws, and Williamson County and County ordinances. The Contractor and all subcontractors shall have and maintain current identification numbers, licenses, permits, and other governmental approvals or authorizations required by all applicable environmental or safety laws. The Client may, at any time, terminate this contract with cause based on the Contractor's or any subcontractor's noncompliance with applicable environmental or safety laws. The Contractor shall be solely responsible for its compliance and its subcontractors' compliance.

6.3 Invoices

Invoices shall be emailed to the Williamson County Auditor and the Client Project Manager on or before the 15th of each month for all the services provided in the prior month. Unless otherwise instructed in writing, the Client may rely on the remittance address specified on the Contractor's invoice. At a minimum, invoices shall be itemized and contain the following information, or they will not be processed and will be returned to the Contractor for correction:

A. A unique invoice number;
B. Service dates;
C. The Client provided purchase order or delivery order number and the Client contract number, if applicable;
D. The Contractor's name; and
E. If applicable, the tax identification number, which must exactly match the information in the Contractor's registration with the Client.

EXHIBIT B
FEE FOR SERVICES

Estimated Not-to-Exceed: **$1,064,432.10**

The fee for the services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates plus mileage. The tables below outline the anticipated staff positions and level of effort.

Table 1: Estimated Cost Breakdown for Right of Way Collection (Rural Roads) [1]

Labor Category	Hourly Rate	Estimated # of Staff	Estimated # of Hours/Day	Estimated # of Days	Estimated Total
Project Manager	$77.85	1	12	60	$56,052.00
Field Supervisor	$46.71	3	12	60	$100,893.60
Field Monitor	$34.77	10	12	60	$250,344.00
Site Monitor	$34.77	4	12	60	$100,137.60
Operations Manager	$60.20	1	12	60	$43,344.00
Data Manager	$57.09	1	12	60	$41,104.80
Billing/Invoice Analyst	$46.71	1	4	60	$11,210.40
Project Coordinator	$35.29	1	12	60	$25,408.80
Estimated Labor					$628,495.20
Estimated Expenses					$29,640.00
Estimated Total					**$658,135.20**

Table 2: Estimated Cost Breakdown for Right of Way LHS (Rural Roads) [1]

Labor Category	Hourly Rate	Estimated # of Staff	Estimated # of Hours/Day	Estimated # of Days	Estimated Total
Project Manager	$77.85	1	6	45	$21,019.50
Field Supervisor	$46.71	2	12	45	$50,446.80
Field Monitor	$34.77	12	12	45	$225,309.60
Operations Manager	$60.20	1	12	45	$32,508.00
Data Manager	$57.09	1	12	45	$30,828.60
Billing/Invoice Analyst	$46.71	1	4	45	$8,407.80
Project Coordinator	$35.29	1	12	45	$19,056.60
Estimated Labor					$387,576.90
Estimated Expenses					$18,720.00
Estimated Total					**$406,296.90**

[1] The above estimated level of effort and associated costs are based on available information at the time the estimates were prepared and do not represent the actual cost of the project. The fee for the services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates plus mileage.

PROECT ASSUMPTIONS: *Changes to these assumptions, expansion of scope of work, or debris contractor efficiency may impact the cost estimate and warrant a request for an increase by Tetra Tech.*

For ROW Collection (Rural Roads)
Estimated Debris Volume – Vegetative: 230,000
Estimated Number of Loading Units: 10
Average Truck Capacity: 85
Average Load Call: 70%
Estimated CY Per Load: 50
Estimated Trips Per Crew Per Day: 3
Estimated Number of Days to Complete Collection: 60
DMS / Final Disposal Sites: 2
Number of Debris Site/Tower Monitors per DMS: 2
Days to Complete Haul out: 1

For ROW LHS (Rural Roads)
Estimated Number of Trees: 17,000
Estimated Number of Bucket Trucks: 6
Estimated cuts Per Crew Per Day: 40
Estimated Number of Days to Complete Collection: 45

EXHIBIT C
FEDERAL PROVISIONS
FEMA CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AW ARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

REMEDIES

(For all awarded contracts with a value greater than $150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than $10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) ***Contractor must complete enclosed certification***

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. *Minimum wages.*
   i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment

computed at rates not less than those contained in the wage dete1mination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(l)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(l)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2) The classification is utilized in the area by the construction industry; and
3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C)In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(l)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable

standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. *Withholding.*

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and basic records.*

i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section l (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(l)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee *(e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd(forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the

prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. *Apprentices and trainees-*

i. *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as

a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii. *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii. *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. *Compliance with Copeland Act requirements.*

   The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. *Subcontracts.*

   The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (l) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. *Contract termination: debarment.*

   A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. *Compliance with Davis-Bacon and Related Act requirements.*

   All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. *Breach.*

   A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. *Disputes concerning labor standards.*

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

11. *Certification of eligibility.*

1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(l).

2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(l).

3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than $100,000.00)

1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT

(For all awarded contracts with a value greater than $150,000.00)

(a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency,

and the appropriate Environmental Protection Agency Regional Office.

(c) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(For all awarded contracts with a value greater than $150,000.00)

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 etseq.

(2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION

Contractor must complete enclosed certification

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

(For all awarded contracts with a value greater than $100,000.00. ***Contractor must complete enclosed certification***

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40

C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

a) Competitively within a timeframe providing for compliance with the contract performance schedule;

b) Meeting contract performance requirements; or

c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without

breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

COPYRIGHT AND DATA RIGHTS

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

BUILD AMERICA, BUY AMERICA ACT

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act ("BABAA") shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-

52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor Tetra Tech, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

March 23, 2023

Date

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.gov/far/index.html see section 52.209-6.

The Contractor Tetra Tech, Inc. certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

March 23, 2023

Date

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor

or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

March 23, 2023

Date

BUILD AMERICA BUY AMERICA ACT SELF-CERTIFICATION

The undersigned certifies, to the best of their knowledge and belief, that: The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." section 70914 of Public Law No. 117-58, §§ 70901-52. The undersigned certifies that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Contractor, Tetra Tech, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

March 23, 2023

Date

Emergency Agreement Tetra Tech for Debris Monitoring (TT Signed)

Final Audit Report 2023-03-27

Created:	2023-03-24
By:	Kerstin Hancock (khancock@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7z1boRXfg8n5G8zbl5QUfN8BpMpZmfg5

"Emergency Agreement Tetra Tech for Debris Monitoring (TT Signed)" History

Document created by Kerstin Hancock (khancock@wilco.org)
2023-03-24 - 4:32:06 PM GMT- IP address: 173.219.39.210

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for delegation
2023-03-24 - 4:33:13 PM GMT

Email sent to amanda.brown@wilco.org bounced and could not be delivered
2023-03-24 - 4:33:15 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-03-24 - 4:36:13 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-03-24 - 4:36:28 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-03-24 - 4:36:28 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2023-03-27 - 2:10:46 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2023-03-27 - 2:11:56 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2023-03-27 - 2:11:56 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

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Commissioners Court - Regular Session **35.**

Meeting Date: 04/04/2023

Award of IFB #23IFB45 Turnkey Mini Split Unit for IDF Room at Williamson County Justice Center to TD Industries - Facilities Management

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #23IFB45 Turnkey Mini Split Unit for IDF Room at Williamson County Justice Center to the lowest and best bidder, TD Industries, in the amount of $40,748.00 and authorizing the execution of the agreement.

Background

Williamson County sent out over 2,600 notifications with twenty-one (21) document takers and one (1) submitting firm. The bid received is from a qualified company, TD Industries, for the service of providing turnkey installation and materials for a mini split unit in the IDF Room at Williamson County Justice Center under contract number IFB #23IFB45. Funding Source is 01.0100.1009.004509. Point of Contact is Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Bid Tab

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/29/2023 04:40 PM
County Judge Exec Asst.	Becky Pruitt	03/30/2023 08:28 AM
Form Started By: Gretchen Glenn		Started On: 03/23/2023 08:51 AM
Final Approval Date: 03/30/2023		

Williamson County Facilities
3101 SE Inner Loop
Georgetown, Texas 78626
512-943-1599
512-930-3313 Fax
facilities@wilco.org

Thursday, March 9, 2023

Williamson County Purchasing Department
Attn: Joy Simonton, Director/Purchasing Agent
100 Wilco Way, Suite P101
Georgetown, TX 78626

Re: 23IFB45 – Mini-Spit Unit Solicitation Recommendation

The recommendation from the review committee for 23IFB45 - Mini-Split Unit is to award to TD Industries. This recommendation is based on all the pertinent information received for the equipment and project scope of work timeline for completion. The bid tabulation for the referenced project is attached. The bid was reviewed and the apparent overall best value for 23IFB45 – Mini-Split Unit. Proposal pricing for alternative option of 2.5-ton unit is within budget.

Williamson County Facilities Management Department recommends that the Williamson County Commissioners Court award the contract to TD Industries based on the committee's recommendation.

Sincerely,

Dale Butler
Senior Director
Williamson County Facilities Management

BID TABULATION SHEET

Date of Bid:	**6-Mar-23**	**Bid Due Date:**	**3/6/2023**	**Today Date:**	**3/6/2023**
Project:	*Justice Center - IDF Room Mini Split*	**Solicitation No.**	23IFB45		
Location:	*405 MLK, Georgetown, TX 78626*	**Solcited by:**			
Scope:	Williamson County is seeking bids for one (1) Turnkey 2-ton capacity Mitsubishi and or equivalent mini split unit to be delivered, installed and make operational to Williamson County Justice Center, 405 MLK, Georgetown, TX 78626, in the 2nd Floor IDF room.				

Bidder/Company Name	POC:	Telephone	Email
TD Industries	**Jeff Halvordson**		

Item	Description of Task	Quantity	Unit	Unite Price	Total Price
1	2.5-ton capacity Mitsuvishi or equivalent mini split unit with Delivery	1	LUMP SUM (LS)	$ 9,858.00	
2	Electrical & Drain line installation	1	LS	$ 26,217.00	
3	Rooftop curb and penetration	1	LS	$ 2,712.00	
4	Startup	1	LS	$ 1,961.00	
	Total			$ 40,748.00	$ -

Prepared by: Jeff halvordson **Date:** 8-Mar-23

Print/Signature

DocuSign Envelope ID: C6507308-937A-4A84-8D7A-B33B80EBE08C

WILLIAMSON COUNTY
SERVICES AND PURCHASE CONTRACT
(TDIndustries, Inc.)

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

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **TDIndustries, Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include but are not limited to the services and work described in the attached Quote(s)/Proposal(s) being marked as **Exhibit "A,"** which is incorporated herein to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable.

Should the County choose to add services in addition to those described in **Exhibit "A"**, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Goods: Service Provider shall provide County the goods described in the attached Quote(s)/Proposal(s) being marked as **Exhibit "A,"** which is incorporated herein to the extent it

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meets or exceeds the County's solicitation, if applicable.

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Delivery of Goods: The title and risk of loss of the goods shall not pass to County until County receives and takes possession of the goods at the point or points of delivery. The place of delivery shall be that set forth on the purchase order. County shall have the right to inspect the goods at delivery before accepting them.

IV.

Warranty Products: Service Provider warrants that the goods furnished will conform to the specifications, drawings and descriptions provided in Exhibit "A" and County's solicitation, if applicable. Additionally, Service Provider warrants that all goods are free from defects in material and workmanship.

V.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date set out on the signature page hereinbelow or when terminated pursuant to this Contract, whichever event occurs first.

VI.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider for the services and goods shall be capped and paid in the amount set out in **Exhibit "A"** upon final completion of the services as determined by County. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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Pursuant to Texas Tax Code §151.309, as a political subdivision, County claims exemption form sales and use taxes and will provide exemption certificates upon written request. County shall not be liable to reimburse or pay any charges or fees assess against Service Provider.

VII.

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

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

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

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

VIII.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

IX.

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

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

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X.

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

XI.

Compliance With All Laws: Service Provider agrees and will comply with all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

XII.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

XIII.

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

XIV.

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

XV.

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

XVI.

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

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XVII.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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

XIX.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XX.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XXI.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XXII.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XXIII.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: Williamson County Vendor Reimbursement Policy.pdf (wilco.org). Invoices requesting reimbursement for

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authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXIV.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

A. As described in the attached Quote(s)/Proposal(s), and being marked **Exhibit "A,"** which is incorporated to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable;
B. Invitation for Bid 23IFB45; and
C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXV.

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

[SIGNATURES TO FOLLOW]

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

WILLIAMSON COUNTY:

_____
Authorized Signature

Judge Bill Gravell, Jr.,
Printed Name

Date: _____ ____, 20____

SERVICE PROVIDER:

TDIndustries, Inc.
Name of Service Provider

DocuSigned by:
85AC574BB17A424...
Authorized Signature

Mary Kobe
Printed Name

Date: 3/17/2023 ____, 20____

Project Completion Date: The Services set out in **Exhibit "A"** shall be completed by Service Provider on or before September 1, 2023.

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EXHIBIT A

TDIndustries is licensed and regulated by the
Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
1-800-803-9202 or 512-463-6599
www.license.state.tx.us

Texas State Board of Plumbing
P.O. Box 4200
Austin, TX 78765

TDIndustries

Company:	Williamson County	**Building Name:**	Williamson County justice Center
Bill to Address:		**Building Address:**	405 MLK Street, Georgetown TX
Contact:	Gretchen Glenn	**Job Name:**	2 ton Mini Split Install
Phone:		**Date:**	March 8, 2023
Email:	Gretchen.Glenn@wilco.org	**Proposal No:**	QUO- 30218-M6X0H

TDIndustries, Inc. is very pleased to have the opportunity to provide pricing for the above referenced property. Please find listed below the scope of work that will be performed.

Scope of Work: (1) Turnkey 2-ton capacity Mitsubishi Mini split unit

Note: 2-ton Mitsubishi split has an unknown lead time, provided is a base bid with the 2 ton and a voluntary alternate for a 2.5 ton which is currently in stock

- Mechanical Install
  - Set new highwall unit
  - Set new condenser on pier
  - Run refrigerant lines from server room to roof
  - New roof penetration
  - Install new thermostat
  - Start up and verify operation
- Electrical Install
  - New Conduit Runs
    - electrical room to Server room & set Jbox.
    - conduits from box up through new roof penetration &
  - set disconnect:
    - Flex conduit from disconnect to new outdoor unit
    - From J box to air handler,
  - Pull wire & verify operation

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Item	Description of Task	Quantity	Unit	Unite Price
1	2.5-ton capacity Mitsuvishi or equivalent mini split unit with Delivery	1	LUMP SUM (LS)	$ 9,858.00
2	Electrical & Drain line installation	1	LS	$ 26,217.00
3	Rooftop curb and penetration	1	LS	$ 2,712.00
4	Startup	1	LS	$ 1,961.00
	Total			$ 40,748.00

Clarifications

- Following our core value to "Fiercely Protect", our employees are empowered to stop work at any time where they deem the safety of themselves or anyone else is in jeopardy. We will immediately seek to resolve any concerns by engaging with our customer and safety department to elevate the issue which will allow work to resume.
- This proposal is based on performing work during normal working hours and at normal wage rates paid by TDIndustries, Inc.
- Price is based on the assumption that the structure is of sufficient strength that all piping, duct and equipment can be supported from it.
- Proposal is inclusive of all permits and inspections as required by local and state agencies. Where work is being performed under a General Contractor, we will validate under Contractors Building Code permit.
- **Please Note: Stated pricing Through April 2023** All pricing is based on award of contract and work commence not later than 60 days from the date of this proposal.
- TDIndustries, Inc. assumes no responsibility for existing services / conditions, their quality and/or performance.
- Existing valves must close and hold.
- TDIndustries, Inc. assumes no responsibility for condition of utilities or parking lots/roadways above or below grade.
- TDIndustries disclaims any responsibility for incorrect data contained in the plan, specs and/or engineering data.
- Proposal is based on use of building elevators.
- Delays Caused by Coronavirus Concerns. Notwithstanding any other provision of this Agreement, any delay caused by good faith actions taken by Owner, Design-Builder, or federal, state or local government agencies in an effort to thwart, limit, prevent or treat coronavirus shall be excused. This excuse shall also apply to a shortage of materials or labor as a result of the coronavirus threat.

Exclusions:

- Repairs or modifications of existing mechanical equipment or systems.
- After Hours Work
- Crane (unit brought up in service elevator)

Any additional work not listed in the scope above will require written authorization by the customer before TDIndustries, Inc. can proceed.

Revised 09/2021

13850 Diplomat Drive, Dallas, TX 75234 - 972-888-9370, Fax #972-888-9520

License # A/C TACLA12338C (Dallas), Plumbing M-18944 – Wesley Baker DFW, Electrical TECL17889 DFW, Sanitary Sewer N/A, FLS ACR-3105, SCR-1064, ECR-1944, B-11764

Commissioners Court - Regular Session **36.**

Meeting Date: 04/04/2023

Replacement Chillers at the Criminal Justice Center with Carrier Corporation for Facilities

Submitted For: Joy Simonton **Submitted By:** Stephanie Robles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving agreement #2023157 between Williamson County and Carrier Corporation for a like-for-like replacement of two (2) Trane chillers with two (2) new Carrier model 30XV180 screw compressor air-cooled chillers in the amount of four hundred and four thousand two hundred and seven dollars ($404,207.00) and exempting this purchase from the competitive bid/proposal requirements pursuant to the discretionary exemption as set forth under Texas Local Government Code § 262.024 (a)(3) [an item necessary because of unforeseen damage to public property] and authorizing execution of the agreement.

Background

The service agreement is for the like-for-like replacement of two (2) Trane model RTAA 170 ton air-cooled chillers with two (2) new Carrier chillers at the Criminal Justice Center located at 405 Martin Luther King Dr, Georgetown, TX 78626. Scope of work includes removal and properly disposing of existing Trane machines, installing of new Carrier models, expanding of Automated Logic WebCTRL Building Automation System, all permit fees, one (1) year labor warranty on project installation and two to five (2-5) year complete unit part and labor warranty. On January 24, 2023, under agenda item #18, an emergency agreement was approved for chiller rentals due to the county losing one power leg of a 3-phase power system which led to equipment damage by the single phasing. A rental agreement with an estimated time of ten (10) month was established with Carrier. The current rental units will be removed and taken offline once complete installation of first machine and verification of proper operation then installation and start-up of second machine. Budget and Contract Audit have approved this agreement and purchase. Funding Source is 01.0100.1009.004509. Department point of contact is Gina Wrehsnig or Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/29/2023 05:47 PM
County Judge Exec Asst.	Becky Pruitt	03/30/2023 08:43 AM
Form Started By: Stephanie Robles		Started On: 03/27/2023 01:16 PM
Final Approval Date: 03/30/2023		

WILLIAMSON COUNTY
SERVICES AND PURCHASE CONTRACT

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

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IV.

Warranty Products: Service Provider shall not limit or exclude any implied warranties and any attempt to do so shall render this Contract voidable at the option of County. Service Provider warrants that the goods furnished will conform to the specifications, drawings and descriptions provided in Exhibit "A" and County's solicitation, if applicable. Additionally, Service Provider warrants that all goods are free from defects in material and workmanship.

V.

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	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

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

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IX.

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

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

X.

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

XI.

Compliance With All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

XII.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

XIII.

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

XIV.

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

XV.

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

XVI.

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

XVII.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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

XIX.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XX.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XXI.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XXII.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XXIII.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: Williamson County Vendor Reimbursement Policy.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXIV.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

A. As described in the attached Quote(s)/Proposal(s), and being marked **Exhibit "A,"** which is incorporated to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable;
B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow; and
C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXV.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ____, 20____

SERVICE PROVIDER:

Carrier Corporation
Name of Service Provider

Authorized Signature

Michele Brookshire
Printed Name

Date: March 26 ____, 2023

Project Completion Date: The Services set out in **Exhibit "A"** shall be completed by Service Provider on or before **52 weeks from date of order** .See below:

Please Note and Reference Scope Clarifications on Page 2 of Exhibit "A" on Lead-times as of the original date of this proposal: Due to the significant challenges and disruption in the US Supply chain, raw material costs & availability are very unstable across the globe at this time – Carrier will keep Williamson County apprised of any issues that may present themselves throughout the course of this project.

Cooperative Purchasing Contract or Agreement (if applicable): N/A

Exhibit "A"
Quote/Proposal

Modernization Proposal

Prepared For: Attn:	Williamson County Facilities Shantil Moore	Date:	2/22/2023
Project Info:	Replace Trane chillers with Carrier screw compressor chillers	Prepared By:	Dave Holmes Carrier Commercial Service 11100 Metric Blvd, Suite 400 Austin, TX M: 512-563-1956 dave.holmes@carrier.om
Quote No:	007732618, Buy Board quote		
Location:	Buy Board # 638-21 Justice Center Georgetown, TX		

Scope of Work: Replace existing Trane air-cooled chillers with new Carrier screw compressor chillers

Project Description: Buy Board # 638-21

Base Bid:
This Buy Board proposal includes all labor and material for turn-key replacement of two (2) Trane model RTAA 170 ton air-cooled chillers at the Justice Center with two (2) new Carrier model 30XV180 screw compressor air-cooled chillers. Engineered drawings or specifications have not been provided. This is a like-for-like replacement. See attached submittal data for new equipment details.

Scope of Work:

- Remove and properly dispose of (2) existing Trane 170 ton air-cooled machines:
  - Perform Lock-Out-Tag-Out, disconnect all electrical, control wiring, and associated piping
  - We will leave rental chiller in operation during this work
  - Recover refrigerant per EPA guidelines, customer will receive credit for recycled refrigerant

- Install (2) new Carrier model 30XV180 **screw compressor R-134A** air-cooled chillers:
  - Modify/fabricate chill water piping and fittings to connect new machines to building piping. Includes (4) new manual isolation valves and (2) new automated control valves with NEMA 4 actuators.
  - Leak test all work and reinsulate all new associated piping and fittings to match existing insulation
  - Demo and dispose of (2) existing 600 amp fused disconnects. Furnish and install new 400 amp NEMA 4 disconnects complete with 400 amp fuses
  - Connect control wiring and commission controls. See controls scope of work below
  - Perform factory start-up, check operation
  - Includes 2-5 year complete unit parts and labor warranty

- Expand Automated Logic WebCTRL Building Automation System
  - Disconnect existing controls from the Trane chillers
  - Reconnect controls to new Carrier chillers, including start/stop, evaporator differential Pressure, chiller Integration
  - Existing BAS wiring and conduit will be reused
  - Install new AMR Bacnet translator in existing chilled water plant DDC panel. Reconnect existing integration wiring
  - ALC will consult with WILCO facilities department on available integration points to be used
  - Provide all necessary engineering, software, hardware, and graphics to be installed on the existing WebCTRL server
  - Provide all programming, database configuration, and graphics for the GUI
  - Verify proper operation of all system inputs, outputs, and sequences

Exhibit "A"
Quote/Proposal

Modernization Proposal

Scope Clarifications:

- See attached submittal data for equipment details
- New equipment to sit on existing concrete pads
- Existing building chill water pumps to be reused
- All work to be performed during normal work hours
- Carrier will remove both existing machines and set both new machines the same day, leaving rental chill on line so as not to interrupt service to the facility.
- Carrier will complete installation and start-up of first machine and verify proper operation before taking rental chiller off line and completing the installation and start-up of second machine.
- With customer approval, rental chiller will be removed as soon as proper operation of first machine is confirmed and in service
- Includes all permit fees; Mechanical, Electrical permitting
- Includes 1 year labor warranty on project installation
- Includes 2-5 year complete unit parts and labor warranty
- This pricing is valid for 30 days from date of this proposal
- See separate line item adds for optional pricing
- Current Lead time for equipment is 42 weeks from date order is placed
- Buy Board terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase Order, Contract, Agreement, etc.

Scope Exclusions:

- Engineering or engineered drawings
- Water treatment
- Certified Test and Balance
- Draining or refilling of chill water loop
- Code upgrades
- Fire system related work
- Any labor or material other than for listed scope of work

Exhibit "A"
Quote/Proposal

Modernization Proposal

Pricing Summary

Base bid excluding applicable taxes:	$400,181.00
Add for Copper Tube/Aluminum Fin condenser less applicable taxes:	$4,026.00

Commissioners Court - Regular Session **37.**

Meeting Date: 04/04/2023

Approval of Agreement for Old DPS Remodel with G2 Construction Services, Inc. for Facilities Management.

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the purchase and service contract between G2 Construction Services, Inc. and Williamson County Contract #2023172 for the Old DPS Building Remodel in the amount of $435,000.00, pursuant to TIPS contract #211001 and execution of the agreement.

Background

This project is for the remodel of the Old DPS Building. The proposal includes a detailed scope of work in the amount of $435,000.00. The funding source is ARPA Funding 445P/445A/OLD DPS Remodel/12, and the point of contact is Trenton Jacobs.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/29/2023 04:10 PM
County Judge Exec Asst.	Becky Pruitt	03/30/2023 08:45 AM
Form Started By: Johnny Grimaldo		Started On: 03/27/2023 03:07 PM
Final Approval Date: 03/30/2023		

CONTRACT FOR GENERAL CONSTRUCTION

PROJECT:	**Old DPS Remodel**	("Project")
GENERAL CONTRACTOR:	**G2 Construction Services, Inc.** Jimmy S. Gibson, Vice President 3300 Shell Road, Suite 4 Georgetown, TX 78628 TIPS 211001	("GC")
ARCHITECT & ENGINEER:	**Williamson County Architect** Trenton H. Jacobs, AIA 3101 SE Inner Loop Georgetown, TX 78626	("A/E")
COUNTY'S DESIGNATED REPRESENTATIVE:	**Williamson County Facilities Management** Attn: Director of Facilities 3101 SE Inner Loop Georgetown, Texas 78626	

THIS CONTRACT FOR GENERAL CONSTRUCTION ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and GC.

RECITALS

WHEREAS, County desires to retain a GC for the **remodel and refurbishment of an existing building** (hereinafter called the "Project");

WHEREAS, County desires a GC who will render, diligently and competently in accordance with the highest standards used in the profession, all general contractor services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project; and

NOW, THEREFORE, County and GC, in consideration of the mutual undertakings herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF WORK

GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and County's requirements. The Specifications and Drawings were prepared for County by A/E. GC shall do everything required by the Contract Documents.

ARTICLE 2
GENERAL PROVISIONS

2.1 CONTRACT DOCUMENTS

2.1.1
The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced in this Contract, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

2.1.2
This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County.

2.1.3
The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

2.2 RELATIONSHIP OF THE PARTIES

GC accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise GC's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

2.3 GENERAL CONDITIONS

2.3.1
The term "Contractor" as used herein or in the UGCs shall mean GC.

2.3.2
The term "Owner" as used herein or in the UGCs shall mean County.

2.3.3
The term "Architect" as used herein or in the UGCs shall mean A/E.

ARTICLE 3
CONTRACT TIME

3.1
County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **One Hundred Eighty (180) calendar days** after such commencement date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 LIQUIDATED DAMAGES

GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, GC shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and GC agree as set forth below:

3.2.1

Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **One Thousand Dollars ($ 1,000) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2

County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3

Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 4
GC REPRESENTATIONS

4.1

In order to induce County to enter into this Contract, GC makes the following representations:

4.1.1

GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

4.1.2

GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

4.1.3

GC is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

4.1.4
GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC's safety precautions and programs.

4.1.5
Based on the information and observations referred to in **Paragraph 4.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

4.1.6
GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

4.1.7
GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

4.1.8
The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5
THE CONTRACT SUM

5.1 Contract Sum.
County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **Four Hundred Thirty-Five Thousand Dollars ($ 435,000)**.

5.2 Contract Payments.
Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

5.3 Allowable Overhead and Profit Markup on Changes in the Work.

In case of an increase in the Contract Sum due to a change in the Work and in accordance with UGC 7, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

5.3.1
For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

5.3.2
For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

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

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

GC's Designated Representative for purposes of this Contract is as follows:

G2 Construction Services, Inc.
Jimmy S. Gibson, Vice President
3300 Shell Road, Suite 4
Georgetown, TX 78626

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

ARTICLE 7
NOTICE

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or GC at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Contract, all notices shall be delivered to the following addresses:

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

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

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

GC: G2 Construction Services, Inc.
3300 Shell Road, Suite 4
Georgetown, TX 78628

Attention: Jimmy S Gibson
Vice President

Either party may designate a different address by giving the other party **ten (10) days** written notice.

ARTICLE 8
DISPUTE RESOLUTION

Any Claim or Dispute between County and GC shall be resolved in accordance with the provisions set forth in **UGC 15**.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 MEANING OF TERMS
Terms in this Contract shall have the same meaning as those in the UGCs.

9.2 NO WAIVER OF IMMUNITY
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

9.3 GOVERNING LAW
This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

9.4 ASSIGNMENT
County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

9.5 OTHER PROVISIONS

9.5.1

GC represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

.4 that its execution of this Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

9.5.2

Additional requirements may be applicable related to the Coronavirus Aid, Relief and Economic Security Act (CARES) and The American Rescue Plan Act (ARPA) (C.F.D.A. 21027) where funding mandates legal compliance:

.1 Use of Funds.

a. Contractor understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. Contractor will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

.2 Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Contractor may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

.3 Reporting. Contractor agrees to comply with any reporting obligations established by Treasury as they relate to this award.

.4 Maintenance of and Access to Records

a. Contractor shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Contractor in order to conduct audits or other investigations.

c. Records shall be maintained by Contractor for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

.5 Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

.6 Administrative Costs. Contractor may use funds provided under this award to cover both direct and indirect costs.

.7 Cost Sharing. Cost sharing or matching funds are not required to be provided by Contractor.

.8 Conflicts of Interest. Contractor understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Contractor and subcontractors must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded

funds in accordance with 2 C.F.R. § 200.112.

.9 Compliance with Applicable Law and Regulations.

a. Contractor agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Contractor Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.
§§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

.10 Remedial Actions. In the event of Contractor's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

.11 Hatch Act. Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

.12 False Statements. Contractor understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

.13 Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Contractor] by the U.S. Department of the Treasury."

.14 Debts Owed the Federal Government.

a. Any funds paid to Contractor (1) in excess of the amount to which Contractor is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Contractor shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Contractor. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Contractor knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

.15 Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Contractor or third persons for the actions of Contractor or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Contractor does not in any way establish an agency relationship between the United States and Contractor.

.16 Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:
   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Treasury employee responsible for contract or grant oversight or management;
   v. An authorized official of the Department of Justice or other law enforcement agency;
   vi. A court or grand jury; or
   vii. A management official or other employee of Contractor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

.17 Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

.18 Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should encourage its employees, subcontractors, and contractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

.19 Clean Air Act and The Federal Water Pollution Control Act Compliance. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Contractor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

.20 Suspension and Debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by Customer. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The Contractor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Contractor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

.21 Recovered Materials.

a. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

b. Information about this requirement, along with the list of EPA-designated

items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

.22 Access to Records. The following access to records requirements apply to this Contract:

a. The Contractor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

d. In compliance with the Disaster Recovery Act of 2018, the Customer and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

.23 Use of DHS Seals and Related Items. The Contractor shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

.24 Compliance with Federal Law and FEMA Rules. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

.25 Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for

influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor who in turn will forward the certification(s) to the awarding agency.

.26 No Federal Government Obligations. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from this Contract.

.27 False Claims Act Compliance and Program Fraud Prevention. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

ARTICLE 10
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

10.1
This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

10.2
The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Exhibit A – Construction Documents
3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions

10.3
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Contract between County and GC;
2. Special Conditions or Supplementary Conditions (if any);
3. Williamson County Uniform General Conditions;
4. all Addenda issued prior to the Effective Date of the Contract between County and GC; and

5. The Construction Documents

ARTICLE 11
SIGNATORY WARRANTY

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

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns, and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE, OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

GC:
G2 Construction Services, Inc.

By: _____
Signature

Tommy S. Gibson
Printed Name

Vice President
Title

Date Signed: 3/27/23

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

CONSTRUCTION DOCUMENTS

Attach Construction Documents below:

G2 CSi
General Contractor

AWARDED VENDOR

---- Proposal----
TIPS 211001

2/14/2023

TEL: (512)688-5725 Fax: (512)688-5724

Submitted to Trent Jacobs
Company: Williamson County
Phone:512-966-9472
Job Title: Old DPS Bldg. [redacted]
Job Locations: [redacted]

Scope of Work:

1. Alterations and renovations to the old DPS building as per attached scope/drawings dated 12/8/22. Bid is to include all material and labor necessary to complete the scope as per these details, which was discussed at the last site visit.

We propose hereby to furnish material and labor necessary to complete the base bid project in accordance with the attached drawings, for the sum of **415,000.00** Four Hundred fifteen thousand dollars and 00/100***

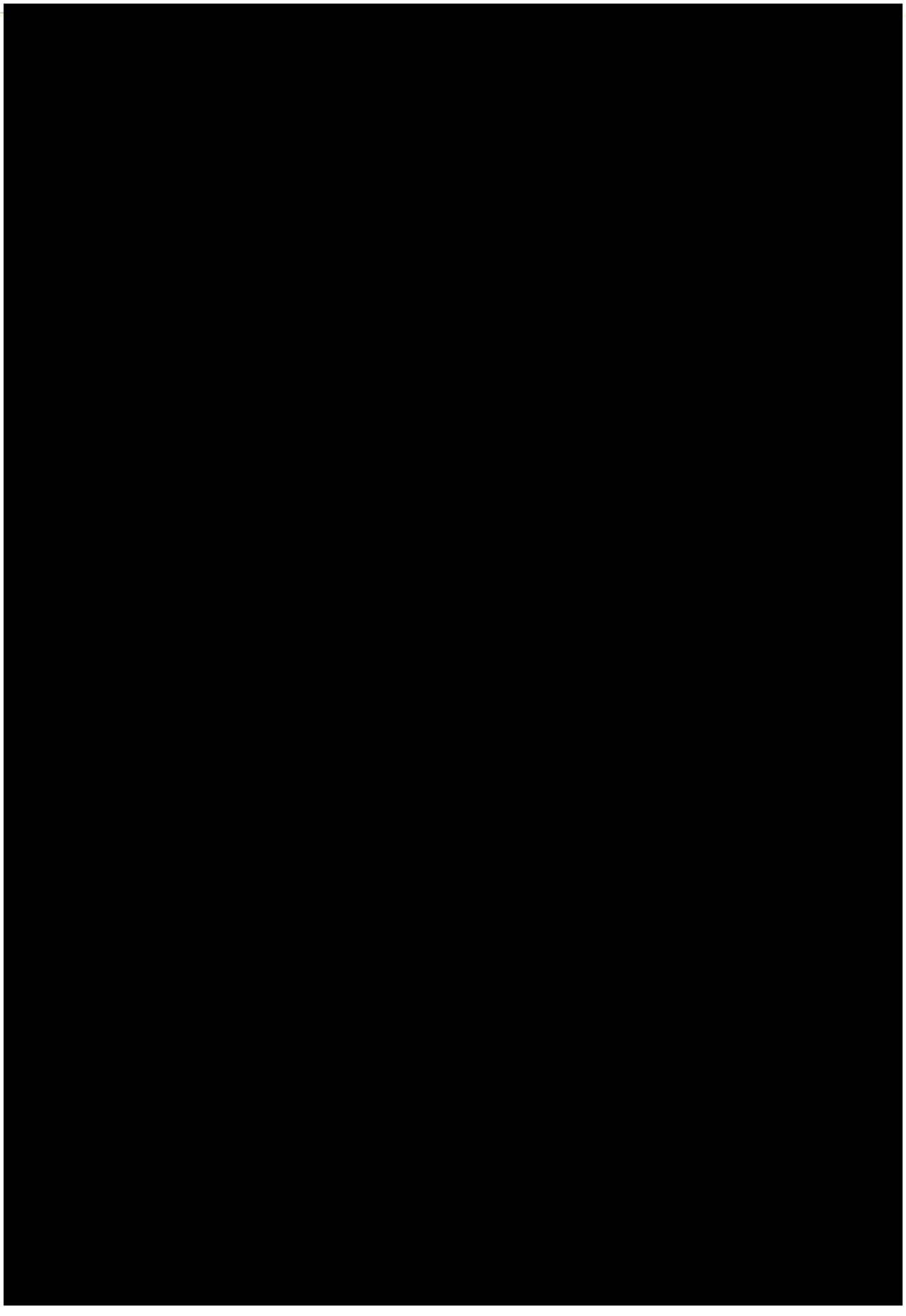
Alternate 1. Add 20,000.00 if you with to replace all exterior windows as well.

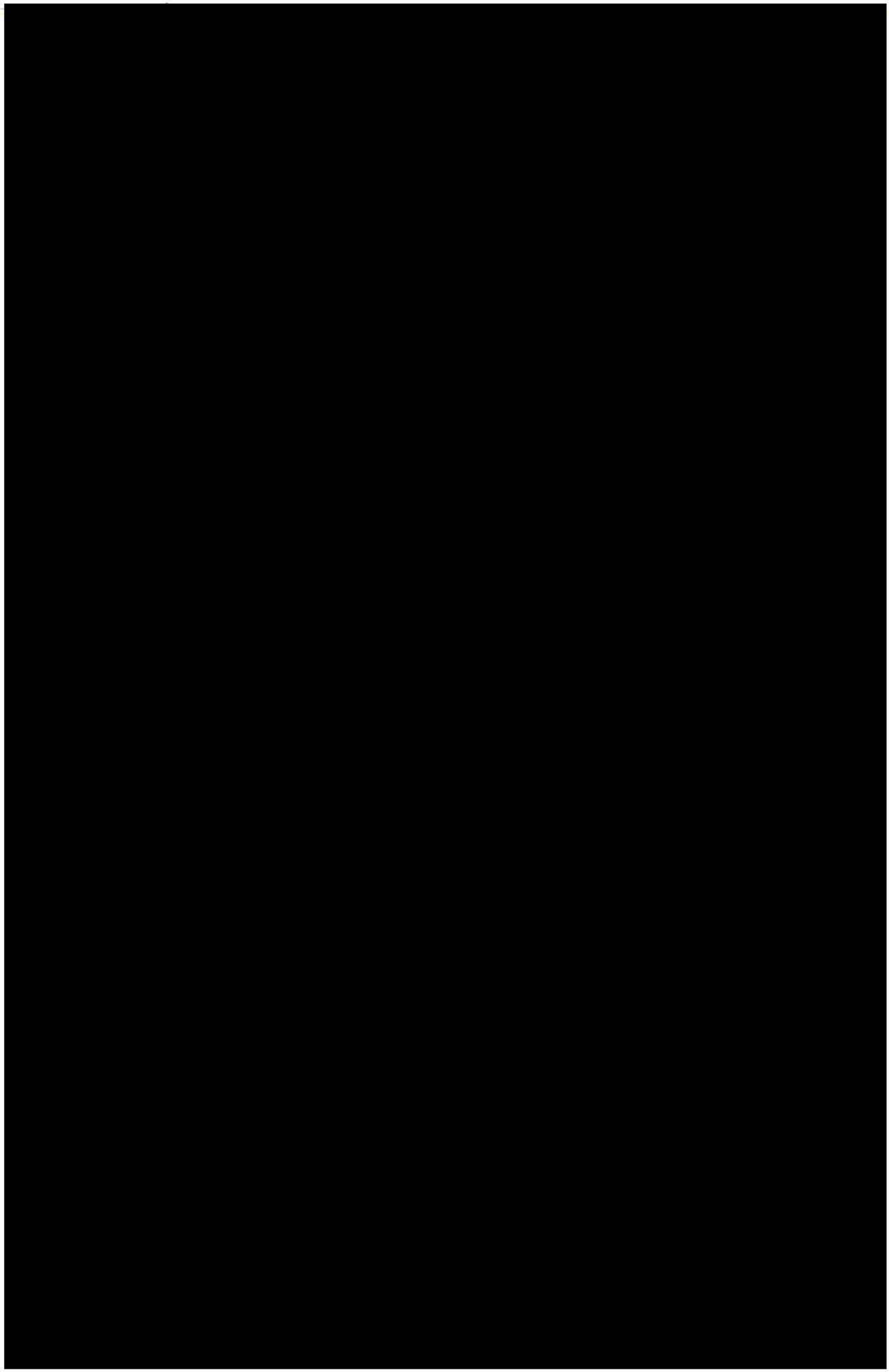
*** TIPS fees and Bonding is included in the total.**

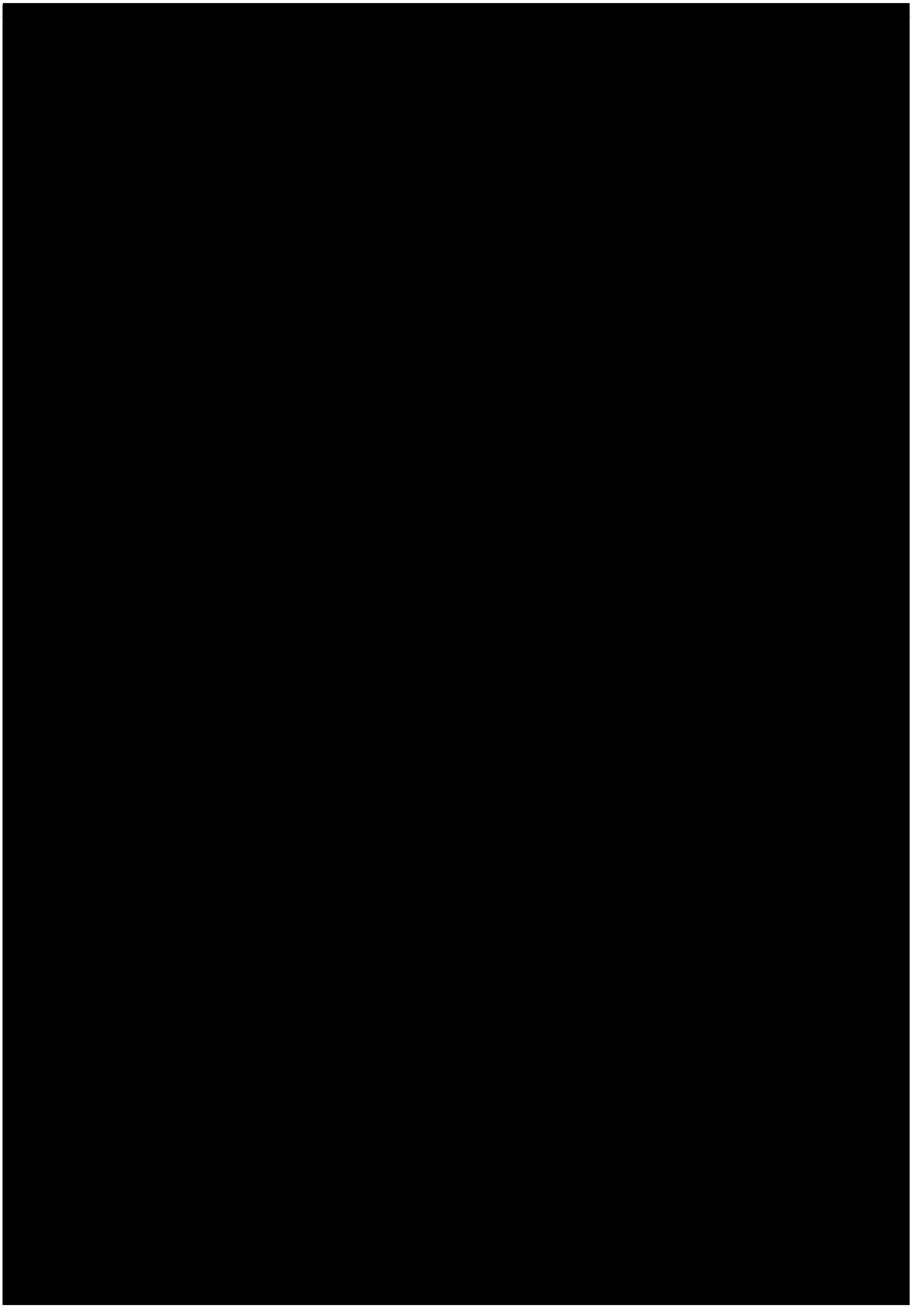
Feel free to contact Shane Gibson with any questions, or comments regarding the scope of this proposal. All work is to be completed in a workmanlike manner according to standard practices. Any alteration, or deviation from the above specifications involving extra cost will be executed only upon written approval and will become an extra charge over and above this estimate.

Shane Gibson:

3303 Shell Road, Suite 4 Georgetown, TX 78628
Email: sales@g2csinc.com **Fax:** 512.688.5724 **Tel:** 512.688.5725
G2 Construction Services, Inc.







Estimator: PH2 Solutions LLC

Williamson County - Old DPS Bldg. [redacted]

Estimate Scope: Williamson County
Old DPS Bldg. [redacted]
516 Pine Street
Georgetown, Texas 78626

Division Summary (MF04)

01 - General Requirements	$56,141.00	26 - Electrical	$66,069.00
02 - Existing Conditions	$22,320.00	27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	$1,710.00
04 - Masonry		31 - Earthwork	$866.00
05 - Metals		32 - Exterior Improvements	$101,777.60
06 - Wood, Plastics, and Composites		33 - Utilities	$2,289.00
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings	$60,166.30	35 - Waterway and Marine Transportation	
09 - Finishes	$148,952.40	41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternate	
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing	$21,672.00	FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	$53,867.50	**MF04 Total (Without totalling components)**	**$535,830.80**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$535,830.80	Nonpriced Line Items	
RSMeans AUSTIN, TX CCI 2023Q1, 87.70%	$(65,907.19)	Nonpriced Contractors Coefficient (30.0000%)	
Contractors Coefficient (-5.0000%)	$(23,496.18)		

Grand Total **$446,427.43**

WILLIAMSON COUNTY
1848
FACILITIES DEPARTMENT

EXECUTIVE SUMMARY

County Standard General Notes

PURPOSE:

Large public buildings with multiple user groups, having been occupied for many years, often present unforeseen complexities for parties seeking to make improvements. Often times, a current construction project or installation reveals layers of work over time that may now be outdated or no longer compliant with modern standards.

In an effort to keep various County agencies informed of building improvement and safety needs, Facilities will require the following General Notes to be included in all Contract documents and Scope of Work:

GENERAL NOTES:

1. *Contractor/ Installer shall notify County of any existing non-conforming/ non-code compliant installations or life-safety conditions uncovered or observed in the process of the Work. Conditions shall be reported whether or not they are within or outside the contractual scope of work.*

2. *Contractor shall maintain the Fire Protection system of the entire building in working order for the duration of the project. Notify County of any conditions related to the Fire Protection system uncovered or observed outside the contractual scope of work.*

by: Trenton H. Jacobs, County Architect Facilities Dept.

cc: Facilities Dept./ I.T Dept.

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

DIVISION	ITEM	DESCRIPTION
GENERAL	ADA	Meets all current ADA Standards.
	AHJ CODES	Meets all current AHJ standards and codes.
STRUCTURAL	ROOF	Design roof structure with the capacity to support future solar panel installation.
	ENVELOPE	Building envelope should be water tight.
	STUDS	All stud walls should be a minimum 20 GA material unless AE suggests otherwise
	ROOF ACCESS	If equipment is installed on roof, access should include at a minimum, a roof hatch for access, preferably with a permanently installed access ladder
ELECTRICAL	WIRING	All electrical wire to be installed in hard pipe conduit, except for fixture whips, which should have a maximum length of 6'.
	FIXTURES	Energy efficient technology. LED fixtures or equivalent energy use.
PLUMBING	TRAP PRIMERS	Use threaded connection supply-off of inverted "Y" on lavatory tailpipe
	FIXTURES	Automatic (touch less): toilets, lavatory fixtures.
HVAC	FILTER	2" filter racks at any air handler filter location.
		Advanced photo-catalytic oxidation type filtration.
	MAINTENANCE ACCESS	Place all units to allow for ground level maintenance and filter changes. If above ceiling installation is necessary, then install access doors.
		Avoid the necessity of ceiling tile removal to do maintenance. Use items such as catwalks if necessary for ease of maintenance.
	DUCT	All duct should be hard metal duct with exterior insulation, except for register drops can be flex if necessary.
	LOW AMBIENT	Install low ambient kits on all DX, RTU's, etc. to allow for humidity control in cold weather conditions.
	CONTROLS	Controls should be compatible with Wilco's existing automated controls software/hardware.
	SOUND ISSUES	All open-air (open-plenum) areas should be designed with effective sound deadening boots at all return air grills entering office or meeting type space
HARDWARE	DOOR HARDWARE	Locksets should be heavy duty cylindrical style with figure-8 style IC core and a 7 pin combination configuration.
		Lockset/Handle Finishes should be brushed stainless (brushed nickel)
	RESTROOM HARDWARE	Double roll S.S. toilet paper dispensers, multi-fold towel dispensers, hand dryers
		Key boxes & specefic key box for elevator(s)
ACCESS CONTROL	CARD READERS	Where card readers are installed, use multi-class card readers which are compatible with Wilco's software/hardware.
SECURITY	BUILDING SPECIFIC	
INSULATION	SOUND BATTS	Sound batting should be installed at all office and meeting room walls and ceilings regardless of the quantity or type of building envelope insulation
		or deck insulation.
CEILING TILE	ACOUSTICAL TILE	Sound deadening type, not light weight foam type.
MAINTENANCE	FACILITIES CLOSET	All buildings should include a maintenance closet with storage space for such items as touch-up paint, spare lamps, spare ceiling tile,
		spare carpet tiles, ladders, etc.
	JANITORIAL	All buildings should include a mop sink closet with storage space for cleaning supplies on shelving and space for rolling carts/mop buckets.
LANDSCAPING	PLANT SELECTION	Use only low water native and adaptive plants. Small turf areas. Overdesign for pedestrian traffic.
	IRRIGATION	Irrigated areas should be kept to a minimum and overall irrigation should be kept to a minimum.
	IRRIGATION CONTROLS	Irrigation that is installed should have controls that are compatible with Wilco's existing automated control and monitoring software/hardware

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

	DESIGN	Concrete walk around building perimeter. No grass at edge of building. No small turf islands, use mulching materials instead.
		No shade trees to interfere with signage, lighting or utilities.
WAREHOUSE /	SAFETY/HEALTH	Hand wash sink, eyewash stations, water fountain, ice machine floor drain.
GARAGE/ SHOPS	ORIENTATION	Building orientation should be such that the overhead doors face North and South to allow for prevailing wind ventilation and/or install large exhaust fans for
		mechanical ventilation.
MISCELLANEOUS	COMMISSIONING	No commissioning of buildings required. A fully functional and maintainable building is expected as part of the construction contracting and professional services
		contracting process.
	TRAINING	Provide training for specialty systems/items
	LABELS	Labels on ceiling grid for above ceiling equipment locations including all electrical disconnects, water valves, HVAC equipment etc.
	HAND DRYERS	Automatic hand dryers at restrooms.
	FIRE ALARM	Simplex or Silent Night
FIRE PROTECTION	PLANS	Update whole building plans (digital) and coordinate update of fire panel info

Commissioners Court - Regular Session **38.**

Meeting Date: 04/04/2023

2022 CIP Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a 2022 CIP transfer to close P571 (ESOC Parking Lot) and move the remaining funds of $26,931.70 to P606 (Regional Park Restroom Renovation)

Background

This transfer is necessary to close P571 (ESOC Parking Lot) and to add additional funds to P606 Regional Park Restroom Renovation.

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	03/30/2023 10:22 AM
Form Started By: Tomika Lynce		Started On: 03/29/2023 04:07 PM
Final Approval Date: 03/30/2023		

Commissioners Court - Regular Session **39.**

Meeting Date: 04/04/2023

2023 CIP Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a 2023 CIP transfer to move $8,068.30 from P617 (2023 CIP unallocated) to P606 (Regional Park Restroom Renovation).

Background

This transfer is needed to fully fund P606 (Regional Park Restroom Renovation).

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	03/30/2023 10:22 AM
Form Started By: Tomika Lynce		Started On: 03/29/2023 04:26 PM
Final Approval Date: 03/30/2023		

Commissioners Court - Regular Session **40.**

Meeting Date: 04/04/2023

2023 Citizens Bond Committee Charge

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding a "Charge" for the 2023 Citizens Bond Committee.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2023 Bond Committee Charge

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/30/2023 11:45 AM
Form Started By: Vicky Edwards		Started On: 03/30/2023 10:16 AM
Final Approval Date: 03/30/2023		

2023 Citizens Bond Committee Charge

The Williamson County Commissioners Court requests the Citizens Bond Committee to collect information and conduct public meetings to determine:

1. Does sufficient need exist for the Commissioners Court to call for a Road Bond Election? If the response to the Court is yes, then recommend a value for the Road Bond Election and provide a draft list of projects in support of the value recommended.
2. Does sufficient need exist for the Commissioners Court to call for a Park Bond Election? If the response to the Court is yes, then recommend a value for the Park Bond Election and provide a draft list of projects in support of the value recommended.

   The Court requests the Committee report back to the Commissioners Court their findings as soon as possible but no later than June 27, 2023.

Commissioners Court - Regular Session **41.**

Meeting Date: 04/04/2023

PEC SUA S San Gabriel Ranches Subd

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Pedernales Electric Cooperative (PEC) power pole relocations reimbursable agreement for the South San Gabriel Ranches Subdivision Roadway Improvements project. Funding source: P489.

Background

The PEC power poles were installed in a utility easement along tract lines in the South San Gabriel Ranches Subdivision where later became a public roadway easement. The PEC power pole relocations are necessary due to conflicts with the South San Gabriel Ranches Subdivision Roadway Improvements project. The total estimated reimbursable amount for the relocations is $51,184.39.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PEC SUA S San Gabriel Ranches Subd

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/29/2023 08:38 AM
Form Started By: Vicky Edwards		Started On: 03/24/2023 08:55 AM
Final Approval Date: 03/29/2023		

POWER OF COMMUNITY
PEDERNALES ELECTRIC COOPERATIVE

PEDERNALES ELECTRIC COOPERATIVE, INC.

STANDARD UTILITY AGREEMENT

South San Gabriel Ranches Subdivision

THE INFORMATION CONTAINED HEREIN IS INTENDED ONLY FOR THE USE OF THE ENTITY TO WHICH IT IS ADDRESSED, AND CONTAINS INFORMATION THAT IS PRIVILEGED AND CONFIDENTIAL.

TABLE OF CONTENTS

1. STANDARD UTILITY AGREEMENT – WILCO-U-35

2. PLANS, SPECIFICATIONS, AND ESTIMATED COSTS ..... **ATTACHMENT "A"**

3. UTILITY'S SCHEDULE OF WORK AND ESTIMATED DATE OF COMPLETION ..... **ATTACHMENT "B"**

4. ELIGIBILITY RATIO ..... **ATTACHMENT "C"**

5. BETTERMENT CALCULATION AND ESTIMATES ..... **ATTACHMENT "D"**

6. PROOF OF PROPERTY INTEREST ..... **ATTACHMENT "E"**

7. JOINT USE AGREEMENT – WILCO-U-80A ..... **ATTACHMENT "F"**

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the day of _____, 2023, by and between Pedernales Electric Cooperative, Inc. (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain overhead electric distribution lines and poles. (herein called Facilities).

WHEREAS, County desires to construct proposed roadway base, asphalt, and drainage (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- Relocation of electric distribution lines and poles.
- County will reimburse Utility for labor and materials.
- Upon completion of Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.

2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.

3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

   Estimated 9 Poles of overhead electric distribution defined as Work = $51,184.39

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.

5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.

6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.

7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.

8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.

9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:

1. Utility Agreement - Wilco –U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment “A”)
3. Utility’s Schedule of Work and Estimated Date of Completion (Attachment “B”)
4. Eligibility Ratio (Attachment “C”)
5. Betterment Calculation and Estimates (Attachment “D”)
6. Proof of Property Interest – ROW-U-1A (Attachment “E”)
7. Wilco-U-80A – Joint Use Agreement (Attachment “F”)

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

UTILITY

Utility: PEDERNALES ELECTRIC COOPERATIVE
Name of Utility

By: _____
Authorized Signature

VANCE HOY
Print or Type Name

Title: PLANNING AND DESIGN MANAGER

Date: 1/23/2023

WILLIAMSON COUNTY

By: _____
Authorized Signature

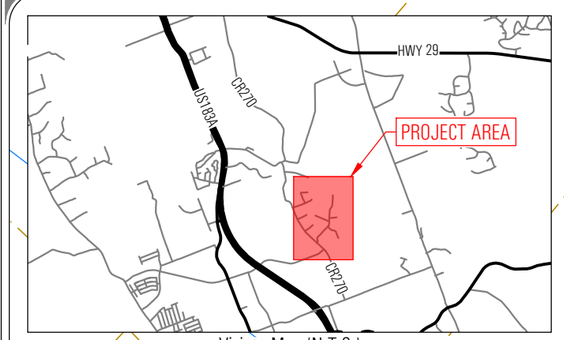
_____
Print or Type Name

Title: _____

Date: _____

(Attachment “A”)

Plans, Specifications, and Estimated Costs



Vicinity Map (N.T.S.)

General Notes:
- Conflict with proposed road

NORMAN & DONNA WARD
LOT 36F, 4.3 ACRES
250 MIKES WAY

AQUA TEXAS INC
.351 ACRES

PALMERA BLUFF DEVELOPMENT INC
85.464 ACRES

IRENE ENRIQUEZ
2.031 ACRES

#10
10°14'
8°4'
274'
279'
#9
#8
#7
7°58'
224' MIKES WAY
220'
89'
#6
#4
#3
#5
424'
425'
#1
#2

LEGEND

- Existing Primary Pole Location
- Existing Primary Pole Location to be Removed
- Proposed Primary Pole Location
- Existing Secondary Pole Location
- Existing Secondary Pole Location to be Removed
- Proposed Secondary Pole Location
- Existing Overhead Primary Line
- Existing Overhead Primary Line to be Removed
- Proposed Overhead Primary Line
- Existing Overhead Secondary Line
- Proposed Overhead Secondary Line
- Existing Guy & Anchor Location
- Proposed Guy & Anchor Location
- Fence Line
- Roadway and Utility Easement
- Property Line

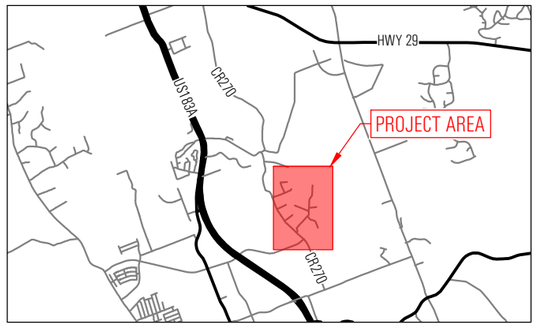
CONSTRUCTION PRINT

PEDERNALES ELECTRIC COOPERATIVE, INC.

Liberty Hill - RW_LA130_S San Gabriel Ranches Subd - WO# 139114

Date: 10/4/2021	Scale: 1" = 100'	Page: 1 of 2

LAMAR TECHNICAL SERVICES, INC.



Vicinity Map (N.T.S.)

General Notes:
- Conflict with culvert
- Relocate Secondary Pole 2'

CLAUDIA BOLANOS-SOTO
1.98 ACRES

FELIPE & ELVIRA AVALOS
2.0 ACRES

CLIFFORD COCHRAN
2.02 ACRES

DONNA & CHARLES JOHNSON
1.62 ACRES

BAKER LN

119'

163'

122'

183'

#11

M

LEGEND

- Existing Primary Pole Location
- Existing Primary Pole Location to be Removed
- Proposed Primary Pole Location
- Existing Secondary Pole Location
- Existing Secondary Pole Location to be Removed
- Proposed Secondary Pole Location
- Existing Overhead Primary Line
- Existing Overhead Primary Line to be Removed
- Proposed Overhead Primary Line
- Existing Overhead Secondary Line
- Proposed Overhead Secondary Line
- Existing Guy & Anchor Location
- Proposed Guy & Anchor Location
- Fence Line
- Roadway and Utility Easement
- Property Line

CONSTRUCTION PRINT

PEDERNALES ELECTRIC COOPERATIVE, INC.

Liberty Hill - RW_LA130_S San Gabriel Ranches Subd - WO# 139114

Date: 10/4/2021	Scale: 1" = 100'	Page: 2 of 2

LAMAR TECHNICAL SERVICES, INC.

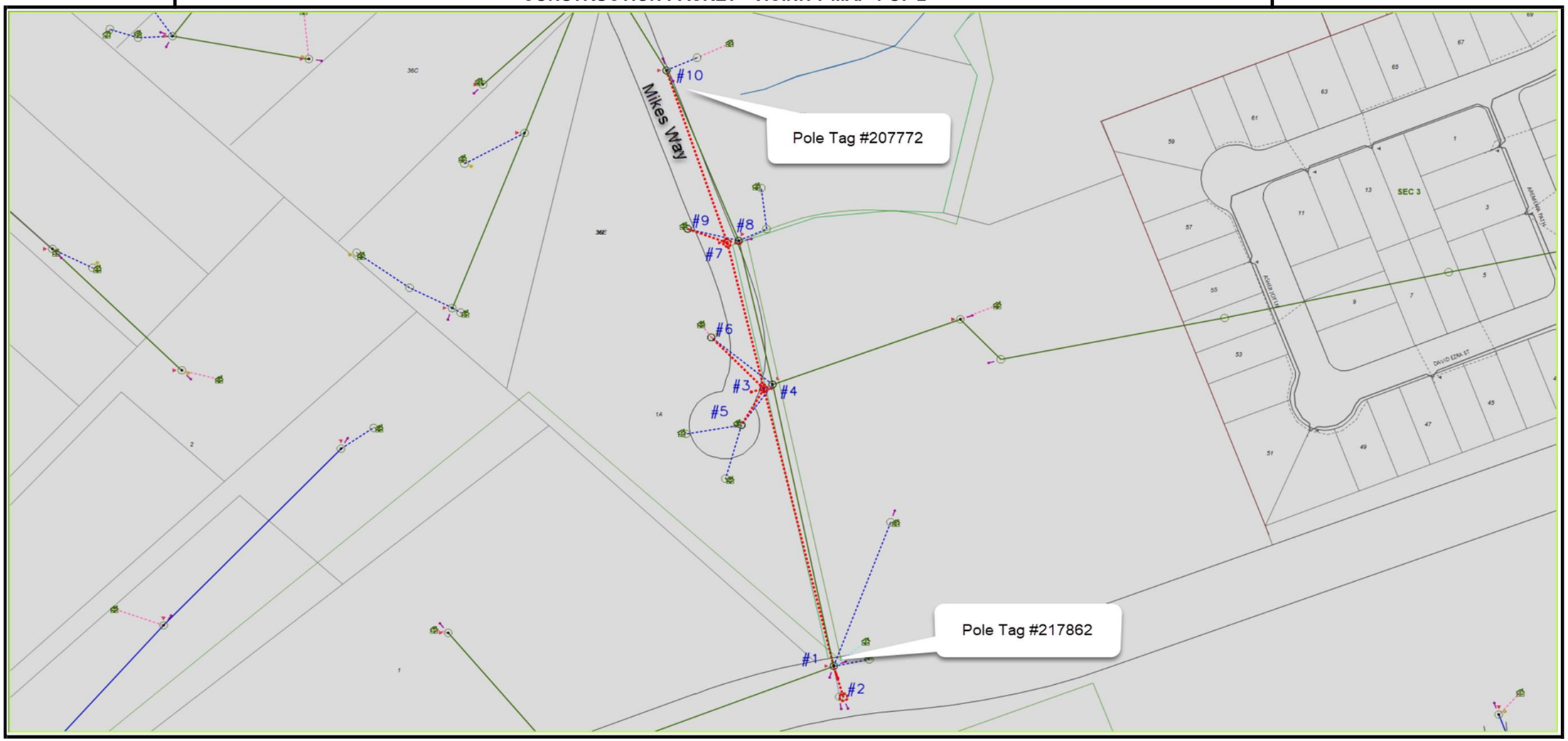
Pedernales Electric Cooperative

CONSTRUCTION PACKET - MAP SKETCH Printed: 1/8/2021

X Coordinate:	0	Description:			
Y Coordinate:	0	Single phase relocation due to future road improvements		WO Number:	139114
GPS N				Design Name:	RW_LA130_S SAN GABRIEL RANCHES SUBD
GPS W					
County:	WILLIAMSON	Job Site:		Name & Address:	
City	LEANDER				
Substat:	LEANDER T2				
Feeder:	LA130	Date Letter Sent:		USC Location:	0
Subdivision:	South San Gabriel Ranches	Amount Due:			
Phase:		Date Payment Recd:		Main Phone:	
		Amount Recd:		Business Phone:	
Sect:		Directions:		Cell Phone:	
Lot:		Heading south down 183A turn left onto San Gabriel Pwky after passing South San Gabriel River. Once on San Gabriel Pkwy turn onto S Gabriel Dr (CR270) and then turn onto Baker Lane. Locations #1-10 are along Mikes Way, which is off of Baker Lane. Location #11 is on Baker Lane		Appl Date:	9/14/2020
Block:				Released:	
One Call:					
One Call:				Staked By:	LTSI
1 Tel Co:					
Communications:		Comments:			
Communications:		Call Blair Smith at LTSI with any questions or concerns. 512-590-0267		Voltage/Phase:	14.4 / C
1 Gas Co:					
1 CATV:					
1 Water:					
1 Wastewater:		Eas Rec:		Completed By:	

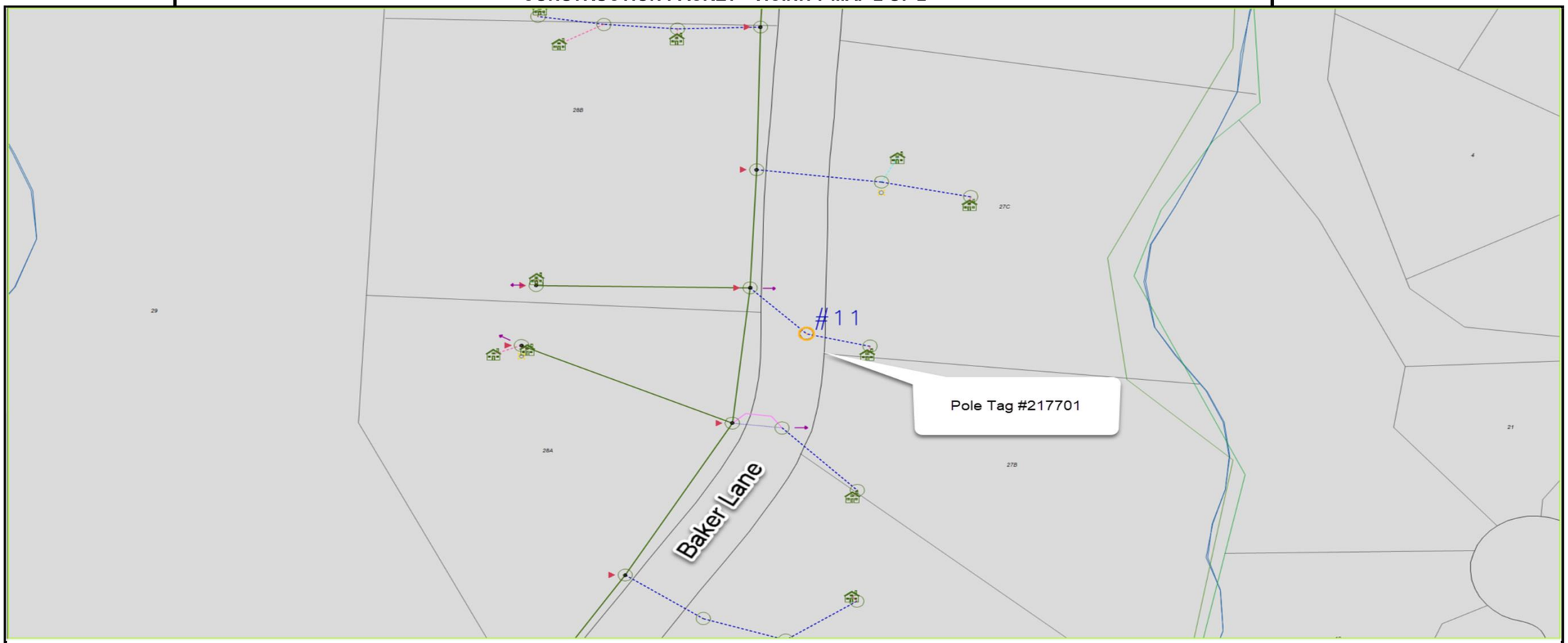
Pedernales Electric Cooperative

CONSTRUCTION PACKET - VICINITY MAP 1 OF 2



Pedernales Electric Cooperative

CONSTRUCTION PACKET - VICINITY MAP 2 OF 2



ASSEMBLY UNITS SUMMARY

Location

Location Name	Function	Unit	Quantity	Remark	Description
#1	Added	E1-2	1		Un-grounded Single Down Guy
#1	Added	F1-3	1		Anchor 3/4"x8' Rod 10k Pound Anchor
#1	Added	P35-4	1		Pole 35 Ft Class 4 Wood
#1	Removed	E1-1	1		Grounded Single Down Guy
#1	Removed	F1-3	1		Anchor 3/4"x8' Rod 10k Pound Anchor
#1	Removed	P30-5	1		Pole 30 Ft Class 5 Wood
#2	Added	E2-2	1		Un-grounded Single Overhead Guy
#2	Removed	E2-2	1		Un-grounded Single Overhead Guy
#3	Removed	A1	1		1Ph Tangent Single Support
#3	Removed	A5-1N	1		1Ph Tap off of a 1Ph pole Less Neutral
#3	Removed	E1-1	1		Grounded Single Down Guy
#3	Removed	F1-3	1		Anchor 3/4"x8' Rod 10k Pound Anchor
#3	Removed	G135	1		1Phase Transformer Pre-mounted arrester
#3	Removed	G37.5DV	1		Tran OH DV 120/240 37.5 1 Bush
#3	Removed	J6	1		Sec or N Assemb Swinging Sec clevis
#3	Removed	KDHC	2		RO:Svc Assemb Wedge Clamp w/ drive hook
#3	Removed	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#3	Removed	M42-11	1		Deadend Assembly #4 or #1-0 ACSR
#3	Removed	M5-23.1.1	2		Stirrup Hot Line #4 or #1/0
#3	Removed	O4 ACSR	862		OH Conductor 4 ACSR
#3	Removed	P40-4	1		Pole 40 Ft Class 4 Wood
#4	Added	A1	1		1Ph Tangent Single Support
#4	Added	A5-1	1		1Ph Tap off of a 1Ph pole
#4	Added	E1-2	1		Un-grounded Single Down Guy
#4	Added	F1-3	1		Anchor 3/4"x8' Rod 10k Pound Anchor
#4	Added	G135	1		1Phase Transformer Pre-mounted arrester
#4	Added	K18	1		LO: Service Assembly Eye Bolt

#4	Added	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#4	Added	M42-11	2		Deadend Assembly #4 or #1-0 ACSR
#4	Added	M5-23.1.1	2		Stirrup Hot Line #4 or #1/0
#4	Added	O4 ACSR	868	LOC#1 TO #4	OH Conductor 4 ACSR
#4	Added	P45-3	2		Pole 45 Ft Class 3 Wood
#4	Added	VG37.5	1		TRAN OH 14.4 120/240 37.5 1 BUSH
#4	Added	ZM5-15B	1		18" 3 position fbrgls Standoff Bracket
#5	Added	O1-0 TP	76	LOC #4 TO #5	OH Service Conductor 1-0 Triplex
#5	Removed	O2 TP	64		OH Service Conductor Triplex
#6	Added	O1-0 TP	114	LOC #4 TO #6	OH Service Conductor 1-0 Triplex
#6	Removed	O1-0 TP	108		OH Service Conductor 1-0 Triplex
#7	Removed	A6N	1		1Ph Double Deadend Less Neutral
#7	Removed	E1-1	1		Grounded Single Down Guy
#7	Removed	F1-3	1		Anchor 3/4"x8' Rod 10k Pound Anchor
#7	Removed	G135	1		1Phase Transformer Pre-mounted arrester
#7	Removed	G25DV	1		Tran OH DV 120/240 25 1 Bush
#7	Removed	J6	2		Sec or N Assemb Swinging Sec clevis
#7	Removed	K18	1		LO: Service Assembly Eye Bolt
#7	Removed	KDHC	1		RO:Svc Assemb Wedge Clamp w/ drive hook
#7	Removed	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#7	Removed	M42-11	1		Deadend Assembly #4 or #1-0 ACSR
#7	Removed	M5-23.1.1	1		Stirrup Hot Line #4 or #1/0
#7	Removed	M5-4	1		DA Bolt Adapter - side insul pole jumper
#7	Removed	O4 ACSR	452		OH Conductor 4 ACSR
#7	Removed	P40-4	1		Pole 40 Ft Class 4 Wood
#8	Added	A5	1		1Ph Deadend
#8	Added	A5-3	1		1Ph Tap off an Existing Bolt
#8	Added	E1-2	1		Un-grounded Single Down Guy
#8	Added	F1-3	1		Anchor 3/4"x8' Rod 10k Pound Anchor
#8	Added	G135	1		1Phase Transformer Pre-mounted arrester
#8	Added	K18	1		LO: Service Assembly Eye Bolt
#8	Added	K19	1		LO: Service Assembly Eye Nut
#8	Added	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"

#8	Added	M42-11	4		Deadend Assembly #4 or #1-0 ACSR
#8	Added	M5-2	1		Pole top pin and insulator
#8	Added	O4 ACSR	445	LOC#4 TO #8	OH Conductor 4 ACSR
#8	Added	P45-3	1		Pole 45 Ft Class 3 Wood
#8	Added	VG25	1		Tran OH 14.4 120/240 25 1 Bush
#8	Added	ZM5-15B	1		18" 3 position fbrgls Standoff Bracket
#9	Added	O1-0 TP	76	LOC #8 TO #9	OH Service Conductor 1-0 Triplex
#9	Removed	O2 TP	61		OH Service Conductor Triplex
#10	Added	A5	1		1Ph Deadend
#10	Added	A5-3	1		1Ph Tap off an Existing Bolt
#10	Added	E1-2	2		Un-grounded Single Down Guy
#10	Added	F1-3	2		Anchor 3/4"x8' Rod 10k Pound Anchor
#10	Added	G135	1		1Phase Transformer Pre-mounted arrester
#10	Added	K18	1		LO: Service Assembly Eye Bolt
#10	Added	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#10	Added	M42-11	4		Deadend Assembly #4 or #1-0 ACSR
#10	Added	M5-2	1		Pole top pin and insulator
#10	Added	M5-23.1.1	2		Stirrup Hot Line #4 or #1/0
#10	Added	O4 ACSR	555	LOC #8 TO #10	OH Conductor 4 ACSR
#10	Added	P45-4	1		Pole 45 Ft Class 4 Wood
#10	Added	VG10	1		Tran OH 14.4 120/240 10 1 Bush
#10	Added	ZM5-15B	1		18" 3 position fbrgls Standoff Bracket
#10	Removed	A6N	1		1Ph Double Deadend Less Neutral
#10	Removed	E1-1	2		Grounded Single Down Guy
#10	Removed	F1-3	2		Anchor 3/4"x8' Rod 10k Pound Anchor
#10	Removed	G10DV	1		Tran OH DV 120/240 10 1 Bush
#10	Removed	G135	1		1Phase Transformer Pre-mounted arrester
#10	Removed	J6	2		Sec or N Assemb Swinging Sec clevis
#10	Removed	K18	1		LO: Service Assembly Eye Bolt
#10	Removed	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#10	Removed	M42-11	2		Deadend Assembly #4 or #1-0 ACSR
#10	Removed	M5-23.1.1	1		Stirrup Hot Line #4 or #1/0
#10	Removed	M5-4	1		DA Bolt Adapter - side insul pole jumper

#10	Removed	O4 ACSR	549		OH Conductor 4 ACSR
#10	Removed	P45-4	1		Pole 45 Ft Class 4 Wood
#11	Added	K18	1		LO: Service Assembly Eye Bolt
#11	Added	K19	1		LO: Service Assembly Eye Nut
#11	Added	P40-5	1		Pole 40 Ft Class 5 Wood
#11	Added	P45-4	1		Pole 45 Ft Class 4 Wood
#11	Removed	K14	1		Service Assembly Service Clevis
#11	Removed	P40-4	1		Pole 40 Ft Class 4 Wood

Summary

Unit	Function	Quantity	Description
A1	Removed	1	1Ph Tangent Single Support
A1	Added	1	1Ph Tangent Single Support
A5	Added	2	1Ph Deadend
A5-1	Added	1	1Ph Tap off of a 1Ph pole
A5-1N	Removed	1	1Ph Tap off of a 1Ph pole Less Neutral
A5-3	Added	2	1Ph Tap off an Existing Bolt
A6N	Removed	2	1Ph Double Deadend Less Neutral
E1-1	Removed	5	Grounded Single Down Guy
E1-2	Added	5	Un-grounded Single Down Guy
E2-2	Removed	1	Un-grounded Single Overhead Guy
E2-2	Added	1	Un-grounded Single Overhead Guy
F1-3	Removed	5	Anchor 3/4"x8' Rod 10k Pound Anchor
F1-3	Added	5	Anchor 3/4"x8' Rod 10k Pound Anchor
G10DV	Removed	1	Tran OH DV 120/240 10 1 Bush
G135	Removed	3	1Phase Transformer Pre-mounted arrester
G135	Added	3	1Phase Transformer Pre-mounted arrester
G25DV	Removed	1	Tran OH DV 120/240 25 1 Bush
G37.5DV	Removed	1	Tran OH DV 120/240 37.5 1 Bush
J6	Removed	5	Sec or N Assemb Swinging Sec clevis
K14	Removed	1	Service Assembly Service Clevis
K18	Removed	2	LO: Service Assembly Eye Bolt
K18	Added	4	LO: Service Assembly Eye Bolt

K19	Added	2	LO: Service Assembly Eye Nut
KDHC	Removed	3	RO:Svc Assemb Wedge Clamp w/ drive hook
M2-2	Removed	3	Pole Grnd Butt Plate NESC "Made Ground"
M2-2	Added	3	Pole Grnd Butt Plate NESC "Made Ground"
M42-11	Removed	4	Deadend Assembly #4 or #1-0 ACSR
M42-11	Added	10	Deadend Assembly #4 or #1-0 ACSR
M5-2	Added	2	Pole top pin and insulator
M5-23.1.1	Removed	4	Stirrup Hot Line #4 or #1/0
M5-23.1.1	Added	4	Stirrup Hot Line #4 or #1/0
M5-4	Removed	2	DA Bolt Adapter - side insul pole jumper
O1-0 TP	Added	265	OH Service Conductor 1-0 Triplex
O1-0 TP	Removed	108	OH Service Conductor 1-0 Triplex
O2 TP	Removed	125	OH Service Conductor Triplex
O4 ACSR	Removed	1863	OH Conductor 4 ACSR
O4 ACSR	Added	1867	OH Conductor 4 ACSR
P30-5	Removed	1	Pole 30 Ft Class 5 Wood
P35-4	Added	1	Pole 35 Ft Class 4 Wood
P40-4	Removed	3	Pole 40 Ft Class 4 Wood
P40-5	Added	1	Pole 40 Ft Class 5 Wood
P45-3	Added	3	Pole 45 Ft Class 3 Wood
P45-4	Removed	1	Pole 45 Ft Class 4 Wood
P45-4	Added	2	Pole 45 Ft Class 4 Wood
VG10	Added	1	Tran OH 14.4 120/240 10 1 Bush
VG25	Added	1	Tran OH 14.4 120/240 25 1 Bush
VG37.5	Added	1	TRAN OH 14.4 120/240 37.5 1 BUSH
ZM5-15B	Added	3	18" 3 position fbrgls Standoff Bracket

Cost Summary

Pedernales Electric Cooperative, Inc.

Williamson County

South San Gabriel Ranches Subdivision Improvements

R.O.W. Cost Estimate	$1,645.00
Lamar Technical Services, Inc.	$23,093.75
Pedernales Electric Cooperative, Inc (PEC) Cost Estimate	$26,445.64
Total Cost:	**$51,184.39**
Reimbursement Eligibilty Ratio:	100%
Amount Eligible for Reimbursement:	**$51,184.39**

R.Ø.W. Right of Way Services
CWC Right of Way, Inc.
1012 FM 609

Invoice

Date	Invoice #
1/27/2021	8968

Bill To

Pedernales Electric Cooperative
PO Box 1
Johnson City, TX 78636

Job No.	Terms	Sales Manager
	Net 30	John

Quantity	Description	Rate	Amount
	Attn: willie.pack@lamartechnicalservices.com 246 Mikes Way Leander and CR 270 RW.LA130.S San Gabriel Ranches Sub WO: 139114 Jan 25, 2021		
7	Chipper crew hours	235.00	1,645.00T
	Sales Tax	0.00%	0.00

Thank you for your business!

Total $1,645.00

Remit Payment To:
CWC Right of Way, Inc.
P.O. Box 608
La Grange, TX 78945
Phone: 979-247-3448
Fax: 979-859-7001

08/23/2022 1:22:39 pm

WORK ORDER
ESTIMATE SUMMARY

Work Order: 139114
Revision: 0
Desc: RW_LA130_S SAN GABRIEL RANCHES SUBD
Type: New Construction
Status: Open

Open Date: 09/14/2020
Staked By:
Rel By:
Rel Date:

Project: 1900 - Liberty Hill District
Map Location:
Service Location: 0
Customer: WILLIAMSON COUNTY

Tran Type: Construction

Assembly Unit / Description	Rate Group	Qty / Labor Hrs	Total Hours	Material Cost	Material Overhead	Labor Cost	Labor Overhead	Total Cost
A1 1Ph Tangent Single Support	1000 - Distribution Construction Blende	1.000 0.8000	0.8000	29.87	4.19	36.04	75.97	146.07
A5 1Ph Deadend	1000 - Distribution Construction Blende	2.000 1.2000	2.4000	38.11	5.34	108.12	227.92	379.49
A5-1 1Ph Tap off of a 1Ph pole	1000 - Distribution Construction Blende	2.000 1.5000	3.0000	59.85	8.38	135.15	284.90	488.28
E1-2 Un-grounded Single Down Guy	1000 - Distribution Construction Blende	3.000 1.1000	3.3000	237.79	33.29	148.67	313.40	733.15
E2-2 Un-grounded Single Overhead Guy	1000 - Distribution Construction Blende	1.000 2.3000	2.3000	85.44	11.63	103.62	218.43	419.12
F1-3 Anchor 3/4"x8' Rod 10k Pound Anchor	1000 - Distribution Construction Blende	3.000 1.7000	5.1000	164.23	23.00	229.76	484.33	901.32
G135 1Phase Transformer Pre-mounted arrester	1000 - Distribution Construction Blende	3.000 0.5000	1.5000	387.94	54.31	67.58	142.46	652.29
K18 LO: Service Assembly Eye Bolt	1000 - Distribution Construction Blende	4.000 0.5000	2.0000	0.00	0.00	90.10	189.93	280.03
M2-2 Pole Grnd Butt Plate NESC "Made Ground"	1000 - Distribution Construction Blende	3.000 0.7000	2.1000	358.20	50.15	94.61	199.43	702.39
M42-11 Deadend Assembly #4 or #1-0 ACSR	1000 - Distribution Construction Blende	10.000 0.8000	8.0000	84.63	11.85	360.40	759.72	1,216.60
M5-2 Pole top pin and insulator	1000 - Distribution Construction Blende	2.000 0.5000	1.0000	57.22	8.01	45.05	94.97	205.25
M5-23.1.1 Stirrup Hot Line #4 or #1/0	1000 - Distribution Construction Blende	3.000 0.5000	1.5000	55.82	7.81	67.58	142.46	273.67
M5-4 DA Bolt Adapter - side insul pole jumper	1000 - Distribution Construction Blende	1.000 0.5000	0.5000	27.15	3.80	22.53	47.50	100.98
O1-0 TP OH Service Conductor 1-0 Triplex	1000 - Distribution Construction Blende	244.000 0.0220	5.3680	330.30	46.24	241.83	509.78	1,128.15
O4 ACSR OH Conductor 4 ACSR	1000 - Distribution Construction Blende	1,848.000 0.0050	9.2400	371.45	52.00	416.26	877.48	1,717.19
P35-4 Pole 35 Ft Class 4 Wood	1000 - Distribution Construction Blende	1.000 3.1000	3.1000	244.12	34.18	139.66	294.40	712.36

*I - Inventory / *E - Exempt Inventory / *N - Noninventory assigned through Work Order > Work Order > Assign Item and/or SAG Factor calculated on Assembly Unit(s). These contain item costs only.

WORK ORDER
ESTIMATE SUMMARY

Work Order: 139114
Revision: 0
Desc: RW_LA130_S SAN GABRIEL RANCHES SUBD
Type: New Construction
Status: Open

Open Date: 09/14/2020
Staked By:
Rel By:
Rel Date:

Project: 1900 - Liberty Hill District
Map Location:
Service Location: 0
Customer: WILLIAMSON COUNTY

Tran Type: Construction

Assembly Unit / Description	Rate Group	Qty/ Labor Hrs	Total Hours	Material Cost	Material Overhead	Labor Cost	Labor Overhead	Total Cost
P40-5 Pole 40 Ft Class 5 Wood	1000 - Distribution Construction Blende	1.000 3.4000	3.4000	266.11	37.26	153.17	322.88	779.42
P45-3 Pole 45 Ft Class 3 Wood	1000 - Distribution Construction Blende	2.000 4.0000	8.0000	848.24	118.75	360.40	759.72	2,087.11
P45-4 Pole 45 Ft Class 4 Wood	1000 - Distribution Construction Blende	1.000 4.0000	4.0000	369.03	51.66	180.20	379.87	980.76
VG10 Tran OH 14.4 120/240 10 1 Bush	1000 - Distribution Construction Blende	1.000 5.2000	5.2000	689.33	96.51	234.26	493.82	1,513.92
VG25 Tran OH 14.4 120/240 25 1 Bush	1000 - Distribution Construction Blende	1.000 5.2000	5.2000	1,165.39	163.15	234.26	493.82	2,056.62
VG37.5 TRAN OH 14.4 120/240 37.5 1 BUSH	1000 - Distribution Construction Blende	1.000 5.2000	5.2000	1,403.20	196.45	234.26	493.82	2,327.73
ZM5-15B 18" 3 position fbrgls Standoff Bracket	1000 - Distribution Construction Blende	3.000 0.6000	1.8000	125.10	17.51	81.09	170.94	394.64
*I 2000222 Cable Triplex 1/0 Al XLP Design Codes: Pole: Wire: Neutral: Miscellaneous:	-	0.200 0.0000		0.27	0.04	0.00	0.00	0.31
Total For Construction Assembly Units:			84.0080	7,398.79	1,035.51	3,784.60	7,977.95	20,196.85

*I - Inventory / *E - Exempt Inventory / *N - Noninventory assigned through Work Order > Work Order > Assign Item and/or SAG Factor calculated on Assembly Unit(s). These contain item costs only.

08/23/2022 1:22:39 pm

WORK ORDER
ESTIMATE SUMMARY

Work Order: 139114
Revision: 0
Desc: RW_LA130_S SAN GABRIEL RANCHES SUBD
Type: New Construction
Status: Open

Open Date: 09/14/2020
Staked By:
Rel By:
Rel Date:

Project: 1900 - Liberty Hill District
Map Location:
Service Location: 0
Customer: WILLIAMSON COUNTY

Tran Type: Retirement

Assembly Unit / Description	Rate Group	Qty/ Labor Hrs	Total Hours	Material Cost	Material Overhead	Labor Cost	Labor Overhead	Total Cost
A1 1Ph Tangent Single Support	1000 - Distribution Construction Blende	1.000 0.7000	0.7000	0.00	0.00	31.54	66.48	98.02
A6N 1Ph Double Deadend Less Neutral	1000 - Distribution Construction Blende	2.000 1.3000	2.6000	0.00	0.00	117.13	246.91	364.04
E1-1 Grounded Single Down Guy	1000 - Distribution Construction Blende	4.000 0.8000	3.2000	0.00	0.00	144.16	303.89	448.05
E2-2 Un-grounded Single Overhead Guy	1000 - Distribution Construction Blende	1.000 1.3000	1.3000	0.00	0.00	58.57	123.46	182.03
F1-3 Anchor 3/4"x8' Rod 10k Pound Anchor	1000 - Distribution Construction Blende	5.000 0.5000	2.5000	0.00	0.00	112.63	237.43	350.06
G10DV Tran OH DV 120/240 10 1 Bush	1000 - Distribution Construction Blende	1.000 2.7000	2.7000	0.00	0.00	121.64	256.42	378.06
G135 1Phase Transformer Pre-mounted arrester	1000 - Distribution Construction Blende	3.000 0.4000	1.2000	0.00	0.00	54.06	113.95	168.01
G25DV Tran OH DV 120/240 25 1 Bush	1000 - Distribution Construction Blende	1.000 2.7000	2.7000	0.00	0.00	121.64	256.42	378.06
G37.5DV Tran OH DV 120/240 37.5 1 Bush	1000 - Distribution Construction Blende	1.000 2.7000	2.7000	0.00	0.00	121.64	256.42	378.06
J6 Sec or N Assemb Swinging Sec clevis	1000 - Distribution Construction Blende	3.000 0.4000	1.2000	0.00	0.00	54.06	113.95	168.01
K14 Service Assembly Service Clevis	1000 - Distribution Construction Blende	1.000 0.3000	0.3000	0.00	0.00	13.52	28.50	42.02
K18 LO: Service Assembly Eye Bolt	1000 - Distribution Construction Blende	2.000 0.5000	1.0000	0.00	0.00	45.05	94.97	140.02
KDHC RO:Svc Assemb Wedge Clamp w/ drive hoo	1000 - Distribution Construction Blende	3.000 0.1000	0.3000	0.00	0.00	13.52	28.50	42.02
M2-2 Pole Grnd Butt Plate NESC "Made Ground"	1000 - Distribution Construction Blende	3.000 0.5000	1.5000	0.00	0.00	67.58	142.46	210.04
M42-11 Deadend Assembly #4 or #1-0 ACSR	1000 - Distribution Construction Blende	5.000 0.4000	2.0000	0.00	0.00	90.10	189.93	280.03
M5-2 Pole top pin and insulator	1000 - Distribution Construction Blende	1.000 0.3000	0.3000	0.00	0.00	13.52	28.50	42.02

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WORK ORDER
ESTIMATE SUMMARY

Work Order: 139114
Revision: 0
Desc: RW_LA130_S SAN GABRIEL RANCHES SUBD
Type: New Construction
Status: Open

Open Date: 09/14/2020
Staked By:
Rel By:
Rel Date:

Project: 1900 - Liberty Hill District
Map Location:
Service Location: 0
Customer: WILLIAMSON COUNTY

Tran Type: Retirement

Assembly Unit / Description	Rate Group	Qty/ Labor Hrs	Total Hours	Material Cost	Material Overhead	Labor Cost	Labor Overhead	Total Cost
M5-23.1.1		2.000						
Stirrup Hot Line #4 or #1/0	1000 - Distribution Construction Blende	0.2000	0.4000	0.00	0.00	18.02	37.98	56.00
M5-4		2.000						
DA Bolt Adapter - side insul pole jumper	1000 - Distribution Construction Blende	0.3000	0.6000	0.00	0.00	27.03	56.98	84.01
O1-0 TP		94.000						
OH Service Conductor 1-0 Triplex	1000 - Distribution Construction Blende	0.0130	1.2220	0.00	0.00	55.05	116.05	171.10
O2 TP		112.000						
OH Service Conductor Triplex	1000 - Distribution Construction Blende	0.0100	1.1200	0.00	0.00	50.46	106.37	156.83
O4 ACSR		1,862.000						
OH Conductor 4 ACSR	1000 - Distribution Construction Blende	0.0030	5.5860	0.00	0.00	251.65	530.48	782.13
P30-5		1.000						
Pole 30 Ft Class 5 Wood	1000 - Distribution Construction Blende	1.6000	1.6000	0.00	0.00	72.08	151.95	224.03
P40-4		3.000						
Pole 40 Ft Class 4 Wood	1000 - Distribution Construction Blende	1.9000	5.7000	0.00	0.00	256.79	541.32	798.11
P45-4		1.000						
Pole 45 Ft Class 4 Wood	1000 - Distribution Construction Blende	2.2000	2.2000	0.00	0.00	99.11	208.92	308.03
Total For Retirement Assembly Units:			44.6280	0.00	0.00	2,010.55	4,238.24	6,248.79
Total For Work Order 139114:			128.6360	7,398.79	1,035.51	5,795.15	12,216.19	26,445.64

*I - Inventory / *E - Exempt Inventory / *N - Noninventory assigned through Work Order > Work Order > Assign Item and/or SAG Factor calculated on Assembly Unit(s). These contain item costs only.

WORK ORDER
ESTIMATE SUMMARY

PARAMETERS ENTERED:

Update Estimate: No
Work Order: 139114;0
Transaction Type: Both
Exclude Salvage: No
Page Break On Work Order: No

*I - Inventory / *E - Exempt Inventory / *N - Noninventory assigned through Work Order > Work Order > Assign Item and/or SAG Factor calculated on Assembly Unit(s). These contain item costs only.

LAMAR TECHNICAL SERVICES, INC.

Please note that all information included in the attached cost estimate is strictly confidential and is intended only for the use of Hays County and Pedernales Electric Cooperative, Inc. (PEC) staff required to review. In no way shall this information be published, conveyed, transmitted or communicated in any fashion including to employees of Lamar Technical Services, Inc. (LTSI) or other vendors without prior written consent from LTSI.

LAMAR TECHNICAL SERVICES, INC.

2002 Windy Terrace
Cedar Park, TX 78613
(512) 996-8630

STANDARD AGREEMENT COST ESTIMATE

South San Gabriel Ranches Subd - WO# 139114

	Item No.	Description	Unit	Estimated Costs	
				QTY	Amount
				#	$
Engineering	1	Construction Drawings - Technician I	Hourly	25	$2,625.00
	2	Field Staking - Line Staking Technician I	Hourly	20	$2,100.00
	3	Field Staking - Line Staking Technician III	Hourly	20	$1,100.00
	4	Staking Sheets - Technician I	Hourly	20	$2,100.00
	5	GPS Mapping - Technician I	Hourly	20	$2,100.00
	6	GPS Mapping - Technician III	Hourly	20	$1,100.00
	7	Professional Engineer	Hourly	0	$0.00
	8	Project Managemant - Technician I	Hourly	45	$4,725.00
	9	Easements - Technician I	Hourly	10	$1,050.00
	10	Reimbursement Agreement - Technician I	Hourly	15	$1,575.00
	11	Hotel Expense	Daily	0	$0.00
		TOTALS		**195.00**	**$18,475.00**
		Plus 25% incidentals			**$ 23,093.75**

We appreciate the opportunity to provide an estimate for this project. Feel free to contact Blair Smith with any questions you may have.

Sincerely,

Blair Smith
Lamar Technical Services, Inc.
blair.smith@lamartechnicalservices.com

(Attachment “B”)

Utility’s Schedule of Work and Estimated Date of Completion

Start Date: February 6, 2023

Estimated Duration (days): 10

Completion Date: February 17, 2023

(Attachment “C”)

Eligibility Ratio

.

Eligibility is established at 100 %

Attachment "C"
PEDERNALES ELECTRIC COOPERATIVE
South San Gabriel Ranches - WO# 139114

Sheet Number	Conflict Number	Location Number	Station	Eligible for Reimbursement			Not Eligible for Reimbursement
				Facility on Private Property (Easement On File)	Facility in Public Utility Easement	Facility on Private Property (No Easement)	
1		7			✓		
2		11			✓		
Totals				**0**	**2**	**0**	**0**

Eligible =	2
Non-Eligible =	0
GRAND TOTAL =	2
ELIGIBILITY RATIO =	**100.00%**

(Attachment “D”)

Betterment Calculation and Estimates

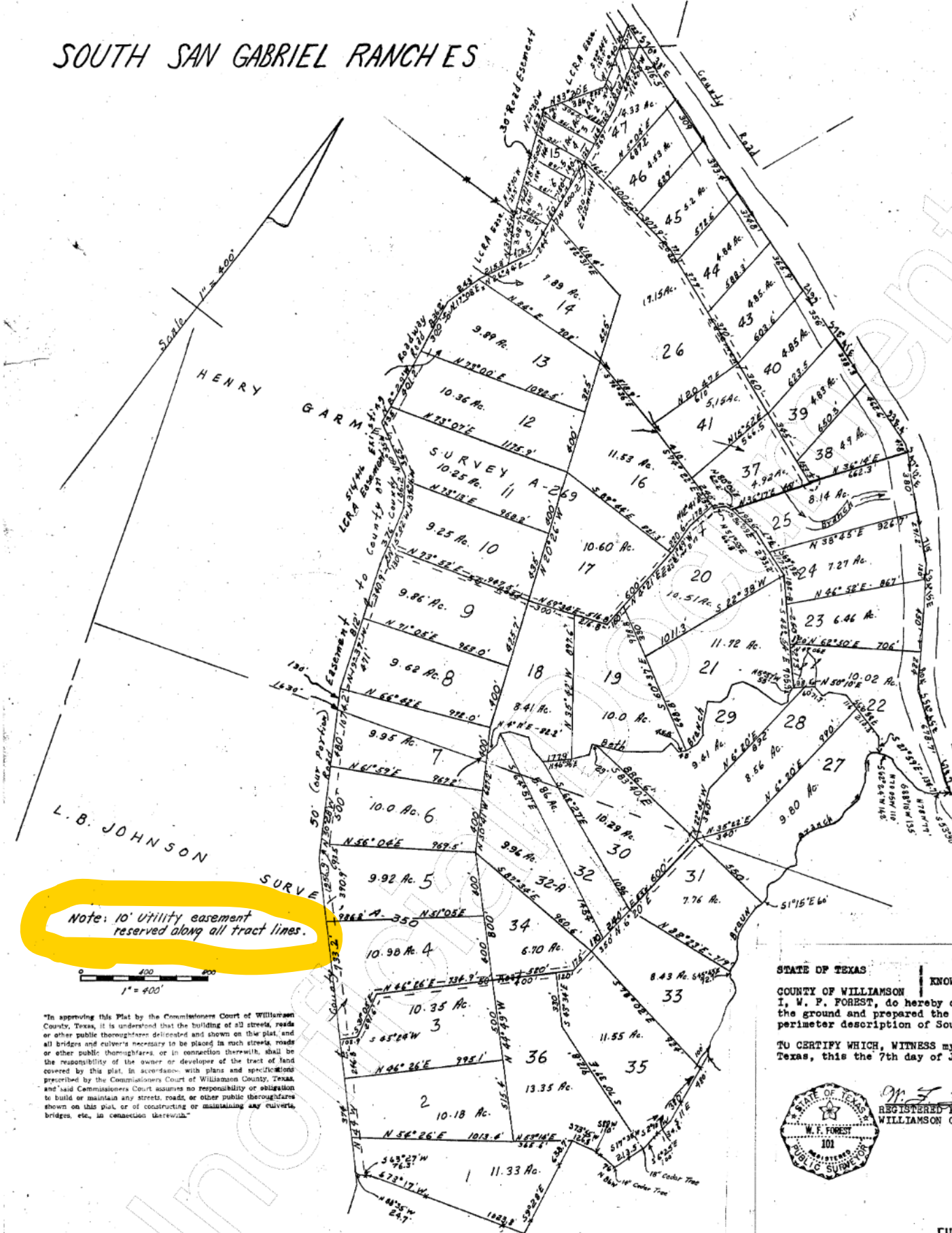
☒ **Betterment does not exist in this agreement.**

_0_ % Betterment

(Attachment "E")

Proof of Property Interest

SOUTH SAN GABRIEL RANCHES



Meanders of Braun Branch

S 66°50'W - 54'
S 21°23'E - 104.5'
S 26°10'E - 170'
S 15° E - 94'
South - 122'
S 34° W - 193'
S 7° E - 107'
S 38°10'E - 113'
S 39°15'W - 50'
S 1°15'W - 140'
S 63°40'W - 45'
S 35°55'E - 70.3'
S 1°15'E - 280'
S 17°45'E - 75.4'
S 60°47'E - 58.2'
S 29°45'E - 60'
S 8° E - 54'
S 29°45'E - 70'
S 45°43'E - 72.7'
S 1° E - 200'
S 18°47'E - 222.7'

Meanders of Beth Branch

N 4°11'E - 82.2'
N 22°59'W - 76.7'
N 42°56'E - 66.9
N 68°56'E - 119.2'
S 55°49'E - 84.9'
S 77°44'E - 98.3'
N 46°36'E - 177.9'
N 37°03'E - 114.0'
N 16°53'W - 68'
N 65°10'E - 204.5'
N 57°12'E - 129.3'
N 51°39'E - 112.1'
N 10°45'E - 78.6'
S 25°15'E - 68.6'
N 43°34'E - 48'
N 20°19'E - 97.4'
N 0°32'W - 63.5'
N 46°04'W - 69.4
N 24°09'W - 152'
N 56°06'E - 76.9'
N 16°09'E - 58'
N 11°53'W - 90.3'
N 38°14'E - 68.9'
N 80°26'E - 88.9'
S 89°06'E - 138.8'
N 90°21'E - 61'
N 35°22'E - 41.9'
N 27°16'W - 51.8'
N 5°37'W - 149.2'
N 23°46'W - 105.3'
N 3°41'W - 49.4'
S 88°28'E - 67.8'
S 47°30'E - 67.4'
S 34°30'E - 108'
S 71°58'E - 71.7'
N 23°03'E - 55.9'
N 69° E - 104.7'
S 66°58'E - 324.8'
S 21°59'E - 134.7'

"In approving this Plat by the Commissioners Court of Williamson County, Texas, it is understood that the building of all streets, roads or other public thoroughfares delineated and shown on this plat, and all bridges and culverts necessary to be placed in such streets, roads or other public thoroughfares, or in connection therewith, shall be the responsibility of the owner or developer of the tract of land covered by this plat, in accordance with plans and specifications prescribed by the Commissioners Court of Williamson County, Texas, and said Commissioners Court assumes no responsibility or obligation to build or maintain any streets, roads, or other public thoroughfares shown on this plat, or of constructing or maintaining any culverts, bridges, etc., in connection therewith."

STATE OF TEXAS | KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

I, W. F. FOREST, do hereby certify that I did survey on the ground and prepared the above plat and the attached perimeter description of South San Gabriel Ranches.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown Texas, this the 7th day of June, 1969. A. D.

STATE OF TEXAS
W. F. FOREST
101
REGISTERED PUBLIC SURVEYOR

W. F. FOREST
REGISTERED PUBLIC SURVEYOR # 101
WILLIAMSON COUNTY SURVEYOR

553

FILED FOR RECORD
at 3:15 o'clock P M.

JUN 9 - 1969

DICK CERVENKA
Clerk County Court Williamson Co., Texas
By _____ Deputy

Unofficial Document

CABINET B 553 SLIDE 87

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That Gene Bilberry, Trustee, with principal offices and place of business in Kingsland, Llano County, Texas, owner of the hereon designated land out of the L. B. Johnson Survey, A-350 and the Henry Garmes Survey, A-269, in Williamson County, Texas, being that certain 407.56 acre tract conveyed by L. G. Whitehead et ux to Gene Bilberry, Trustee, by deed dated May 8, 1969 recorded in Vol. 517, Page 612, of the Deed Records of Williamson County, Texas, do hereby subdivide said 407.56 acres in accordance with the foregoing plat and do hereby adopt this plat and subdivision to be known as SOUTH SAN GABRIEL RANCHES and do hereby dedicate to the public use all streets and easements shown on said plat.

WITNESS MY HAND this the 22nd day of May A. D. 1969.

Gene Bilberry
GENE BILBERRY, TRUSTEE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Gene Bilberry, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of May A. D. 1969.

NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That I, L. G. Whitehead, lienholder on the hereabove designated 407.56 acres of land out of the L. B. Johnson Survey, A-350 and the Henry Garmes Survey, A-269, Williamson County, Texas, as evidenced by Deed of Trust to Joe B. McMaster, Trustee, recorded in Vol. 139, Page 170, of the Deed of Trust Records of Williamson County, Texas, do hereby adopt this plat as a subdivision to be known as SOUTH SAN GABRIEL RANCHES, and do hereby dedicate to the public use, all streets and easements shown thereon.

WITNESS OUR HANDS this the 22nd day of May A. D. 1969.

L. G. WHITEHEAD

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared L. G. Whitehead, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of May A. D. 1969.

NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

PERIMETER FIELD NOTES OF SOUTH SAN GABRIEL RANCHES

BEING 407.56 acres in Williamson County, Texas, 269.76 acres of the Henry Garmes Survey, Abst. # 269, and 137.8 acres of the L. B. Johnson Survey, Abst. # 350, being the same tract called 407.38 acres described in a deed to L. G. Whitehead of record in Vol. 451, Page 641, Deed Records, Williamson County, Texas. Surveyed on the ground by W. F. Forest, Registered Public Surveyor # 101, in May of 1969.

BEGINNING at an iron pin set beside a fence corner post at the lower S E corner of the Whitehead tract. This point stands S 73° E 4657 feet from the N W corner of the L. B. Johnson Survey.

THENCE S 73° 17' W 1023.8 feet with a fence to set an iron pin in a fence.

THENCE S 63° 27' W 76.3 feet to set an iron pin beside a fence corner post in the East line of a County Road.

THENCE N 88° 35' W 24.7 feet to set an iron pin in the center of the road.

THENCE with center of said road, marking all angle points with iron pins as follows: N 44° W 1956.9 feet, N 30° 28' W 1074.2 feet, N 19° 37'W 812 feet, N 15° 02' W 376 feet, N 34° 16' W 184.2 feet, N 60° 35' W365 feet, N 8° 29' W 836.2 feet, N 17° 08' E 243 feet, N 26° 44' E 215.8 feet.

THENCE N 31° 45' W, leaving the road, at 61.7 feet pass a 17 inch Elm fence corner, continuing with an old fence 308.7 feet to a 14 inch Liveoak fence corner.

THENCE N 14° 30' W 33.3 feet, N 21° 18' W 500.8 feet, N 21° 30' W 153 feet, with an old fence to a fence corner.

THENCE N 39° 30' E, at 51 feet pass a field fence corner, in all 386 feet to set an iron pin at a bend in a fence.

THENCE N 15° 40' W with a fence, at 257 feet set an iron pin in the center of the road, 407 feet to a point in the center of the South San Gabriel River and N W corner of the Whitehead tract.

THENCE down stream down center of river, S 70° 38' E 2199 feet, S 72° 41' E 938.4 feet, S 47° 12' E 719 feet, S 34° 15' E 804 feet, S 54° 45' E 678.7 feet to a corner of Whitehead tract opposite the mouth of Braun Branch.

THENCE up said branch as follows: S 53° 30' W 155 feet, N 78° W 77 feet, S 88° 10' W 135 feet, N 70° 05' W 110 feet, S 62° 24' W 142 feet, setting iron pins at all angle points, to the junction of Braun and Beth Branches.

THENCE with Braun Branch, S 66° 50' W 54 feet, S 21° 23' E 104.5 feet, S 26° 10' E 170 feet, S 15° E 94 feet, South 122 feet, S 34° W 193 feet, S 7° E 102 feet, S 38° 10' E 113 feet, S 39° 15' W 50 feet, S 1° 15' W 140 feet, S 63° 40' W 45 feet, S 35° 55' E 70.3 feet, S 1° 15' E 280 feet, S 17° 45' E 75.4 feet, S 60° 47' E 58.2 feet, S 29° 45' E 60 feet, S 8° 54 feet, S 29° 45' E 70 feet, S 45° 43' E 72.7 feet, S 1° E 200 feet, S 18° 47' E 222.7 feet to a fence corner at the head of this branch.

THENCE S 11° E 480 feet, S 2° 10' W 134.6 feet, S 6° 25' E 100 feet and S 17° 35' W 213.5 feet to a 14 inch cedar fence corner.

THENCE N 86° W 76 feet, S 88° W 110 feet, S 73° 55' W 126.8 feet with a fence to set an iron pin at a fence corner post.

THENCE S 9° 28' E 638.7 feet with an old fence to the POINT OF BEGINNING.

STATE OF TEXAS
COUNTY OF WILLIAMSON | KNOW ALL MEN BY THESE PRESENTS;
I, W. F. FOREST, do hereby certify that I did prepare the above description and made survey on the ground.
TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas this the 7th day of June, 1969. A. D.

W. F. FOREST
REGISTERED PUBLIC SURVEYOR # 101
WILLIAMSON COUNTY SURVEYOR

STATE OF TEXAS
W. F. FOREST
101
PUBLIC SURVEYOR

BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS,

1. That the owner, Gene Bilberry, Trustee, of that certain tract of land designated " South San Gabriel Ranches " is hereby authorized to file for record in the office of the County Clerk of Williamson County, Texas, the map or plat of said attached tract, and the said County Clerk of Williamson County, Texas is hereby authorized to accept for fileing and th record said map or plat of said tract.

2. In approving this plat by the Commissioners Court of Williamson County, Texas it is understood that the building of all streets, roads and all other public thoroughfares delineated and shown on this plat and all bridges and culverts necessary to be placed in such streets, roads or other public thoroughfares or in connection therewith shall be the responsibility of the owner or developer of the tract of land covered by this plat, in accordance with plans and specifications prescribed by the Commissioners Court of Williamson County, Texas, and said Commissioners Court assums no responsibility or obligation to build or maintain any streets, roads or other public thoroughfares shown on this plat or of constructiog or maintaining any culverts bridges, etc. in connection therewith.

ADOPTED AND APPROVED this the 9th. day of June L969 A. D.

SAM V. STONE COUNTY JUDGE

ATTEST:
I, Sam V. Stone, County Judge of Williamson County, Texas, do hereby certify that the above and foregoing resolution is a true and correct exemplification of the original resolution passed and adopted by the Commissioners Court of Williamson County, Texas, at the Regular meeting held at Georgetown, Texas on this the 9th. day of June 1969 A. D. , at which time a quorum was present.

SAM V. STONE COUNTY JUDGE

STATE OF TEXAS
COUNTY OF WILLIAMSON | BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, Sam V. Stone, known by me to be the person whose name is suscribed to the foregoing instrument and acknowledges to me that he executed the same in the capacity of County Judge and Chairman of the Commissioners Count, and that he executed the same for the purposes and consideration expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9th. day of June , 1969. A. D.

NOTARY PUBLIC

Filed for record June 9, 1969, at 3:15 o'clock P. M.
Recorded June 10, 1969, at 10:45 o'clock A. M.

Dick Cervenka,
County Clerk, Williamson
County, Texas

84487

Form 21 P
REV. 1/68

THE STATE OF TEXAS
County of Burnt } KNOW ALL MEN BY THESE PRESENTS:

794

That the undersigned GENE BILBERRY TRUSTEE

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to enter upon the lands of the undersigned, situated in the County of Williamson, State of Texas, and more particularly described as follows:

A tract of land located approximately 4 miles North (Show direction above) from the town of Leander, and bounded

on the north by land owned by: South San Gabriel Ranches

on the south by land owned by: containing a total of 407.5 acres of land

on the east by land owned by:

and on the west by land owned by:

57.20 57-14-19/20

and to place, construct, operate, repair, maintain, rebuild, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric and/or telephone transmission or distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors and line appurtenances as may be necessary or desirable in the Cooperative's operations, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, rebuilding, relocating, replacing and removing said lines and appurtenances.

In granting this easement, it is understood that the location of the poles will be such as to form the least possible interference to farm operations, so long as costs of construction are not materially increased thereby.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

This easment Grants a 10' easment down each side of each property lines

South San Gabriel Ranches

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 23 day of June, 1969.

Sealed and delivered
in the presence of:

Gene Bilberry Trustee L.S.

(Witness) L.S.

SOUTH SAN GABRIEL RANCHES

TO Be recorded 57-20

THE STATE OF TE[illegible]

County of Burnet

BEFORE ME, C R Linroth, a Notary Public in and for Burnet County, Texas, on this day personally appeared Gene Bilberry

known to me to be the person whose name is/are subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of June A. D. 1969.

C R Linroth

Notary Public Burnet County, Texas

NOTARY PUBLIC BURNET COUNTY TEXAS

THE STATE OF TEXAS,

County of

BEFORE ME, _____ a Notary Public in and for _____ County, Texas, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duly sworn by me stated on oath that he saw _____ the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 19__

_____

Notary Public _____ County, Texas

FILED FOR RECORD

JUN 26 1969

Dick Cervenka Clerk County Court Williamson Co. Texas By _____ Deputy

2 Sec

o'clock P M.

INDEXED

Gene Bilberry Grantor

Faulkner Elec. Coop. Inc. Grantee

794

Faulkner Elec. Coop. Inc. Grantee

Gene Bilberry Grantor

Sec.

518/345

795/36

THE STATE OF TEXAS,

County of

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ wife of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. 19__

_____

Notary Public _____ County, Texas.

THE STATE OF TEXAS,

THE STATE OF TEXAS
County of Williamson

I, Dick Cervenka, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on the 26 day of June A. D. 1969, at 8:00 o'clock A M., and duly recorded this the 26 day of June A. D. 1969, at 1:45 o'clock P M., in the Deed Records of said County, in Vol. 518 pp 545-

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Rebecca Kaufman Deputy

DICK CERVENKA, CLERK,
County Court, Williamson County, Texas.

comp
2-30143

Form 21 P
REV. 1/68

THE STATE OF TEXAS
County of TRAVIS } KNOW ALL MEN BY THESE PRESENTS:

That the undersigned CHARLES L. HINKLE

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to enter upon the lands of the undersigned, situated in the County of TRAVIS, State of Texas, and more particularly described as follows:

A tract of land located approximately 3 miles EAST (Show direction above) from the town of LEANDER TEX, and bounded

on the north by land owned by:

LOTS # 33-A 33-B 33-C;

on the south by land owned by:

LOT 36-C 36-B 36-A ROAD;

on the east by land owned by:

LOT # 35-B;

and on the west by land owned by:

LOT # 34;

and to place, construct, operate, repair, maintain, rebuild, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric and/or telephone transmission or distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors and line appurtenances as may be necessary or desirable in the Cooperative's operations, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, rebuilding, relocating, replacing and removing said lines and appurtenances.

In granting this easement, it is understood that the location of the poles will be such as to form the least possible interference to farm operations, so long as costs of construction are not materially increased thereby.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

_____

_____

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 30 day of MARCH, 1970.

Charles L. Hinkle L.S.

Sealed and delivered
in the presence of:

Ray H Richardson
(Witness)

_____ L.S.
CHARLES L. HINKLE

57-19-19-90

Hinkle, Charles R.

THE STATE OF TEXAS,

County of .....

BEFORE ME, ..., a Notary Public in and for

.....County, Texas, on this day personally appeared .....

.....

known to me to be the person.....whose name.....is/are subscribed to the foregoing instrument, and acknowledged to me that..... executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this.....day of.....A. D.....

.....

Notary Public.....County, Texas.

THE STATE OF TEXAS,

County of Burnet

BEFORE ME, E B Goodwin Jr. a Notary Public in and for Burnet County, Texas, on this day personally appeared Ray H Richardson, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duely sworn by me stated on oath that he saw Charles L Hinkle, the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of March 1970

E B Goodwin Jr.

Notary Public Burnet County, Texas

THE STATE OF TEXAS,

County of .....

BEFORE ME, ..., a Notary Public in and for

.....County, Texas, on this day personally appeared .....

wife of....., known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said....., acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this.....day of.....A. D. 19.....

.....

Notary Public.....County, Texas.

THE STATE OF TEXAS,

County of .....

BEFORE ME, ..., a Notary Public in and for

.....County, Texas, on this day personally appeared .....

President of.....of the County and State aforesaid, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of

.....and as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this.....day of.....A. D.....

.....

Notary Public.....County, Texas.

Comp

2-31533

Form 21 P
REV. 1/68

THE STATE OF TEXAS
County of Burnet } KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Eddie Baker

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to enter upon the lands of the undersigned, situated in the County of Williamson, State of Texas, and more particularly described as follows:

57-20

A tract of land located approximately _____ miles _____
(Show direction above)
from the town of _____, and bounded

on the north by land owned by: David Lamm Gabriel

_____;

on the south by land owned by: Tex # Ranches Inc

_____;

on the east by land owned by:

_____;

and on the west by land owned by:

_____;

and to place, construct, operate, repair, maintain, rebuild, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric and/or telephone transmission or distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors and line appurtenances as may be necessary or desirable in the Cooperative's operations, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, rebuilding, relocating, replacing and removing said lines and appurtenances.

In granting this easement, it is understood that the location of the poles will be such as to form the least possible interference to farm operations, so long as costs of construction are not materially increased thereby.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

_____

_____

Baker, Eddie

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 3 day of November, 19 70.

Eddie Baker L.S

_____ L.S.

Sealed and delivered
in the presence of:

Lillie Fay Hagbeis
(Witness)

EDDIE BAKER

THE STATE OF TEXAS,
County of .....

BEFORE ME, ... a Notary Public in and for .....County, Texas, on this day personally appeared .....

known to me to be the person ..... whose name ..... is/are subcribed to the foregoing instrument, and acknowledged to me that ..... executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ..... day of ..... A. D. .....

.....

Notary Public ..... County, Texas.

THE STATE OF TEXAS,
County of Burnet

BEFORE ME, E. B. Goodwin, a Notary Public in and for Burnet County, Texas, on this day personally appeared Nellie Fay Hopkins, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duely sworn by me stated on oath that she saw Eddie Baker, the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3 day of November 1970

E. B. Goodwin

Notary Public Burnet County, Texas

THE STATE OF TEXAS,
County of .....

BEFORE ME, ... a Notary Public in and for .....County, Texas, on this day personally appeared .....

wife of ....., known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said ....., acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ..... day of ..... A. D. 19.....

.....

Notary Public ..... County, Texas.

THE STATE OF TEXAS,
County of .....

BEFORE ME, ..., a Notary Public in and for .....County, Texas, on this day personally appeared .....

President of .....of the County and State aforesaid, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of .....and as the President thereof, and for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ..... day of ..... A. D. .....

.....

Notary Public ..... County, Texas.

Complete 8-3-72

Form [illegible]P
REV. 1/68

THE STATE OF TEXAS
County of TRAVIS } KNOW ALL MEN BY THESE PRESENTS:

That the undersigned K-R RANSOM, SR

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to enter upon the lands of the undersigned, situated in the County of WILLIAMSON, State of Texas, and more particularly described as follows:

A tract of land located approximately 3 1/2 miles NE (Show direction above) from the town of LEANDER, and bounded

~~on the north by land owned by:~~
SOUTH SAN GABRIEL RANCHETTS – TRACT 36 C;

~~on the south by land owned by:~~
;

~~on the east by land owned by:~~
;

and ~~on the west by land owned by:~~
;

and to place, construct, operate, repair, maintain, rebuild, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric and/or telephone transmission or distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors and line appurtenances as may be necessary or desirable in the Cooperative's operations, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, rebuilding, relocating, replacing and removing said lines and appurtenances.

In granting this easement, it is understood that the location of the poles will be such as to form the least possible interference to farm operations, so long as costs of construction are not materially increased thereby.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

CONTRACT OF SALE FROM - SO. SAN GABRIEL RANCHES
BOX 9529, AUSTIN TEXAS 78766

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 6 day of JUNE, 1972.

Sealed and delivered
in the presence of:
Walt Zuch
(Witness)

K R Ransom Jr L.S.

L.S.

2:35592

57-19-30-3

Ransom, K R

THE STATE OF TEXAS,
County of Travis }

BEFORE ME, Dora B. Scholz, a Notary Public in and for

County, Texas, on this day personally appeared

K. R. Ransom, Jr.

known to me to be the person whose name is/are subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of A. D.

Notary Public County, Texas.

THE STATE OF TEXAS,
County of }

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duely sworn by me stated on oath that he saw _____, the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 19____

Notary Public _____ County, Texas

THE STATE OF TEXAS,
County of }

BEFORE ME, _____, a Notary Public in and for

County, Texas, on this day personally appeared

wife of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of A. D. 19

Notary Public County, Texas.

THE STATE OF TEXAS,
County of }

BEFORE ME, _____, a Notary Public in and for

County, Texas, on this day personally appeared

President of _____ of the County and State aforesaid, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____ and as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of A. D.

Notary Public County, Texas.

Form 21 P
REV. 1/68

1-29435
comp

THE STATE OF TEXAS
County of Burnet } KNOW ALL MEN BY THESE PRESENTS:

That the undersigned P. C. Renean

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to enter upon the lands of the undersigned, situated in the County of Williamson, State of Texas, and more particularly described as follows:

A tract of land located approximately 2 miles North East (Show direction above) from the town of Leander, and bounded

on the north by land owned by:

Austin San Gabriel Ranches
Blk #2 Tract #36

on the south by land owned by:

on the east by land owned by:

and on the west by land owned by:

and to place, construct, operate, repair, maintain, rebuild, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric and/or telephone transmission or distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors and line appurtenances as may be necessary or desirable in the Cooperative's operations, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, rebuilding, relocating, replacing and removing said lines and appurtenances.

In granting this easement, it is understood that the location of the poles will be such as to form the least possible interference to farm operations, so long as costs of construction are not materially increased thereby.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 12 day of November, 1969.

Sealed and delivered
in the presence of:

Lillie Faye Hopkins
(Witness)

P.C. Renean L.S.

P.C. RENEAU L.S.

57-19-30-12

Renean, P.C.

THE STATE OF TEXAS,
County of .....

BEFORE ME, ..., a Notary Public in and for .....County, Texas, on this day personally appeared .....

.....

known to me to be the person.....whose name.....is/are subscribed to the foregoing instrument, and acknowledged to me that.....executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this.....day of.....A. D.....

.....

Notary Public.....County, Texas.

THE STATE OF TEXAS,
County of Burnet

BEFORE ME E B Goodwin II, a Notary Public in and for Burnet County, Texas, on this day personally appeared Wilbur Ray Rodgers, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duely sworn by me stated on oath that he saw P C Ransom, the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of November 1969

E B Goodwin II

Notary Public Burnet County, Texas

THE STATE OF TEXAS,
County of .....

BEFORE ME, ..., a Notary Public in and for .....County, Texas, on this day personally appeared .....

wife of....., known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said....., acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this.....day of.....A. D. 19.....

.....

Notary Public.....County, Texas.

THE STATE OF TEXAS,
County of .....

BEFORE ME, ..., a Notary Public in and for .....County, Texas, on this day personally appeared .....

President of.....of the County and State aforesaid, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of .....and as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this.....day of.....A. D.....

.....

Notary Public.....County, Texas.

(Attachment “F”)

Utility Joint Use Agreement

Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY – South San Gabriel Ranches Subdivision – Pedernales Electric Cooperative

THE STATE OF TEXAS}
COUNTY OF WILLIAMSON}

County: Williamson
Road Location: Mike's Way / Baker Ln:
S San Gabriel Ranches Subdivision

WHEREAS, Williamson County, hereinafter called the **County**, proposes to make certain roadway improvements on that section of the above indicated roadway; and

WHEREAS, Pedernales Electric Cooperative, hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the 23 day of January, 2023, or on location sketches attached hereto except as provided below;

NOW, THEREFORE, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the **County** prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the sole opinion of the **County**, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the **County** shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by **Owner** as the **County** deems necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **County**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

In the event the **Owner** fails to comply with the requirements as set out herein, the **County** may take such action, as it deems appropriate to compel compliance.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Owner: Pedernales Electric Cooperative
Utility Name

By _____
Authorized Signature

Title: PLANNING AND DESIGN MANAGER

Date: 1/23/2023

Williamson County

By _____
Authorized Signature

Title: Williamson County Judge

Date: _____

Commissioners Court - Regular Session **42.**

Meeting Date: 04/04/2023

Bud Stockton Extension – Discretionary Service Agreement with Oncor Electric

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the Discretionary Service Agreement with Oncor for utility relocations on the Bud Stockton Extension Project, a Road Bond Project in Commissioner Precinct 4. P:307
Funding Source: Road Bond

Background

Oncor has existing facilities in conflict with the Bud Stockton Extension Project. The Discretionary Service Agreement for the relocations is for a total amount of $57,491.46. Oncor is 100% eligible for reimbursement. The total anticipated reimbursement to Oncor by the County is $57,491.46 (100% of $57,491.46).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bud Stockton_Oncor_DSA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/30/2023 10:21 AM
Form Started By: Julissa Vasquez		Started On: 03/29/2023 07:48 AM
Final Approval Date: 03/30/2023		

6.3.5 Discretionary Service Agreement

WR #: 20519690
Transaction ID: 21006

This Discretionary Service Agreement ("Agreement") is made and entered into this 17th day of March, 2023, by Oncor Electric Delivery Company LLC ("Oncor Electric Delivery Company" or "Company"), a Delaware limited liability company and distribution utility, and Williamson County ("Customer"), a political subdivision of the State of Texas, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for, the following discretionary services in accordance with this Agreement.

Williamson County has requested for the Span of Overhead Primary to be relocated over **Bud Stockton Loop**. To accommodate this request the following will need to be installed: One pole, Two down guys, 355 linear feet Underground Primary. Removal to include: One pole, 355 linear feet Overhead Primary, One 3kva Transformer. Relocation of existing capacitor bank. For a total reimbursable non-taxable cost of $57,491.46, Company shall complete the described services in compliance with the plans and specifications as shown in Exhibit "A" attached hereto and incorporated herein on or before the expiration of 90 days following the date of the final signature accepting this Agreement, contingent upon weather and other unforeseen circumstances.

2. **Nature of Service and Company's Retail Delivery Service Tariff** -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

3. **Discretionary Service Charges** -- Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUCT or court orders concerning discretionary service charges.

4. **Term and Termination** -- This Agreement becomes effective upon acceptance by Customer and continues in effect until Once Construction is Complete. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. **No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further services that it may desire from Company or any third party.

6. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. **Amendment** -- This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation N/A, and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

9. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:
Oncor Electric Delivery
Ryan Kreuzer
3620 Franklin Ave
Waco, Texas 76710

(b) If to Customer:
Williamson County
County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

10. **Invoicing and Payment –** Invoices for any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

Williamson County
County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment by the due date specified on the invoice. If payment is not received by the Company by the due date shown on the invoice, a late fee will be calculated and added to the unpaid balance until the entire invoice is paid. The late fee will be 5% of the unpaid balance per invoice period.

11. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

15. **Other Terms and Conditions –**
(i) Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting from damage to such undisclosed or unknown facilities.
(ii)
Billing Amount: $57,491.46 (non-taxable)
This agreement will expire June 15th, 2023

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signee by their respective duly authorized representatives.

Oncor Electric Delivery Company LLC	Williamson County
	Customer / Company Name
Signature Ryan Kreuzer	Signature
Ryan Kreuzer	Bill Gravell, Jr.
Printed Name	Printed Name
Utility Designer	County Judge
Title	Title
03/17/2023	
Date	Date

Attachment A

Plans, Specifications, and Estimated Costs

Plans:

Next page in document

Estimated Costs:

Material - $27,364.10

Labor - $30,127.36

Total - $57,491.46

Statement of Charges

PO Box 910104
Dallas TX 75391-0104

Kreuzer, Ryan
254-405-7439
Ryan.Kreuzer@oncor.com

Date: 3/17/2023
Project No: 20519690
Transaction ID: 21006

Bill To:
County Auditor
Williamson County
710 Main Street Suite 101
Georgetown , Texas 78626

Project Location
Street Address:
Bud Stockton Loop Extension
City: Jarrell
County: Williamson

Billing Description		Amount Due
Relocation of facilities in conflict with Bud Stockton Loop		$57,491.46
Price quoted is valid for thirty (30) days from the date of this document.	Total	$57,491.46

Remittance Options:

Check Instructions
Make all checks payable to Oncor Electric Delivery Company, LLC
OR
Electronic Funds Transfer / EFT Instructions
JP Morgan Chase Bank / Dallas
Account #08806169791
Routing #'s
ABA: 021-000-021 (Wire Transfer)
ABA: 111-000-614 (ACH payments)
Federal Tax ID: 75-2967830
If an EFT is made please have your financial institution include the tracking number
Also, email Confirmation number and transfer date to

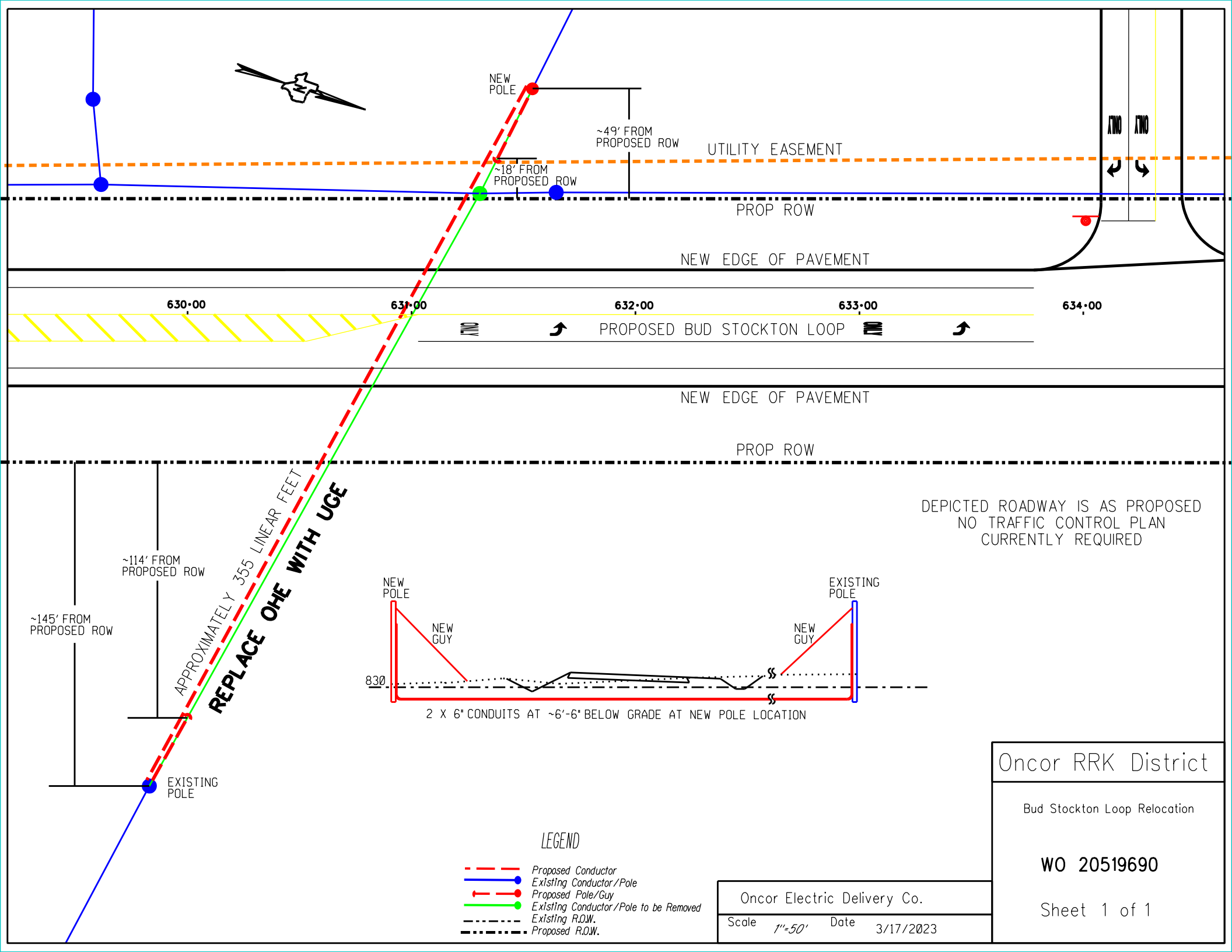
THANK YOU FOR YOUR BUSINESS!

REMITTANCE SLIP

Detach this portion of the invoice to accompany payment and mail it with your check
Checks are to be made payable to **Oncor Electric Delivery Company, LLC**
Please retain the above statement for your records

Remit To
Oncor Electric Delivery Company, LLC
Attn: Flores, Madi; Kreuzer, Ryan
PO Box 910104
Dallas TX 75391-0104

Customer Name
Williamson County
Project Number: 20519690
Transaction ID: 21006
Total Amount Paid:
$57,491.46


NEW POLE
~49' FROM PROPOSED ROW
UTILITY EASEMENT
~18' FROM PROPOSED ROW
PROP ROW
NEW EDGE OF PAVEMENT
630+00
631+00
632+00
633+00
634+00
PROPOSED BUD STOCKTON LOOP
NEW EDGE OF PAVEMENT
PROP ROW
~114' FROM PROPOSED ROW
~145' FROM PROPOSED ROW
APPROXIMATELY 355 LINEAR FEET
REPLACE OHE WITH UGE
EXISTING POLE
NEW POLE
NEW GUY
EXISTING POLE
NEW GUY
830
2 X 6" CONDUITS AT ~6'-6" BELOW GRADE AT NEW POLE LOCATION
DEPICTED ROADWAY IS AS PROPOSED
NO TRAFFIC CONTROL PLAN
CURRENTLY REQUIRED
LEGEND
Proposed Conductor
Existing Conductor/Pole
Proposed Pole/Guy
Existing Conductor/Pole to be Removed
Existing R.O.W.
Proposed R.O.W.
Oncor Electric Delivery Co.
Scale 1"=50'
Date 3/17/2023
Oncor RRK District
Bud Stockton Loop Relocation
WO 20519690
Sheet 1 of 1

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: 4/8/2023.

Estimated Completion Date: 6/22/2023.

Attachment C

Eligibility Ratio

☒ On State and local projects, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the utility possesses a valid property interest. See Attachment "E" for proof of property interest, which is established at 100% eligible.

☐ Eligibility Ratio Calculation attached

Attachment D

Betterment Calculation and Estimates

☒ **Betterment does not exist in this agreement.**

☐ **Betterment Calculation attached.**

Attachment E

Proof of Property Interest

VOL 1126 PAGE 409

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS }
County of TRAVIS }

BEFORE ME, the undersigned authority, on this day personally appeared KENNETH W. APPLEGATE and DOROTHY D. APPLEGATE known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of February, A. D. 19 84.

Sherri L. Stephens
Sherri L. Stephens
Notary Public Travis County, Texas
Travis

INDEXED 2022

THE STATE OF TEXAS
WILLIAMSON County

Easement and Right of Way

FROM
KENNETH W. APPLEGATE
AND
DOROTHY APPLEGATE

TO
Texas Power & Light Co.
P. O. Box 660268, Dallas, Texas 75266-0268

STATE OF TEXAS,
County }

I, ... County Clerk in and for said County, hereby certify that the within Conveyance was filed in my office for record on the ..... day of ....., 19....., at ..... o'clock ..... M., and duly recorded by me in Book ..... of the Deed Records of said County, at page .....

Given under my hand and seal of office this ..... day of ....., 19.....

..... County Clerk, ... County, Texas.
By ..... Deputy.

TEXAS POWER & LIGHT COMPANY
REAL ESTATE DEPARTMENT
P. O. BOX 660268
DALLAS, TEXAS 75266-0268

FILE NUMBER 19344

FILED FOR RECORD
1985 JAN 18 AM 9 07
James S. Boyleston
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Williamson County, Texas, as stamped hereon by me, on

JAN 21 1985

James S. Boyleston
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

CERTIFICATE OF ACKNOWLEDGMENT FOR CORPORATIONS, ASSOCIATIONS, CHURCHES, SCHOOL DISTRICTS, ETC.

THE STATE OF TEXAS }
County of ..... }

BEFORE ME, the undersigned authority, on this day personally appeared ....., ... (Title) of ....., known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that ..... executed the same as the act and deed of ..... and as ..... (Title) thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ..... day of ....., A. D. 19.....

.....
Notary Public ..... County, Texas

FORM 51—Rev. 2-72

VOL 1126 PAGE 408

EASEMENT AND RIGHT-OF-WAY
#2

Taylor District
WA 3096, Proj. 5093
Map Ref. # 2840 c 428

2022

THE STATE OF TEXAS)
(
COUNTY OF WILLIAMSON)

KNOW ALL MEN BY THESE PRESENTS:

That Kenneth W. Applegate and Dorothy D. Applegate

of _____ County, Texas, hereinafter called "Grantor," whether one or more, in consideration of the advantages which will accrue to Grantor from the construction of the electric distribution line and telephone line hereinafter described, hereby grants to TEXAS POWER & LIGHT COMPANY, of Dallas, Texas, and the A Division of Texas Utilities Electric Company, an easement and right of way for an electric distribution line, and all necessary or desirable appurtenances, and for a telephone line and appurtenances, upon over and across Grantor's land in the James Roebuck Survey, Abstract No. 527, Williamson County, Texas more particularly described in deed from Jay and Mildred Reasoner to Kenneth W. Applegate and Dorothy D. Applegate dated July 13, 1983, recorded in Volume 928, Page 617, Deed Records of said County. A tract of land being located on the north side of F.M. 487 approximately 1.3 miles west of I.H. 35.

~~The center line of said distribution line and telephone line shall be located across said land as follows:~~
A centerline of a 20 ft. wide utility easement shall be located across said land as follows:
~~Beginning~~

BEGINNING at a point in Grantor's east property line. Said point to be located north 18 degrees 43 minutes west a distance of 652 feet from Grantor's southeast property corner. Said corner also being the southwest corner of Mildred Reasoner; and also a point in the north Right-of-Way line of F.M. 487.

THENCE south 41 degrees 34 minutes west a distance of 225 feet to a point.

The above described property constitutes no part of my homestead . . . . . .

The description is based on a preliminary survey, and it is understood that Grantees may relocate said lines in the same general direction before or at any time after construction, and may relocate any of its structures along the course of said lines.

Grantees shall have the right to erect 2 poles, 0 stubs, and 1 guy anchorages along the course of said line, together with the right of ingress and egress for the purpose of construction, imporving, inspecting, maintaining, operating and removing said lines and appurtenances; the right to relocate said lines in the same relative position to any adjacent road if and when said road is widened in the future, and the right at all times to cut away and keep clear of said lines and appurtenances all trees and other obstructions which, in the sole judgment of Grantees, may endanger or interfere with the proper maintenance and operation of said lines.

TO HAVE AND TO HOLD the above described easement and right unto the said Grantees, their successors and assigns, until all of said lines shall be abandoned.

EXECUTED this 23rd day of February A.D. 1984.

Kenneth W. Applegate

Kenneth W. Applegate

Dorothy D. Applegate

Dorothy D. Applegate

OFFICIAL RECORDS
WILLIAMSON COUNTY TEXAS

FORM 51—Rev. 2-72

Code 390-96
WA 4096 PROJ. 5546
Map 2840 C 428

VOL. 664 PAGE 875

THE STATE OF TEXAS)
COUNTY OF WILLIAMSON)

KNOW ALL MEN BY THESE PRESENTS:

2057

That MRS. O.R. HARRISON

of WILLIAMSON County, Texas, hereinafter called "Grantor," whether one or more, in consideration of the advantages which will accrue to Grantor from the construction of the electric distribution line and telephone line hereinafter described, hereby grants to TEXAS POWER & LIGHT COMPANY, of Dallas, Texas, and the GENERAL TELEPHONE COMPANY, an easement and right of way for an electric distribution line, and all necessary or desirable appurtenances, and for a telephone line and appurtenances, upon over and across Grantor's land in the JAMES ROEBUCK Survey, Abstract No. 527, WILLIAMSON County, Texas more particularly described in deed from M. W. Laird, et ux to Oren R. Harrison et ux dated February 2, 19 48, recorded in Volume 346, Page 406, Deed Records of said County.

The center line of said distribution line and telephone line shall be located across said land as follows:

Beginning at a point in GRANTOR'S North property line, said point being 890 feet East of GRANTOR'S Northwest property corner.

THENCE, South 356 feet to a proposed Texas Power and Light Company distribution dead pole and its attached guy located at pole number 017, said guy to extend 28 feet to a point of anchorage.

Retrace 28 feet to the above mentioned pole.

THENCE, Southwest at an angle of 12 degrees and 35 minutes right turn a distance of 65 feet to a proposed Texas Power and Light company distribution dead end pole and its attached guy located at pole number 018, said guy to extend North 28 feet to a point of anchorage.

Retrace 28 feet to the above mentioned pole.

THENCE, Southwest at an angle of 14 degrees and 10 minutes right turn a distance of 270 feet to a present Texas Power and Light Company distribution dead end pole and proposed guy, said guy to extend 28 feet in the same direction to a point of anchorage.

The above described property constitutes no part of my homestead . . . . . .

The description is based on a preliminary survey, and it is understood that Grantees may relocate said lines in the same general direction before or at any time after construction, and may relocate any of its structures along the course of said lines.

Grantees shall have the right to erect 4 poles, 0 stubs, and 4 guy anchorages along the course of said line, together with the right of ingress and egress for the purpose of construction, imporving, inspecting, maintaining, operating and removing said lines and appurtenances; the right to relocate said lines in the same relative position to any adjacent road if and when said road is widened in the future, and the right at all times to cut away and keep clear of said lines and appurtenances all trees and other obstructions which, in the sole judgment of Grantees, may endanger or interfere with the proper maintenance and operation of said lines.

TO HAVE AND TO HOLD the above described easement and right unto the said Grantees, their successors and assigns, until all of said lines shall be abandoned.

EXECUTED this 2 day of December, A.D. 1975.

Mrs O R. Harrison

Unofficial Document

VOL. 664 PAGE 876

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS }
County of Williamson }

BEFORE ME, the undersigned authority, on this day personally appeared Mrs O R. Harrison

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2 day of December, A. D. 1975.

R.M. Straus Jr.

Notary Public Williamson County, Texas

THE STATE OF TEXAS }
County of Williamson } I, Dick Cervenka, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on the 4th day of April A. D. 1977, at 8:00 o'clock A.M., and duly recorded this the 4th day of April A. D. 1977, at 2:35 o'clock P.M., in the Deed Records of said County, in Vol. 664 pp. 875

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Kathy Davis Deputy

DICK CERVENKA, CLERK,
County Court, Williamson County, Texas

Unofficial Document

Attachment F

Wilco – U-80A – Joint Use Agreement

Not Applicable

HNTB Corporation
Engineers Architects Planners

101 East Old Settlers Blvd. Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Rebecca Pruitt
Williamson County Judge's Office
County Courthouse
710 Main Street, Ste. 101
Georgetown, TX 78626

4/4/2023 AGENDA ITEMS

Dear Ms. Pruitt,

The following item has been placed on the Court Agenda. An electronic copy signed by the Utility Owner has been attached to this cover letter.

- Bud Stockton Extension Discretionary Service Agreement – Oncor Electric

Once approved by the Court, please have the Judge sign in the indicated area(s). **The signed electronic copy will need to be returned to HNTB for further processing via e-mail.**

Thank you.

Best regards,

Eddie Church

Eddie R. Church, P.E.
Project Manager

LETTER OF TRANSMITTAL

To: HNTB
101 E. Old Settlers Bld. STE 200
Round Rock, Texas 78664

Date: March 21, 2023
CobbFendley Job: 1903-099-09 Task 15
Re: Williamson County – Bud Stockton Extension

Draft Oncor Agreement Package

ATTENTION: Eddie Church

WE ARE SENDING YOU THE FOLLOWING VIA: Electronically

☐ Prints ☐ Originals ☒ Other Electronic Files

QUANTITY	
1	Bud Stockton Extension – Draft Reimbursement Agreement Package

PURPOSE OF TRANSMITTAL:

☐ For Approval ☐ For Your Use
☐ As Requested ☒ For Review & Comment

Mr. Church:
Please see the attached Oncor's Draft Agreement Package for the above project.

If you have any questions, please let me know.

Thank you,

Received
Mar 21, 2023
HNTB Corporation
Round Rock

Copy To File

Received By: _____ SIGNED _____
Date & Time: _____ Amanda Begg, Sr. Project Manager

Commissioners Court - Regular Session **43.**

Meeting Date: 04/04/2023

CR 129 Antiquities Permit Application

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commissioner (THC), required as part of the Due Diligence Environmental Investigations on the CR 129 project, a Road Bond Project in Commissioner Pct. 4 (P375).

Background

This permit application was approved by Court on 6/8/2021 as agenda item #47. The THC has requested the cover page of the application be updated with the proposed start date of field work April 2023 and update the project manager's name from Michael Retter to Christopher Shelton. No other changes are proposed.

The original item approved the pedestrian survey, with surface and subsurface investigations as necessary based on field conditions, on CR 129, needed to satisfy Environmental Due Diligence requirements. No investigations will take place until a permit is received from the Texas Historical Commission. Portions of the attached application have been redacted prior to placing on the court agenda to protect restricted information. Redacted information will be included in the application to the THC.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR129-THC-AntiquitiesPermit-App

CR129-THC-AntiquitiesPermit-Scope

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/30/2023 11:52 AM
Form Started By: Marie Walters		Started On: 03/29/2023 03:32 PM
Final Approval Date: 03/30/2023		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Intensive Archaeological Survey of the County Road 129 Safety Improvement Project
County (ies) Williamson County
USGS Quadrangle Name and Number *Pflugerville East, TX* (3097-244) and *Coupland, TX* (3097-133)
UTM Coordinates Zone 14 E 643952.25 N 3373298.46
Location Norman Crossing (see attached maps).
Federal Involvement ❑ Yes ✓ No
Name of Federal Agency
Agency Representative

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County
Representative Bill Gravell, Jr., County Judge
Address 710 S. Main Street, Ste. 101
City/State/Zip Georgetown, TX 78664
Telephone (include area code) Ph: (512) 943-1550 Email Address ctyjudge@wilco.org

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor NA
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Christopher Shelton
Affiliation SWCA Environmental Consultants
Address 4407 Monterey Oaks, Bldg 1, Suite 110
City/State/Zip Austin, Texas 78748
Telephone (include area code) (512) 476-0891 Email Address cshelton@swca.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork April 2023
Requested Permit Duration 5 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) SWCA will conduct an intensive pedestrian survey with subsurface testing as necessary based on field conditions (please refer to the attached Scope of Work.)

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility SWCA Environmental Consultants
Permanent Curatorial Facility Center for Archaeological Studies, Texas State University, San Marcos

IV. LAND OWNER'S CERTIFICATION

I, Judge Bill Gravell, Jr., as legal representative of the Land Owner, Williamson County, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.
Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, _____, as legal representative of the Sponsor, _____, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.
Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Christopher Shelton, as Principal Investigator employed by SWCA Environmental Consultants (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature _____ Date 03/28/2023

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512-463-6096
thc.texas.gov

TEXAS HISTORICAL COMMISSION
real places telling real stories
thc.texas.gov

SWCA®
ENVIRONMENTAL CONSULTANTS
Sound Science. Creative Solutions.®

4407 Monterey Oaks Boulevard
Building 1, Suite 110
Austin, Texas 78749
Tel 512.476.0891 Fax 512.476.0893
www.swca.com

PROPOSED SCOPE OF WORK FOR AN INTENSIVE ARCHAEOLOGICAL INVESTIGATION OF THE COUNTY ROAD 129 SAFTEY IMPROVEMENT PROJECT, WILLIAMSON COUNTY, TEXAS

Project Landowner – Williamson County
Project Sponsor – Williamson County
Project Consultant – SWCA Environmental Consultants
Principal Investigator – Michael J. Retter, M.A.
Date – April 23, 2021

INTRODUCTION

At the request of Garver, LLC, SWCA Environmental Consultants (SWCA) proposes to conduct an intensive cultural resources survey of approximately 0.47 miles (0.76 kilometers [km]) of roadway in support of the County Road (CR) 129 Safety Improvements Project (project) (Figure 1). The project consists of improvements to the road, associated drainage, driveway connections, signing, and pavement markings. Because the project involves lands owned or controlled by Williamson County (a subdivision of the state), the project will be subject to review under the Antiquities Code of Texas (ACT), and the archaeological field investigation will require a Texas Antiquities Permit; therefore, the investigations proposed below are designed to comply with the requirements of the ACT. Based on the current project understanding, no federal regulatory compliance is anticipated. Based on a review of the project area soils, geology, and previously recorded archaeological sites, as well as previously conducted surveys in the area, SWCA proposes to conduct an intensive pedestrian survey with subsurface testing of the project area. The goal of the work will be to locate any previously recorded prehistoric and historic-age archaeological sites in the project area, locate any previously undiscovered archaeological sites in the project area, establish vertical and horizontal site boundaries, as appropriate with regard to the project area, and evaluate the significance and eligibility of any site recorded in the project area for eligibility for listing in the National Register of Historic Places (NRHP) and for designation as a State Antiquities Landmark (SAL). All work will be conducted in accordance with the ACT.

Project Description

The project area appears on the northeast portion of the *Pflugerville East, Texas* (3097-244) and the northwestern portion of the *Coupland, Texas* (3097-133) U.S. Geological Survey (USGS) 7.5-minute topographic quadrangle maps. The project area is located approximately 0.21 miles (0.34 km) south of Brushy Creek and approximately 0.2 miles (0.32 km (0.2 mile) north of the Williamson County line. The project area consists of the expansion of a two-lane rural asphalt road from approximately 10-foot-wide (3.04 m-wide) lanes without shoulders to two 12-foot-wide (3.65 m) lanes with 4-foot-wide (1.29 m) shoulders on each side, safety improvements to drainage elements, driveway connections, signing, and pavement markings. The proposed project area is 0.52 miles (0.84 km) south of Norman Crossing, Texas, along the southern periphery of Williamson County (Figure 2). The project area is currently situated in residential and agricultural fields, and the existing CR 129 roadway and right-of-way occupy the vast majority of the project area (see Figure 2).

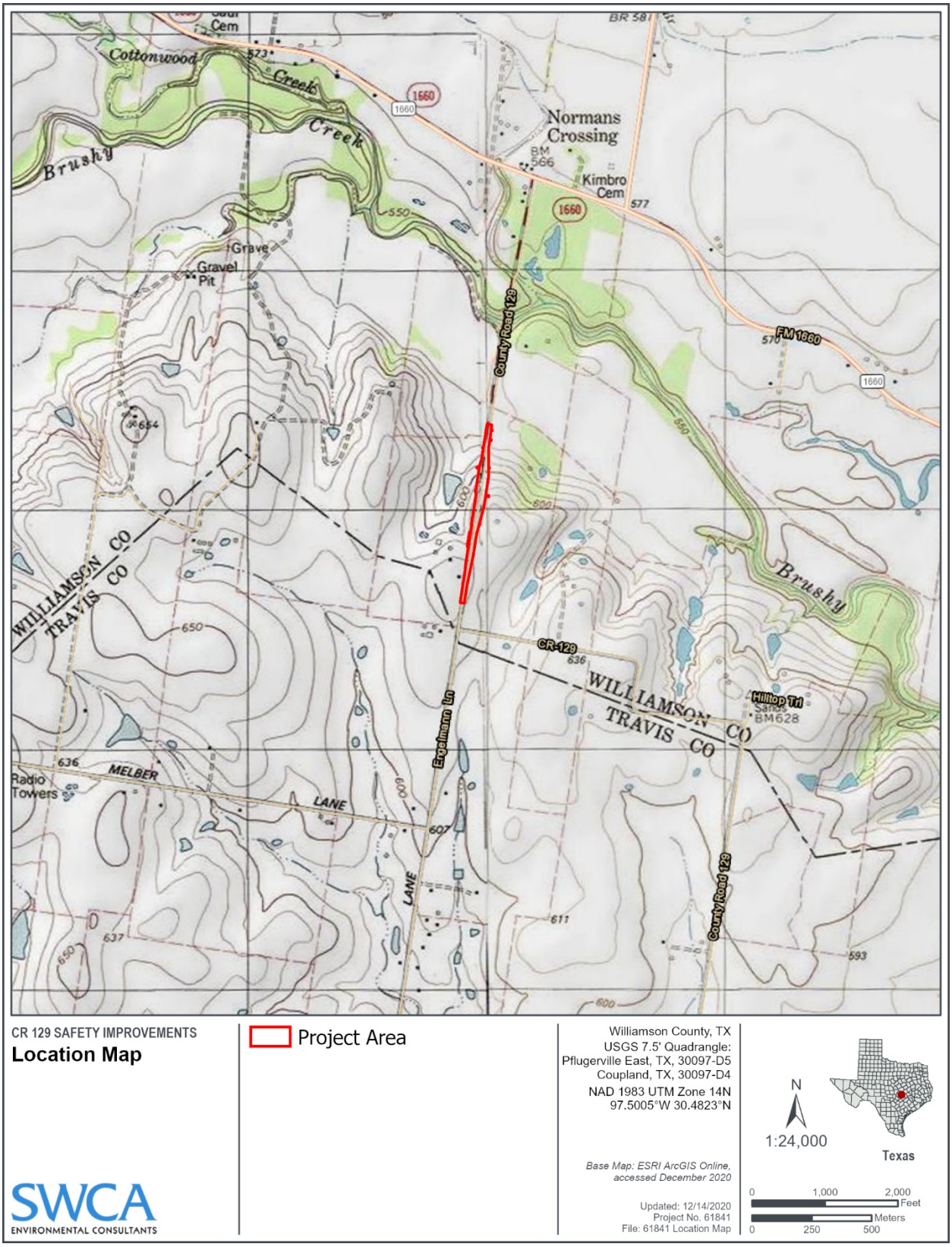


Figure 1. Project location map.

Figure 2. Project area overview map.

PROJECT SETTING

The project alignment crosses the Northern Blackland Prairie subregion within the Texas Blackland Prairies ecoregion (Griffith et al. 2007). The physiography of the area is described as lightly to moderately dissected irregular plains with low to moderate gradient streams with silty, clayey, and sandy substrates (Griffith et al. 2007:63).

Geology

The underlying geology throughout the project area consists entirely of Cretaceous-age Pecan Gap Chalk (Figure 3) (Barnes 1974; USGS 2020a). The Pecan Gap Chalk consists predominantly of chalk in the lower parts of the rock unit grading upwards to a chalky marl. This marl consists of a microangular calcite in a clay matrix with well-rounded quartz grains. This formation lies in beds up to 200 feet (61 m) thick, which grade laterally in some places to marl (USGS 2020a). Given the age of this formation, there is virtually no potential to contain buried archaeological resources.

Soils

According to the Natural Resources Conservation Service (2020), there are four soil series mapped within the project area including the Ferris-Heiden complex, 5 to 15 percent slopes, moderately eroded, Houston Black clay, 1 to 3 percent slopes, Houston Black clay, 3 to 5 percent slopes, moderately eroded, and Oakalla silty clay loam, 0 to 2 percent slopes, occasionally flooded (Table 1; see Figure 3).

The Ferris-Heiden complex consists predominantly of the Ferris (48%) soil series, and to a lesser extent, the Heiden (32%) soil series. These soils consist of deep, well-drained soils that formed in clayey residuum weathered from calcareous mudstone. This complex occurs on gently sloping to moderately steep footslopes, shoulders of interfluves, and backslopes of side slopes of ridges on dissected plains.

The Houston Black soil series consists of very deep, moderately well-drained soils that formed in clayey residuum derived from Cretaceous-aged mudstone. This soil occurs on interfluves and side slopes on upland ridges and plain on dissected plains.

Finally, the Oakalla soil series consists of very deep, well-drained soils that formed in loamy alluvium derived from Cretaceous-aged limestone. These soils occur on nearly level to gently sloping floodplains on perennial streams in river valleys. Due to the age, physical characteristics of these soils, as well as the landforms on which they occur, the project has little potential to contain deeply buried archaeological materials.

Table 1. Project Area Soils

Name	Symbol	Acres	Percentage
Ferris-Heiden complex, 5 to 15 percent slopes	FhF2	3.75	68.3
Houston Black clay, 1 to 3 percent slopes	HoB	0.94	17.1
Houston Black clay, 3 to 5 percent slopes	HoC2	0.78	14.3
Oakalla silty clay loam, 0 to 2 percent slopes	OaA	0.02	0.3

Source: Natural Resources Conservation Service (2020).

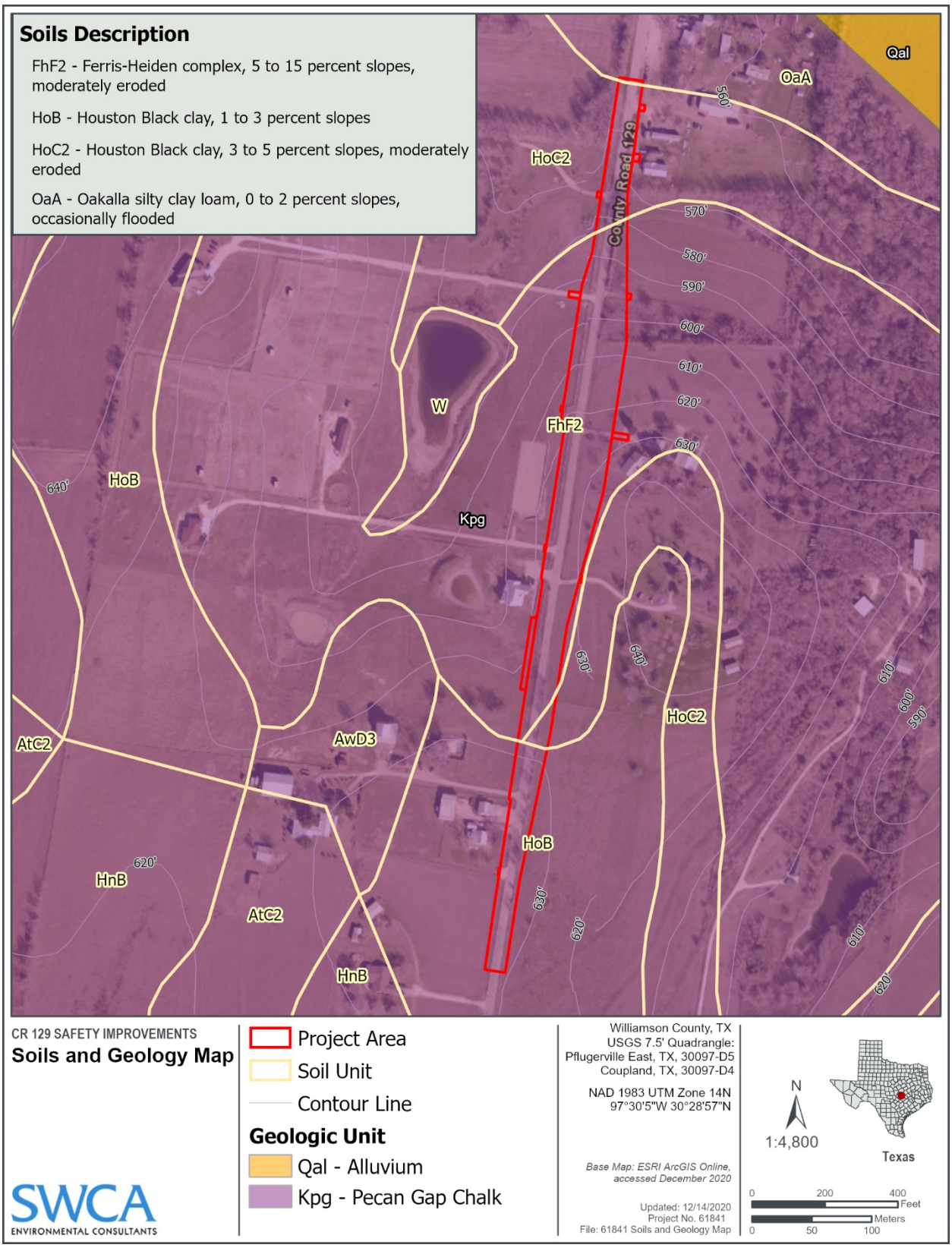


Figure 3. Project area soils and geology map.

BACKGROUND REVIEW

An SWCA archaeologist researched the Texas Archeological Sites Atlas (Atlas), a restricted, online database maintained by the Texas Historical Commission (THC) and the Texas Archeological Research Laboratory, for any previously recorded surveys and historic or prehistoric archaeological sites located in or within 1.0 km (0.6 mile) of the project area (THC 2020). In addition to identifying previously recorded archaeological sites, the Atlas review includes the following types of information: NRHP districts and properties, SALs, Official Texas Historical Markers, Registered Texas Historic Landmarks, cemeteries, and local neighborhood surveys. Listings in Atlas are limited to projects under purview of the ACT or the NHPA; therefore, the Atlas does not necessarily list all previous work conducted within a specific area. However, SWCA made a concerted effort to obtain reports for all previous cultural resources work conducted in the project area. The background review revealed that the proposed project area has not been previously investigated for cultural resources (Figure 4) (THC 2020). Two cultural resources surveys and four archaeological sites are located within a 1.0-km (0.6-mile) radius of the project area (see Figure 4) (THC 2020). Additionally, the historical map review revealed 23 potentially historic-age structures within a 1.0-km (0.6-mile) radius of the project area, three of which are immediately adjacent to (within 300 feet [106.7 m]) the current project area (Figure 5) (USGS 2020b).

Previous Cultural Resources Surveys

Two previously conducted cultural resources surveys were conducted within the 1.0-km (0.6-mile) radius around the project area, one of which was an area survey of two parcels and the other was a linear survey. The area survey was conducted in 1982 on two parcels located north of Brushy Creek with Soil Conservation Services noted as the project sponsor. The linear survey has no associated information detailed on the Atlas regarding the project. No further information is available regarding these surveys (THC 2020.)

Previously Recorded Archaeological Sites

Four archaeological sites (i.e., 41WM1382, 41WM779, 41WM13, and 41WM755) were identified within the 1.0-km (0.6-mile) radius of the project area, none of which are immediately adjacent to the project area. These sites are located near the northern periphery of the radius boundary, near or adjacent to Brushy Creek. Among these four sites, three are prehistoric sites (i.e., 41WM1382, 41WM779, and 41WM13) and one is a multicomponent site (41WM755) consisting of both a prehistoric and a historic component.

Site 41WM755 is located on the western side of CR 129 approximately 426.9 feet (130.1 m) from the Brushy Creek bridge on the northern bank of Brushy Creek. The site is defined as a large multicomponent site measuring approximately 200×200 feet (61×61 m) and yielded surface artifacts (glass and cans) dating to the early twentieth century and prehistoric subsurface artifacts (approximately 3.3 feet [1.0 m] deep) including burned rock, charcoal flakes, and mussel shell.

Site 41WM13 is located approximately 0.31 miles (0.50 km) north of the project area and is situated in a plowed field on the northern bank of a bend of Brushy Creek. The site is a large open campsite measuring approximately 1 acre in size and was investigated in 1959 and 1988. The initial investigation consisted of a surface inspection only; two dart point fragments, flakes, and cores were observed. Although no subsurface investigation was conducted in 1959, the property owner mentioned recovering cultural material approximately 6 feet (1.8 m) deep. In 1988, subsurface investigations resulted in the recording of burned rock and snail shell at approximately 3.3 feet (1.0 m) below the surface near the creek. However, road and bridge construction were noted to have impacted the site. This site is recommended not eligible for the NRHP (THC 2020).

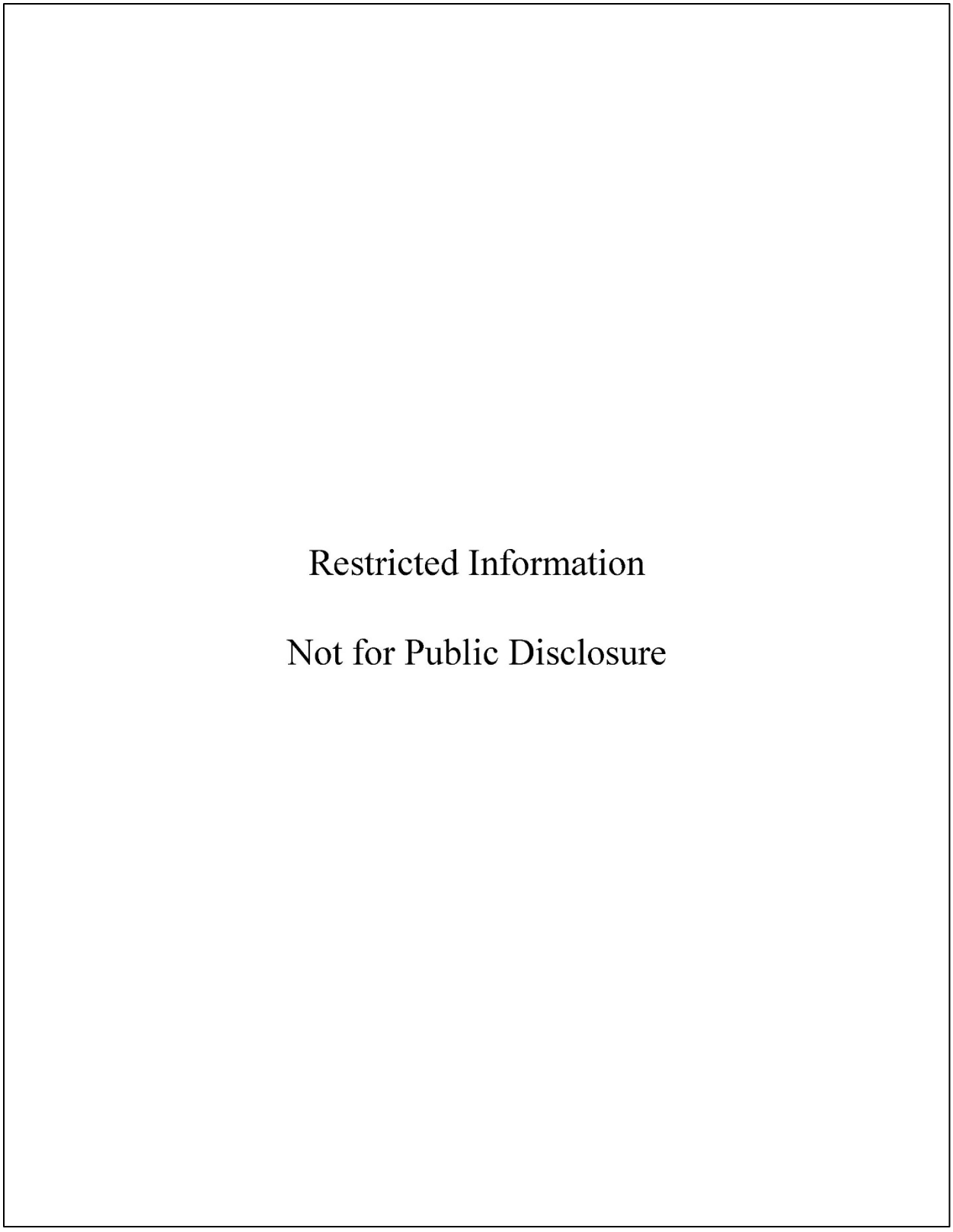


Figure 4. Background review results map.

Site 41WM779 is defined as a prehistoric open camp site located in a plowed field approximately 352.4 feet (107.4 m) south of the southern bank of Brushy Creek. The site measures approximately 200×430 feet (61×131 m) and was assessed through a pedestrian survey, noting the presence of burned rock, lithic debitage, and mussel shell. No subsurface investigation was conducted, and no recommendations were provided (THC 2020).

No information was available on the Atlas regarding site 41WM1382 (THC 2020).

Camino Real de los Tejas

Two routes for the Camino Real de los Tejas National Historic Trail intersect with the 0.6-mile (1.0-km) radius of the project area, one of which intersects the project area. *Camino Reales* or "Royal roads" were routes that connected the Spanish empire to Mexico City. Camino Real de los Tejas was the primary overland route for the Spanish colonization of Texas and northwestern Louisiana (National Park Service 2020).

Historical Map Review

The historical map review revealed three potentially historic-age structures adjacent to (within 300 feet [107 m]) the project area, two of which are extant (see Figure 5) (Foster et al. 2006; USGS 2020b). An additional 23 potentially historic-age structures were identified within a 0.6-mile (1-km) radius surrounding the project area (USGS 2020b). All structures are depicted on the 1950 *Elgin* and 1968 *Pflugerville East* USGS topographic quadrangle maps, most of which are restricted to the periphery of the 0.6-mile (1-km) radius surrounding the project area (see Figure 5) (Foster et al. 2006; USGS 1950, 1968, 2020b). Current aerial imagery indicates that some of these structures are extant.

PROPOSED SCOPE OF WORK

Once an Antiquities Permit has been obtained, SWCA will conduct an archaeological field survey of the 0.47-mile-long (0.76-km) project area. The field survey will be performed by a team of two SWCA archaeologists walking the proposed project area. SWCA will incorporate approximately 100-foot-wide (30-m-wide) transects with archaeologists examining the ground surface for artifacts and features. The survey will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of any cultural resources located within the proposed project area. Subsurface explorations will be accomplished through shovel testing. The placement and quantity of these excavations will depend on the level of disturbance within the proposed project boundary and the nature of the soils, geology, and topography.

Shovel tests will be approximately 12 inches (30 centimeters [cm]) in diameter and excavated in arbitrary 8-inch (20-cm) levels to 31 inches (80 cm) below surface or culturally sterile deposits, whichever comes first. The matrix will be screened through ¼-inch mesh. The location of each shovel test will be plotted using a sub-meter accurate global positioning system (GPS) receiver, and each test will be recorded on appropriate project field forms. Shovel tests will be excavated according to THC standards. For linear projects, at least one shovel test per 100 m (328 feet) should be excavated within a 30 m (98-foot) corridor. The majority of the project corridor is less than 30 m (98 feet), except for an approximately 240-m-long (787-foot-long) segment near the middle of the project, which expands to a maximum of 45-m-wide (148-feet-wide). This expanded segment will require another transect of shovel tests. Any deviations from these standards will be clearly discussed and explained in the resulting report for the investigation. Based on these standards, a minimum of 11 shovel tests will be required for this project. If the shovel testing indicates the potential for cultural deposits deeper than 31 inches (80 cm) below surface, SWCA will make recommendations for any areas that would require deep testing (i.e., backhoe trenching) if

future impacts from the proposed project are anticipated to be deeper than 31 inches (80 cm) below surface.

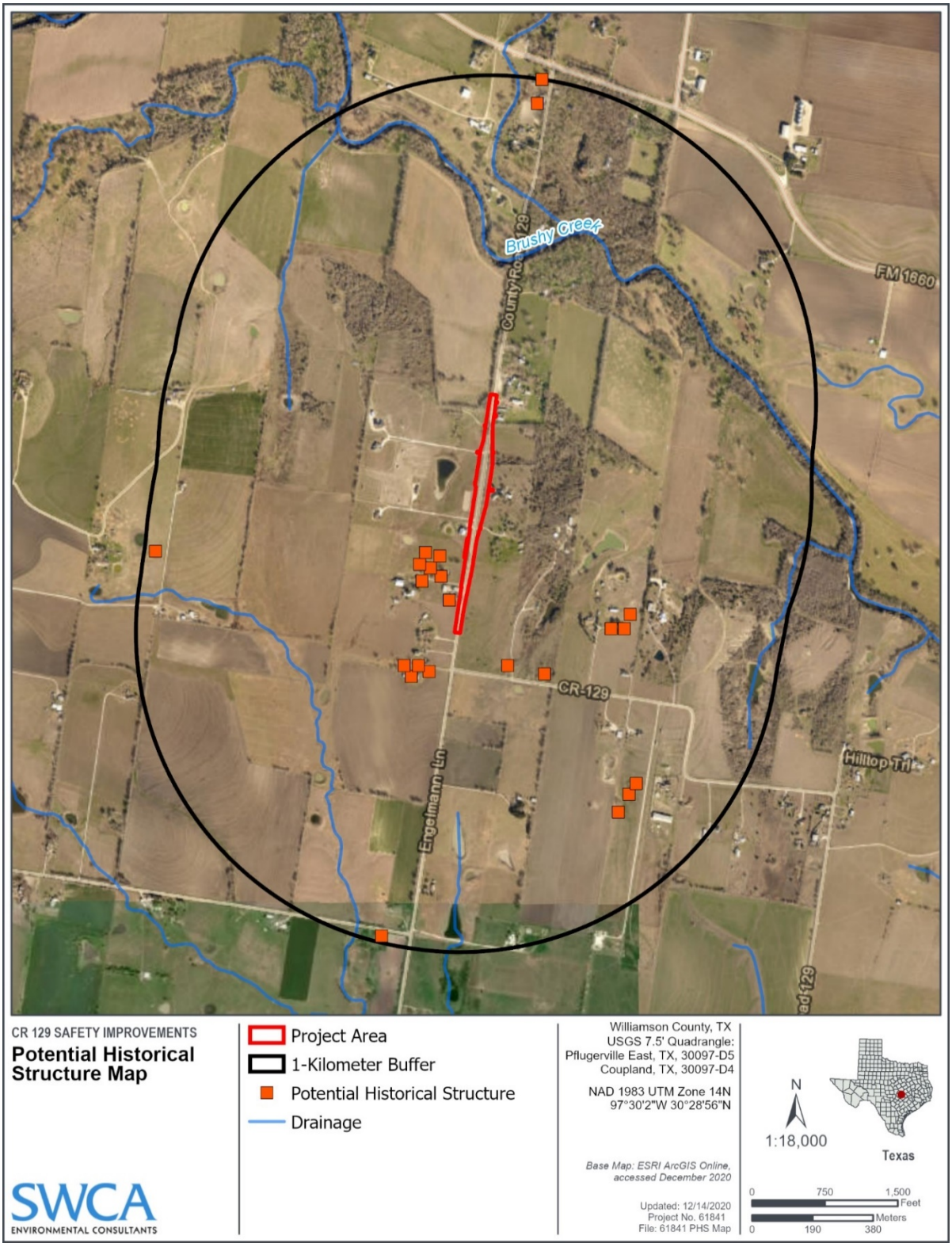


Figure 5. Potential historical structures within 1 km (0.6 mile) of the project area.

Site Documentation

If an archaeological site is encountered during the investigation, it will be explored as much as possible with consideration to land access constraints. All recorded sites will be mapped in detail and plotted on USGS 7.5-minute topographic quadrangle maps with a hand-held, sub-meter accurate GPS unit and appropriate project maps for planning purposes. All discovered sites will be assessed regarding potential significance so that recommendations can be made for property management (i.e., avoidance, non-avoidance, or further work). Additional shovel tests will be conducted per THC standards at discovered sites to define horizontal and vertical boundaries. Appropriate State of Texas Archaeological Site Data Forms will be filled out for each site discovered during the investigation.

SWCA proposes a non-collection survey. Artifacts will be tabulated, analyzed, and documented in the field, but not collected. Temporally diagnostic artifacts will be described in detail and photographed in the field. This policy will reduce curation costs once the fieldwork is concluded; however, as per the stipulations of the Antiquities Permit, all paperwork and photographs generated during the field investigation must be curated at an approved repository.

Reporting and Curation

SWCA will prepare a draft report of the investigation within 2 weeks of completion of the field survey. The archaeological report will conform to THC and Council of Texas Archeologists reporting standards. The report will document the general nature of the project area, the methodology used in the investigation, the presence and condition of any previously recorded sites revealed in the records review, the general nature and extent of cultural resources encountered during the archaeological survey, recommendations on the need for further work, and the potential significance of the cultural resources regarding future development and SAL status.

SWCA will submit a digital draft copy of the report to Williamson County for review and comment. Once this has been accomplished, SWCA will incorporate any appropriate edits and will submit a final draft report to the THC for review and comment. As part of completing Antiquities Permit requirements, SWCA will furnish two electronic copies of the final report on a tagged PDF formatted CD, as well as project area shapefiles, to the THC, complete an Abstracts in Texas Contract Archeology Summary form and abstract text on-line, and furnish 11 hard copies of the report (without site information, if any) to the university-based libraries and archaeological research facilities around the state. Field records and artifacts, if collected, will be curated at an approved curatorial facility which, in this case, is the Center for Archaeological Research at The University of Texas at San Antonio, per requirements of the ACT.

REFERENCES

Barnes, Virgil E.

1974 Geologic Atlas of Texas, Austin Sheet. Bureau of Economic Geology, The University of Texas at Austin.

Foster, T.R., T. Summerville, and T. Brown

2006 The Texas Historic Overlay: A Geographic Information System of Historic Map Images for Planning Transportation Projects in Texas. Prepared for the Texas Department of Transportation by PBS&J, Austin

Griffith, Glenn E., Sandy A. Bryce, James M. Omernik, and Ann C. Rogers

2007 *Ecoregions of Texas*. Texas Commission on Environmental Quality Surface Water Quality Monitoring Program, Austin, Texas.

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2020 *El Camino Real de los Tejas.* Online resource available at: https://www.nps.gov/elte/index.htm. Accessed December 2020.

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2020 Web Soil Survey. U.S. Department of Agriculture. Available at: http://websoilsurvey.nrcs.usda.gov. Accessed December 2020.

Texas Historical Commission (THC)

2020 Texas Archeological Site Atlas, restricted database. A joint venture of Texas Historical Commission and Texas Archeological Research Laboratory. Available at: http://atlas.thc.state.tx.us. Accessed December 2020.

U.S. Geological Survey (USGS)

1950 *Elgin, TX* [map]. 1:62,500, 7.5-Minute Series topographic quadrangle. U.S. Department of the Interior, U.S. Geologic Survey, Washington D.C.

1968 *Pflugerville East, TX* [map]. 1:24,000, 7.5-Minute Series topographic quadrangle. U.S. Department of the Interior, U.S. Geologic Survey, Washington D.C.

2020a Pocket Texas Geology. Available at: https://txpub.usgs.gov/txgeology/. Accessed December 2020.

2020b The National Geologic Map Database (TopoView). Historical topographic map collection. Available at: http://ngmdb.usgs.gov/maps/TopoView/. Accessed December 2020.

Commissioners Court - Regular Session **44.**

Meeting Date: 04/04/2023

Bagdad Rd. Possession and Use Agreement

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a possession and use agreement for transportation purposes with Blue Hole Real Estate Investment, LLC for 0.534 acres needed as right of way on the Bagdad Rd./CR 279 project. (Parcel 13). Funding Source: Road Bonds P343

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/30/2023 11:40 AM
Form Started By: Charlie Crossfield		Started On: 03/29/2023 03:19 PM
Final Approval Date: 03/30/2023		

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 13
COUNTY OF WILLIAMSON	§	Project: Bagdad@CR279

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County" or "Grantee"), and **BLUE HOLE REAL ESTATE INVESTMENT, LLC** (the "Grantor" whether one or more), grants to the County, its 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 a portion of the proposed Bagdad @ CR 279 roadway project and related appurtenances, drainage, 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 exclusive 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 and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of SEVENTEEN THOUSAND and 00/100 Dollars ($17,000.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment directly to Grantor, or delivery of the consideration amount to the title company as set out herein, subject to the conditions in paragraph 14 below, if any.

   The parties agree that the sum tendered represents 25% 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 sum 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 the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference

and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above is paid to grantor by the County or the title company (the "Effective Date").

4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered T-165829, issued August 10, 2022 by Texas National Title (and any subsequent updates prior to the Effective Date), and that proper releases, if any, 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 at this time.

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 the Effective Date.

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. 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 a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. 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 Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining, or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the County takes title to the Property.

11. 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.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.

13. It is agreed the County will record this document.

14. Other conditions: None.

15. By its authorized signature below the following Tenants which have a leasehold interest in 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:

Tenants: _____

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, 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.

GRANTOR:

BLUE HOLE REAL ESTATE INVESTMENT, LLC

By: JOHN COLIN SUTTLES - MANAGER

Name: John Colin Suttles

Its: Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 28 day of March, 2023 by John Colin Suttles in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: Jesus Rodriguez
My Commission Expires: 09-29-2025

JESUS RODRIGUEZ
Notary ID #133363297
My Commission Expires
September 29, 2025

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this _____, 2023 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires:

EXHIBIT A

County: Williamson
Parcel : 13 –Blue Hole
Highway: Bagdad Rd (CR 279)

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.534 ACRE (23,246 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 20.00 ACRE TRACT OF LAND (TRACT 1) DESCRIBED AND DEPICTED IN GENERAL WARRANTY DEED TO BLUE HOLE REAL ESTATE INVESTMENT, LLC RECORDED IN DOCUMENT NO. 2019115189 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.534 ACRE (23,246 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (ROW width varies) 113.27 feet left of Bagdad Road Baseline Station 284+69.64 (Grid Coordinates determined as N=10,207,435.73 E=3,059,276.98), being in the southerly boundary line of said 20.00 acre tract, same being the northerly boundary line of that called 10.00 acre tract of land described in Warranty Deed With Vendor's Lien to Action Propane, Inc. described in Volume 1227, Page 650 of the Official Records of Williamson County, Texas, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 10" creosote post found, being an ell corner in the southerly boundary line of said 20.00 acre tract, same being the northwesterly corner of said 10.00 acre tract bears S 73°08'08" W, at a distance of 490.21 feet;

1) **THENCE,** departing said 10.00 acre tract, with said proposed westerly ROW line, through the interior of said 20.00 acre tract, **N 47°22'04" W,** for a distance of **263.84** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 136.16 feet left of Bagdad Road Baseline Station 287+48.47, in the existing southerly ROW line of Old County Road (C.R.) 279 (ROW width varies), same being the northerly boundary line of said 20.00 acre tract, for the northwesterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "FOREST 1847" found, in said existing southerly ROW line, being an angle point in the northerly boundary line of said 20.00 acre tract, bears S 76°56'21" W, at a distance of 104.89 feet;

THENCE, departing said proposed westerly ROW line, with said northerly boundary line of the 20.00 acre tract, same being said existing southerly ROW line of Old C.R. 279 the following three (3) courses:

2) **N 76°56'21" E,** for a distance of **23.53** feet to a 1/2" iron rod found, for an angle point;

3) **S 86°47'29" E,** for a distance of **62.45** feet to a 1/2" iron rod found, for an angle point;

4) **S 77°16'31" E,** for a distance of **47.63** feet to a 3/8" iron rod found, being the apparent intersection of the existing westerly ROW line of C.R. 279 (Bagdad Road);

THENCE, departing said Old C.R 279, with the existing westerly ROW line of C.R 279 (Bagdad Road), same being the easterly boundary line of said 20.00 acre tract, the following three (3) courses:

5) **S 60°18'56" E,** for a distance of **69.60** feet to a 3/8" iron rod found, for an angle point;

6) **S 56°46'17" E,** for a distance of **2.14** feet to an 80D nail found, being the northerly corner of that called 0.0369 acre ROW tract described in Right-Of-Way Dedication to County Judge John Doerfler (Williamson County, Texas) recorded in Document No. 1996036915 of the Official Records of Williamson County, Texas, for a point of curvature to the right;

County: Williamson
Parcel : 13 –Blue Hole
Highway: Bagdad Rd (CR 279)

7) with the westerly boundary line of said 0.0369 acre ROW dedication tract, along a non-tangent curve to the right having a delta angle of **08°01'33",** a radius of **1,056.00** feet, an arc length of **147.92** feet and a chord which bears **S 46°21'39" E,** for a distance of **147.80** feet to a 1/2" iron rod found, for the southeasterly corner of said 20.00 acre tract, same being the southwesterly corner of said 0.0369 acre ROW dedication tract, being the northeasterly corner of said 10.00 acre tract, also being the northwesterly corner of that called 0.1691 ROW tract described in Right-Of-Way Dedication to County Judge John Doerfler (Williamson County, Texas) recorded in Document No. 1996065717 of the Official Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel;

8) **THENCE,** departing said existing westerly ROW line, with the southerly boundary line of said 20.00 acre tract, same being the northerly boundary line of said 10.00 acre tract, **S 73°08'08" W,** for a distance of **111.64** feet to the **POINT OF BEGINNING**, containing 0.534 acres (23,246 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, 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 direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 23 SEP 2022
M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

EXHIBIT "A"

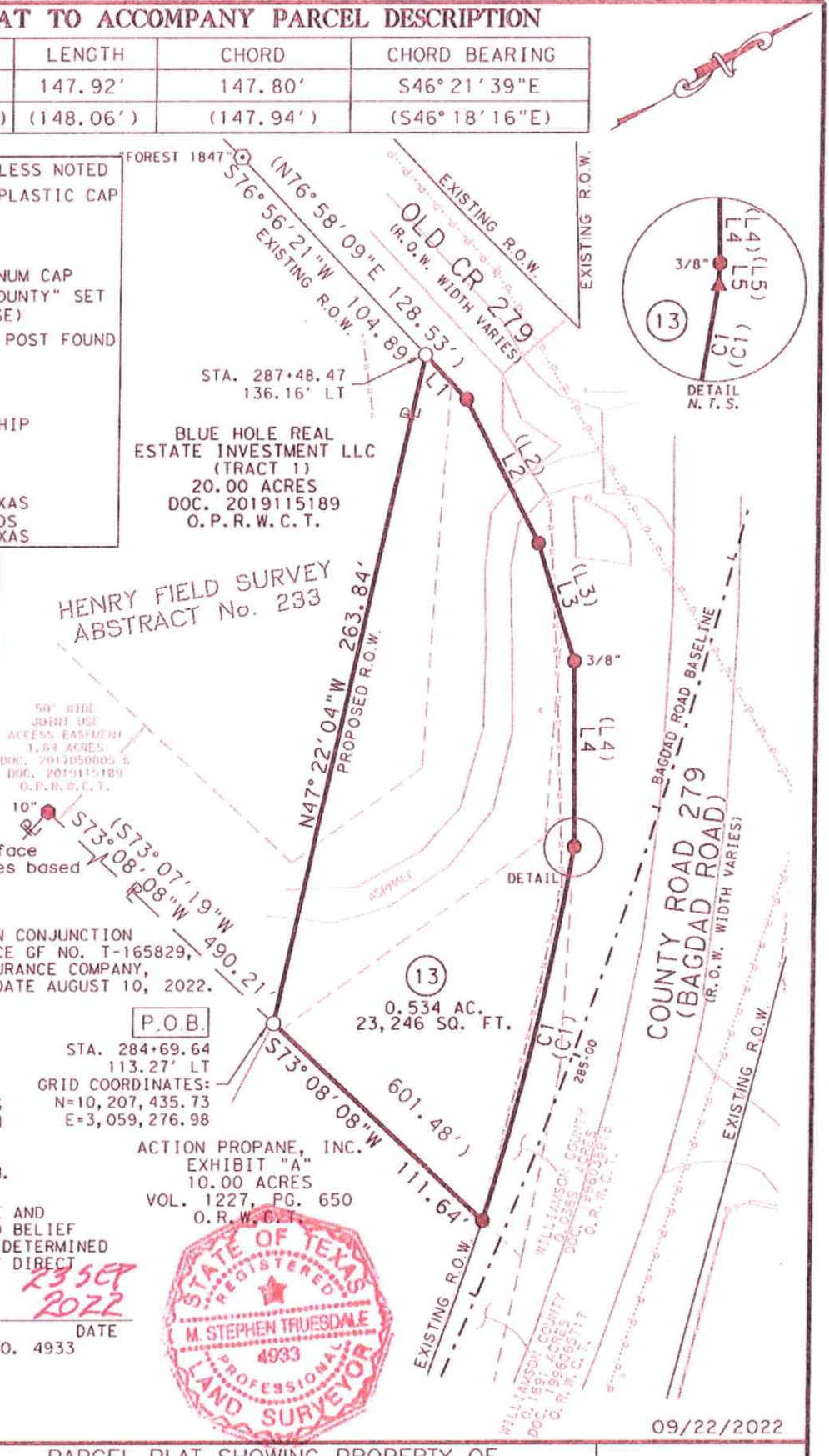
PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	08°01'33"	1,056.00'	147.92'	147.80'	S46°21'39"E
(C1)	(08°02'00")	(1,056.00')	(148.06')	(147.94')	(S46°18'16"E)

LEGEND

- ● ½" IRON ROD FOUND UNLESS NOTED
- ⊙ ½" IRON ROD FOUND W/PLASTIC CAP
- ▲ 80/D NAIL FOUND
- △ CALCULATED POINT
- ○ ½" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)
- ⬢ CREOSOTE FENCE CORNER POST FOUND
- ℄ PROPERTY LINE
- ( ) RECORD INFORMATION
- LINE BREAK
- DENOTES COMMON OWNERSHIP
- P.O.B. POINT OF BEGINNING
- N.T.S. NOT TO SCALE
- O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

NO.	DIRECTION	DISTANCE
L1	N76°56'21"E	23.53'
L2	S86°47'29"E	62.45'
(L2)	(S86°53'06"E)	(62.38')
L3	S77°16'31"E	47.63'
(L3)	(N77°27'19"E)	(47.93')
L4	S60°18'56"E	69.60'
(L4)	(S60°06'51"E)	(69.24')
L5	S56°46'17"E	2.14'
(L5)	(S55°29'45"E)	(2.03')



1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165829, ISSUED BY TITLE RESOURCES GUARANTY INSURANCE COMPANY, EFFECTIVE DATE AUGUST 01, 2022, ISSUE DATE AUGUST 10, 2022.

2. AN INGRESS AND EGRESS EASEMENT AS DESCRIBED IN DOCUMENT NO. 2017050805, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

4. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RIGHT-OF-WAY DEDICATION OF RECORD IN DOCUMENT NO. 9636915 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 23 SEP 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

09/22/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

BLUE HOLE REAL ESTATE INVESTMENT LLC

SCALE	PROJECT	COUNTY
1" = 60'	BAGDAD ROAD	WILLIAMSON

PARCEL 13
0.534 ACRES
23,246 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 13-BLUE HOLE\PARCEL 13-BLUE-HOLE.dgn

Commissioners Court - Regular Session **45.**

Meeting Date: 04/04/2023

CR 255 Purchase Contract

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with James D. Daniels for 0.135 acres needed as right of way on the CR 255 project (Parcel 22). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/30/2023 11:41 AM
Form Started By: Charlie Crossfield		Started On: 03/29/2023 03:23 PM
Final Approval Date: 03/30/2023		

REAL ESTATE CONTRACT
County Road 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **JAMES D. DANIELS** (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 0.135 acres (5,892 square foot) tract of land out of and situated in the James Northcross Survey, Abstract No. 478 in Williamson County, Texas; more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 22);**

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 in Exhibit "A" 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, compensation for any improvements on the Property, and for any damage or cost to cure for the reconfiguration of the remaining property of Seller shall be the sum of EIGHTY-NINE THOUSAND FIVE HUNDRED SEVENTY and 00/100 Dollars ($89,570.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good 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 herein is being conveyed to Purchaser in lieu of and under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Insurance Company on or before April 30th, 2023, or at such time, date, and place as Seller and Purchaser may agree, 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 WILLIAMSON COUNTY, Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", 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.

(3) Provide reasonable assistance as requested and at no cost to Seller to cause Title Company to provide Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(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 Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively as incurred.

ARTICLE VI
BREACH BY SELLER

6.01. 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

7.01. In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

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.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after March 15, 2023, to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation, and construction activities associated with the proposed roadway improvement construction project of Purchaser on the Property or other obligations of this Contract, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature page follows]

SELLER:

James D. Daniels

Date: 3-23-23

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravel, County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date:_____

EXHIBIT "A"

WALKER
TEXAS SURVEYORS
P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

0.135 ACRE RIGHT-OF-WAY PARCEL NO. 22
JAMES D. DANIELS
PORTION OF
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.135 ACRES (APPROXIMATELY 5,892 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 21.013 ACRE TRACT OF LAND CONVEYED TO JAMES D. DANIELS IN A WARRANTY DEED DATED NOVEMBER 16, 2021 AND RECORDED IN DOCUMENT NO. 2021175032 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.135 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 northwest corner of Lot 4, Block A, NORTH VISTA RANCH PHASE I, FINAL PLAT a subdivision of record in document no.: 2020065726, Official Public Records Williamson County, Texas, and in the south line of said Daniels tract, 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 southwest corner of Lot 3, bears South 20°39'51" East, a distance of 242.61 feet;

THENCE South 70°46'48" West with the North line of said NORTH VISTA RANCH PHASE I, FINAL PLAT subdivision and the most westerly south line of said Daniels tract a distance of 33.97 feet to the southwest corner of the herein described tract, the Northwest corner of said NORTH VISTA RANCH subdivision plat and the most westerly southwest corner of said Daniels tract a 1/2" iron rod with "Matkin-Hoover-Surveying & Eng" cap found in the existing East right of way line of said County Road 255;

THENCE North 21°38'05" West with the west line of said Daniels tract and the existing east right-of-way line of said County Road 255 a distance of 70.01 feet to the northwest corner of the herein described tract, the Northwest corner of said Daniels tract, and the most northerly Southwest corner of that certain tract of land as conveyed to NORTH

VISTA RANCH LLC, according to the deed filed of record in instrument number (2016060626), official public records Williamson County, Texas, from which a 1/2" iron rod with orange cap marked "RPLS 1213" found at the most westerly northwest corner of said NORTHVISTA RANCH LLC bears North 20°33'46" West a distance of 70.05 feet;

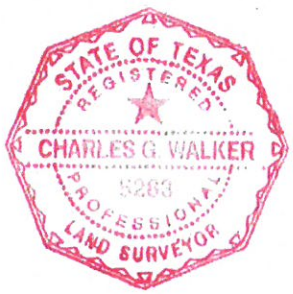
THENCE North 70°49'15" East with the North line of said Daniels tract, a distance of 85.20 feet to the northeast corner of the herein described tract a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY", from which a 1/2" iron rod with cap marked "PLS 5785" found at the most northerly northeast corner of said Daniels tract, bears North 70°49'52" East a distance of 2,052.59 feet;

THENCE South 20°05'16" East across said Daniels tract distance of 69.94 feet to the Southeast corner of the herein described tract a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set in the South line of said Daniels tract and the North line said Lot 4, from which a ½ inch iron rod with cap marked "Matkin-Hoover-Surveying & Eng." Found at the Northeast corner of said Lot 4 bears North 70°48'07" East a distance of 45.14 feet;

THENCE South 70°48'07" West with the South line of said Daniels tract and the north line of said Lot 4 a distance of 49.34 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 22.

I hereby certify that the hereon map and description was performed under my direct supervision.



Charles G. Walker Date: January 18, 2023
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 0.135 ACRES (APPROXIMATELY 5,892 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JAMES D. DANIELS IN A DEED DATED NOVEMBER 16, 2021 AND RECORDED IN DOCUMENT NO. 2021175032 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Surveyor's Notes:
Only those easements and that information listed in Title Commitment File No. GT2201314, Issued by Texan Title Insurance Company on November 4, 2022, 8:00am, with an effective date of October 27, 2022, 8:00am, and re-listed below were considered regarding restrictions and matters affecting this property. No other research was performed by Walker Texas Surveyors, Inc. All underground utilities have not been located by this surveyor. The hereon signed Registered Professional Land Surveyor makes no warranty as to the existence or location of any such utility, whether serving the subject tract or for the purpose of servicing other properties. Subsurface and environmental conditions were not examined or considered as a part of this survey. The word "Certify" or "certification" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a Warranty or guarantee, expressed or implied.

10.
e. Easement dated November 30, 1925, executed by R. E. Ward to Sara M. Tucker, et a. al, recorded in Volume 225, Page 342, Deed Records, Williamson County, Texas. ***(Does NOT affect)***

b. Telephone Company Right of Way Easement dated January 1, 1981, executed by William Daniels et al to Mid-State Telephone Company, recorded in Volume 826, Page 349, Deed Records, Williamson County, Texas. ***(Does NOT affect)***

c. Right of Way Easement dated September 12, 1983, executed by William Daniels and Barbara Daniels to Chisholm Trail Water Supply Corp., recorded in Volume 944, Page 762, Deed Records, Williamson County, Texas, and conveyed to Chisholm Trail Special Utility District by instrument dated July 16, 1992, recorded in Volume 2168, Page 44, Official Records, Williamson County, Texas, and assigned to the City of Georgetown, Texas, by instrument dated September 12, 2014, recorded under Document No. 2014076202, Official Records, Williamson County, Texas. ***(Does NOT affect)***

e. Easement Agreement dated November 7, 1985, executed by William Daniels to Central Telephone Company-Midstate, recorded in Volume 1275, Page 21, Official Records, Williamson County, Texas. ***(Does NOT affect)***

f. Easement Agreement dated August 14, 1990, executed by William Daniels to Central Telephone Company of Texas, recorded in Volume 1945, Page 363, Official Records, Williamson County, Texas. ***(Does NOT affect)***

g. Utility Easement dated February 12, 2009, executed by James D. Daniels and wife, Yiannis Daniels to Pedernales Electric Cooperative, Inc., recorded under Document No. 2009017110, Official Records, Williamson County, Texas. ***(Does NOT affect)***

h. Right of Way Easement dated May 31, 1982, executed by James Daniels to Chisholm Trail, WSC, recorded in Volume 938, Page 575, Deed Records, Williamson County, Texas, and conveyed to Chisholm Trail Special Utility District by instrument dated July 16, 1992, recorded in Volume 2168, Page 44, Official Records, Williamson County, Texas, and assigned to the City of Georgetown, Texas, by instrument dated September 12, 2014, recorded under Document No. 2014076202, Official Records, Williamson County, Texas. ***(Does NOT affect)***

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 GEODETIC 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)

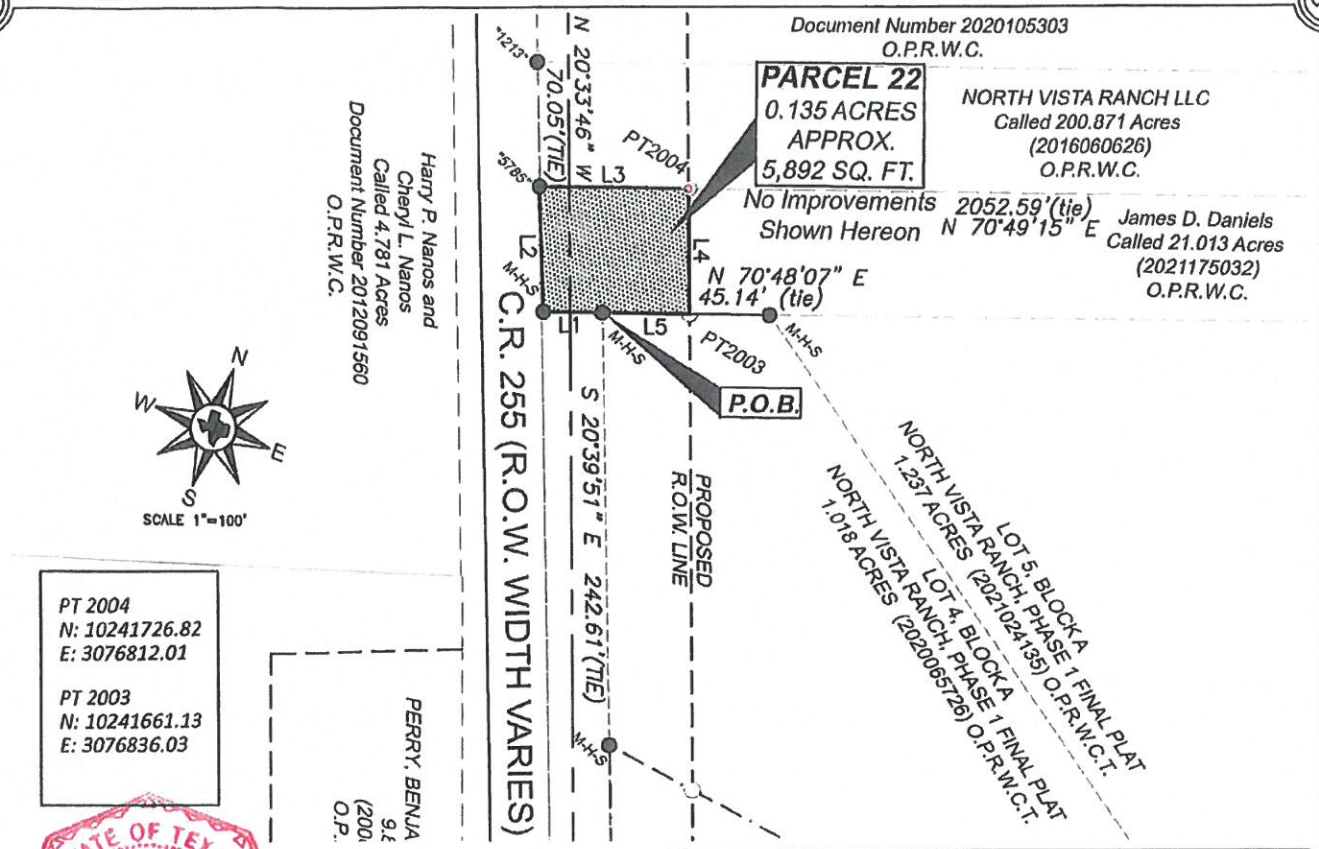
THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

CHARLES G. WALKER, TX. RPLS # 5283.

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: JANUARY 18, 2023
DRAWING NO.: 0750504-02-PARCEL 22
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS



PT 2004
N: 10241726.82
E: 3076812.01

PT 2003
N: 10241661.13
E: 3076836.03

STATE OF TEXAS REGISTERED CHARLES G. WALKER 5283 PROFESSIONAL LAND SURVEYOR

LEGEND

○	5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
● M-H-S	1/2" IRON ROD FOUND WITH CAP MARKED "MATKIN-HOOVER-SURVEY&ENG"
P.R.W.C.T.	PLAT RECORDS WILLIAMSON CO., TX.
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON CO., TX.
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON CO., TX.
( )	RECORD INFORMATION

LINE	BEARING	DISTANCE
L1	S 70°46'48" W	33.97'
L2	N 21°38'05" W	70.01'
L3	N 70°49'15" E	85.20'
L4	S 20°05'16" E	69.94'
L5	S 70°48'07" W	49.34'

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 GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

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CHARLES G. WALKER, TX. RPLS # 5283.

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: JANUARY 18, 2023
DRAWING NO.: 0750504-02-PARCEL 22
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS

Exhibit "B"

Parcel 22

DEED
CR 255

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 **JAMES D. DANIELS**, 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"):

> A description of 0.135 acres (approximately 5,892 sq. ft.) in the James Northcross survey, abstract no. 478, Williamson county, Texas, being a portion of that certain called 21.013 acre tract of land conveyed to James D. Daniels, in a Warranty Deed dated November 16, 2021 and recorded in Document No. 2021175032 of the Official Public Records of Williamson County, Texas; said 0.135 acres being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 22**);

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 CR 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 _____, 2023.

[signature page follows]

GRANTOR:

_____

James D. Daniels

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2023 by James D. Daniels in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.L.L.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Sheets & Crossfield, P.L.L.C.
309 East Main
Round Rock, Texas 78664

Commissioners Court - Regular Session **46.**

Meeting Date: 04/04/2023

Order Regarding Annexation for portions of CR 122 and CR 110

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Order Regarding Annexation by the City of Round Rock, Texas of portions of CR 122 and CR 110 Right of Way.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/30/2023 11:43 AM
Form Started By: Charlie Crossfield		Started On: 03/29/2023 03:26 PM
Final Approval Date: 03/30/2023		

ORDER REGARDING ANNEXATION BY THE CITY OF ROUND ROCK, TEXAS OF PORTIONS OF COUNTY ROAD 122 AND COUNTY ROAD 110 RIGHT OF WAY

WHEREAS, Williamson County (the "County") owns and/or maintains a portion of CR 122 east of Athea Lane and west of CR 110; and

WHEREAS, the County also owns and/or maintains a portion of CR 110 south of CR 122 and north of Mozart Street; and

WHEREAS, the City of Round Rock, Texas (the "City") is in the process of annexing or has already annexed certain properties abutting portions of CR 122 and CR 110; and

WHEREAS, the City desires to also annex portions of CR 122 and CR 110, described as Tracts 1, 2, 3, 4, and 5 in Exhibit "A"; and

WHEREAS, Section 43.1055 now allows the County to request municipal annexation of county roadways;

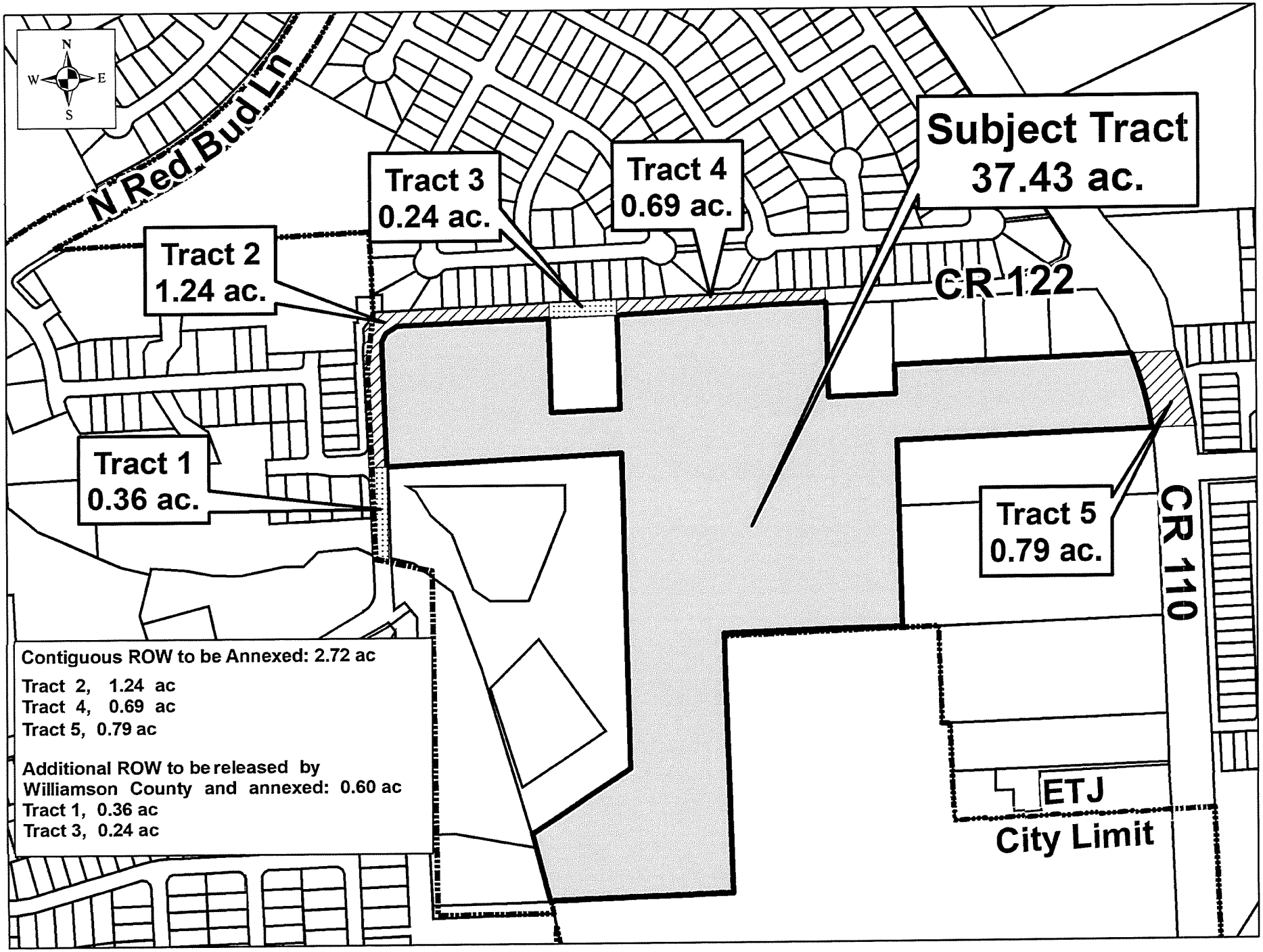
NOW, THEREFORE, the Commissioners Court of Williamson County, Texas, does hereby order the following:

The County hereby requests that the City of Round Rock annex those portions of CR 122 and CR 110, described as Tracts 1, 2, 3, 4, and 5 in Exhibit "A," attached hereto and incorporated herein, into the city limits of Round Rock, Texas.

SIGNED this _____ day of _____, 2023.

_____
Bill Gravell Jr.
County Judge

Exhibit "A"


N
W
E
S
N Red Bud Ln
Tract 3
0.24 ac.
Tract 4
0.69 ac.
Subject Tract
37.43 ac.
Tract 2
1.24 ac.
CR 122
Tract 1
0.36 ac.
Tract 5
0.79 ac.
CR 110
Contiguous ROW to be Annexed: 2.72 ac
Tract 2, 1.24 ac
Tract 4, 0.69 ac
Tract 5, 0.79 ac
Additional ROW to be released by Williamson County and annexed: 0.60 ac
Tract 1, 0.36 ac
Tract 3, 0.24 ac
ETJ
City Limit

Meeting Date: 04/04/2023
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 CR 255.
f) Discuss the acquisition of real property for Bud Stockton Extension.
g) Discuss the acquisition of real property for CR 305/307.
h) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
i) Discuss the acquisition of real property for CR 111.
j) Discuss the acquisition of real property for Corridor H
k) Discuss the acquisition of real property for future SH 29 corridor.
l) Discuss the acquisition of right-of-way for Hero Way.
m) Discuss the acquisition of right-of-way for Corridor C.
n) Discuss the acquisition of right-of-way for Corridor F.
o) Discuss the acquisition of right-of-way for Corridor D.
p) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
q) Discuss the acquisition of right-of-way for Reagan extension.
r) Discuss the acquisition of real property near Justice Center.
s) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
t) Discuss the acquisition of the MKT Right of Way
u) Discuss acquisition of right of way for Corridor E.
v) Discuss acquisition of right of way for County Road 245.
w) Discuss acquisition of right of way for CR 401/404.
x) Discuss acquisition of right of way for Liberty Hill Bypass.
y) Discuss the acquisition of 321 Ed Schmidt Blvd., #300, Hutto, Texas

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
i) Sale of property located 747 County Rd. 138 Hutto, Texas
j) Discuss Right of Way for Southwestern Boulevard, Georgetown, Texas

C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1
D. Discuss the Cobb Cavern Conservation Easement Amendment and potential acquisition.

Background

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	03/30/2023 11:43 AM
Form Started By: Charlie Crossfield		Started On: 03/29/2023 03:31 PM
Final Approval Date: 03/30/2023		

Commissioners Court - Regular Session **49.**

Meeting Date: 04/04/2023

Economic Development

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

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087: Business prospect(s) that may locate or expand within Williamson County.

a) Project Fittipaldi
b) Project Acropolis
c) Project World
d) Project Mellencamp
e) Project Corgi
f) Project Anniversary
g) Project Glee
h) Project Skyfall

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	03/30/2023 11:44 AM
Form Started By: Charlie Crossfield		Started On: 03/29/2023 03:32 PM
Final Approval Date: 03/30/2023		

Commissioners Court - Regular Session **60.**

Meeting Date: 04/04/2023

Strategic Planning

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, deliberate, receive information and take any appropriate action relating to Strategic Planning for Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agenda

Matrix

Plan

Goals

Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	03/29/2023 09:37 AM
Form Started By: Becky Pruitt		Started On: 03/28/2023 04:05 PM
Final Approval Date: 03/29/2023		

Williamson County Strategic Plan
Commissioners Court Work Session

Tuesday, April 4, 2023
2:00 pm – 4:00 pm

Purpose: To review the draft Strategic Plan, draft Implementation Plan, and draft templates for reporting on progress. The outcome will be documents that are prioritized by Goal and by SMART Objective.

2:00	Welcome and Overview
2:05	Outcomes for the Work Session
2:10	Strategic Plan Process Overview
2:15	Review the Strategic Plan Highlights
2:20	Prioritize the Goals
2:30	Deep Dive into the Implementation Plan
	What is missing/what should be added?
	What is a duplicate and can be removed?
2:45	Prioritize the SMART Objectives/Dates
	Goal 1
	Goal 2
	Goal 3
	Goal 4
3:05	Break
3:15	Prioritize the SMART Objectives
	Goal 5
	Goal 6
	Goal 7
3:45	Next Steps
	Update the Implementation Plan
	Update the Strategic Plan
	Put on agenda for adoption/approval
	First Key Goal Meetings June 20/21/22
3:55	Wrap Up and Close

Williamson Count

Priority

Key Goal	SMART Objective
Key Goal One **Enhance communication strategy to build stronger relationships internally and externally**	Develop a framework for communication between the commissioners court, department heads and elected officials by February 2024
	Develop interactive database/clearing house for public services by January 1 2024
	Leverage SharePoint for internal transparency by January 1, 2024
	Solicit feedback from community in Williamson County by 2023
	Improve internal communication platform (plan by February 2024)
Key Goal Two **Lead a collaborative partnership to plan for and fund growth and development**	Develop a catalog of county services and infrastructure that is utilized by municipalities
	Partner with developers to fund growth and services associated it with IT
	Identify funding sources for growth and development needs

	Identify specific things that contribute and detract from growth and development in the county
Key Goal Three **Develop and implement a culture where Williamson County is the employer of choice**	Create a culture package for new hire process and all current employees
	Review the philosophy and culture of the salary survey
	Define and develop a culture with four core values to achieve mission and vision
	Support/encourage 4 core values in all offices
	Online County Store with logo merchandise
	Provide services - in building/ on campus/ food service / child care/ dry clean/ gym/ nails and hair / clinic/ massage/ PT / in office coffee and water/ in office snacks
	Review and update our policies that don't work
	Hire culture director
	Annual Gala at Kalahari with special recognition
Key Goal Four	Develop/update a master plan for each department and offices for ultimate build out five year plan
	Determine needs to maximize efficiency of county judicial system by March 2024 (to drive a budget)

Adopt and implement long range master plans to address growth and sustainability	Identify large properties for potential industrial/commercial development in county
	Develop, update, distribute financial plan and policies to maintain AAA bond rating FY 25
	ID legislative fixes/partnering with other entities
Key Goal Five **Commit to state-of-the-art technological solutions for customer service**	Replacement of Oracle financial system before end of life - final date 2029
	Implement connectivity (broadband) project between county and cities to share data by 2026
	Address long term digital evidence storage needs and continuous performance improvements
	Implement new public safety system software
	Implement and formalize program of IT liaisons for county department
	Improving and increasing capacity of county radio system (need IDD)
	Comprehensive justice system master plan and implementation plan by 2025
	Identify metrics to determine performance, utilization, and needs
	Build adequate justice facilities by Fiscal Year 2027

Key Goal Six **Enhance communication strategy to build stronger relationships internally and externally**	Reengage the community towards achieving a safer county
	~~Establishment of ME office~~
	Coordination with municipalities for a safe street, safer county, warrant insurance, blood draws, 24 hour holds, sharing costs (list out absorbed costs by county)
	Assess and evaluate current County structure for criminal responsibility
	Improve the provision of indigent defense by FY25
Key Goal Seven **Integrate policies to ensure financial stability and sustainability across all services**	When growth occurs create a matrix that ensures the ability to meet the county's mission
	Fiscal notes for all grants and new programs/ renewals
	Review all operations for possible partnerships and cost sharing
	Develop a rolling five year budget
	Create an incentive/ recognition for departments EO who budget responsibly and save taxpayer dollars at the end of each FY
	Create ME office by 2027

ty Strategic Plan Matrix

Time Frame	Budget	Priority
February 28, 2024		
January 1, 2024		
January 1, 2024		
December 31, 2023		
February 28, 2024		
May 1, 2023		

February 28, 2024		
June 1, 2024		
December 31, 2023		
April 30, 2024		
April 30, 2024		
December 31, 2024		
December 31, 2025		
December 31, 2023		
December 31, 2025		
December 31, 2025		
December 31, 2024		
March 31, 2024		

June 14, 2024		
June 14, 2024		
June 14, 2024		
December 31, 2027		
December 31, 2026		
September 30, 2025		
September 30, 2025		
December 31, 2023		
September 30, 2030		
December 31, 2023		
September 30, 2024		
December 31, 2027		

December 31, 2025		
~~1M pop (or when legally required)~~		
December 31, 2024		
December 31, 2028		
December 31, 2025		
January 1, 2024		
December 31, 2025		
January 1, 2025		
December 31, 2023		
December 31, 2027		

Consultant note: this concept of a survey was a consistent theme throughout the Key Goal conversations

Consultant note: the Objectives in this Key Goal closely align with the Objectives in Key Goals Six and Seven and we would recommend a cross County team to work on this.

Consultant note: this Objective may be able to be combined with other similar objectives in practice.

Consultant Note: this is the SAME Objective as in Key Goal #7. Recommend having in only one location.

Consultant note: Similar to other SMART Objectives, may be able to combine

Consultant note: can be removed from Goal 7 as it's in Goal 6 already.

How to use this Implementation Plan:

First, congratulations on your Strategic Plan! A lot of hard work and effort went into the creation of your Plan, and your energy a
But, like anything else, if you don't pay attention to the Plan and work on it regularly, it will wind up on the dreaded Shelf of Dead
BEST PRACTICES:

- Meet quarterly as a Key Goal Team
- Update the Commissioners Court after each quarterly meeting
- Meet annually to ensure the Implementation Plan aligns with the Strategic Plan

Don't worry if many of these columns are blank – most organizations start with some blanks and work to fill them in over time – p
to know what to put in the blank column!

Other ideas to integrate the Implementation Plan throughout the County

1) Attach this Plan to all staff team meetings with updates. The updates part is critical – you want your team to stay involved ar
information all the time with nothing new is the quickest way to boredom and apathy. Use photos or graphics!
Sometimes a "3-minute drill" is a good idea – limit everyone to 3 minutes or less. Effective, efficient and very doable.
2) Once every 90 days, meet as a Key Goal team to update all the Action Steps. **Come with 3 things:**
a. What worked well
b. What didn't work very well
c. What needs to be changed/added/done in the next 90 days (hint – write that in the Action Steps area)
3) Integrate the Implementation Plan into your budget cycle (changing your quarterly meetings as needed) to help inform and te

If you can use your Plan, you can implement your Plan – and if you implement your Plan, you will realize your Vision! Have fun, a

nd enthusiasm will carry you forward.
l Plans.

olus, it often takes some research

nd interested. Seeing the same

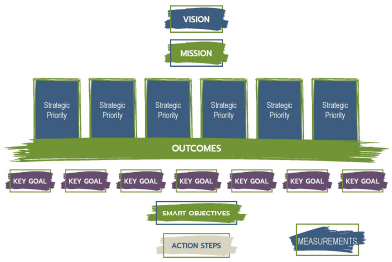
ll your story

and call with any questions or feedback!

Williamson County Strategic Plan 2023 - 2033

Vision : We are a friendly, safe and healthy county; with endless opportunities, strong community investment, thriving families and prospering businesses.

Mission: Our mission is to provide excellent customer services while executing strategic, financially sustainable core services that promote a healthy, safe, and prosperous County.



Key Goal One

Enhance communication strategy to build stronger relationships internally and externally

Measurement: Survey

		Owner and Team	Resources Needed	Due Date	Occurrence	Status
1.1	**SMART Objective: Develop a framework for communication between the commissioners court, department heads and elected officials by February 2024**	**Shaun, Rachel, Kathy**		**February 28, 2024**		
	Action Steps					
1.1.1	Develop framework for communicating/distributing information within departments and offices (within three days of meeting)					
1.1.2	Survey those involved and preferred communication method (Connie owns) Survey done in April (April 30)					
1.1.3	Develop a report out system/template					
1.2	**SMART Objective : Develop interactive database/clearing house for public services by January 2024**	**Richard Semple, Connie, Misty**		**January 1, 2024**		
	Action Steps					
1.2.1	Identify best practices for communication with any public facing entities			(PI0 – June 1, 2023)		
1.2.2	Replacing "Get Help" interface with more self automated solutions- Include GIS address system	IT		September 1, 2023		
1.2.3	Department survey of available online services			June 1, 2023		
1.3	**SMART Objective: Leverage SharePoint for internal transparency by January 2024**			**January 1, 2024**		
	Action Steps					
1.3.1	Internal survey			June 1, 2023		
1.3.2	IT develops template			September 1, 2023		
1.3.3	Departments provide information			December 1, 2023		
1.3.4	IT create mechanism for feedback			September 1, 2023		
1.4	**SMART Objective: Solicit feedback from community in Williamson County by 2023**			**December 31, 2023**		
	Action Steps					
1.4.1	Look into companies to provide surveys for citizens/businesses					
1.4.2	Create team to come up with questions/look at results					
1.4.3	Distribute feedback to department heads/elected officials/come up with plan on feedback- do we need to implement something/change something based on feedback					
1.5	**SMART Objective: Improve internal communication platform (plan by February 2024)**			**February 28, 2024**		
	Action Steps (Didn't finish)					
1.5.1	Look into new software					
1.5.2	How do departments add to it					

1	**Quick Wins**					
	Identify available tech resources set standards, streamline, for all departments and offices (index, glossary)			July 1, 2023		
	Create a justice focused standing group by April 18th. Use existing framework	Ron		April 18, 2023		
	Monthly/ quarterly zoom meetings internally with all department heads-elected officials for updates			March 18, 2023		
	Upgrade website to allow changes by departments/office without support			March 1, 2023		
	Train specific department staff to update website	Richard Semple		July 15, 2023		

Key Goal Two

Lead a collaborative partnership to plan for and fund growth and development

Measurement: Shared Cost Agreements

		Owner and Team	Resources Needed	Due Date	Occurrence	Status
2.1	**SMART Objective: Develop a catalog of county services and infrastructure that is utilized by municipalities**	**Richard Semple, Dale Butler**		**May 1, 2023**		
	Action Steps					
2.1.1	Reach out to each department to identify each facility infrastructure that is used					
2.1.2	Great communication plan to take cities	Connie's team				
2.1.3	Assemble and put amounts to	Dale, Richard		October 25, 2023		
2.2	**SMART Objective: Partner with developers to fund growth and services**	**Bob**		**xxx**		
	Action Steps					
2.2.1	Survey other entities on fees	Adam		October 1, 2023		
2.2.2	Develop draft ordinances and fee structure	Adam		June 14, 2024		
2.2.3	Presentation to commissioners court	Adam		October 1, 2024		
2.2.4	Adopt policies to have MUD's build and maintain internal roads					
2.3	**SMART Objective: Identify funding sources for growth and development needs**	**Commissioners**		**xxx**		**Ongoing**
	Action Steps					
2.3.1	Establish a working group with expertise in understanding and leveraging current and future funding services, i.e. (state, fed, local.. connect the dots)	Commissioners court		December 31, 2023		3-Dec-23
2.3.2	Identify and maintain inventory of funding resources, amounts and deadlines. (Continuous review)			July 2024 - first draft		Ongoing
2.3.3	Members of working group should join state and national working groups on funding. Update inventory sheet as necessary			March 2024		
2.4	**SMART Objective: Identify specific things that contribute and detract from growth and development in the county**	**Court-consultant**		**December 2024**		
	Action Steps					
2.4.1	Identify into gathering sources i.e., surveys- public and corporate, Economist, demographers			June 1, 2024		
2.4.2	Gather data to present to partners			June 1, 2024		
2.4.3	Distribute to al the players and determine if the environment changes and would require another review					Ongoing
2.5	**SMART Objective: Identify cost sharing of emergency communications and dispatch**	**Commissioners**		**July 2024**		

2	**Quick Wins**	
	Create a list of unused Properties for Sale	December 31, 2023
	Regular networking breakfast-expand	December 31, 2023
	Identify partnership opportunities	December 31, 2023
	Getting involved in local conversations	December 31, 2023
	Purchase right of way	December 31, 2023
	ID occupancy rates for every county facility so we cam plan for growth	December 31, 2023
	Inventory all current partnership- what is in place now	December 31, 2023
	Survey cities/counties on fees and funding	December 31, 2023
	Regular communication	December 31, 2023
	Create boards to manage growth, invite "strategic partners"	December 31, 2023
	Align conferences, changing policies and technologies	December 31, 2023
	Federal funding for XYZ	December 31, 2023
	Celebrate successful partnerships.	December 31, 2023

Key Goal Three

Develop and implement a culture where Williamson County is the employer of choice

Measurements: Survey Data

		Owner and Team	Resources Needed	Due Date	Occurrence	Status
3.1	**SMART Objective: Create a culture package for new hire process and all current employees**			**1-Jun-24**		
	Action Steps					
3.1.1	Ask city of Georgetown	Rachel		February 14, 2023		
3.1.2	Put on new and improved website	IT and Connie		April 2024		
3.1.3	Put culture package on HR SharePoint					
3.1.4	Press release announcing culture and where to apply for employment			May		
3.2	**SMART Objective: Review the philosophy and culture of the salary survey**	**Shaun, HR and Dick**		**2025**		
	Action Steps					
3.2.1	Increase frequency Review philosophy Department heads to contribute to decisions and data Form committee					
3.2.2	Message out					
3.3	**SMART Objective: Define and develop a culture with four core values to achieve mission and vision**	**Minister of culture - Rebecca**		**April 2024**		
	Action Steps					
3.3.1	Do this again create survey to pull core values			July 15, 2023 Weighted poll October		
3.3.2	Inform workforce of what is going on and list examples of values (collect more)			July 15, 2023		
3.3.3	County wide/staff appreciation-reveal party			April 2024		
3.4	**SMART Objective: Support/encourage 4 core values in all offices**	**HR and volunteer committee**		**After April 2024**		**Ongoing**
	Action Steps					
3.4.1	Meeting with elected officials/department heads/leaders for buy-in. (Before reveal)			February 2024		
3.4.2	ID minister of culture for each department			June 1, 2024		
3.4.3	Implement a training/development plan for ministers of culture and above leaders. $ Needed			July 1, 2024		
3.5	**SMART Objective: Online County Store with logo merchandise**	**Purchasing to own and manage**		**2024**		
	Action Steps					
3.5.1	Vet vendor Determine products Promote to employees					
3.5.2	No funding needing But can be used as reward					
3.6	**SMART Objective: Provide services - in building/ on campus/ food service / child care/ dry clean/ gym/ nails and hair / clinic/ massage/ PT / in office coffee and water/ in office snacks**	**HR to own**		**2025**		
	Action Steps					
3.6.1	Survey on employees			2023		
3.6.2	Assess costs and/or partner with vendors and identify space needs			2023/2024		
3.6.3	Fund or contract					
3.7	**SMART Objective: Review and update our policies that don't work**	**Richard IT once this with support from audit, budget and HR**		**2023**		
	Action Steps					
3.7.1	Survey on problem policies by 2023					
3.7.2	CHGS to occur in future					
3.8	**SMART Objective: Hire culture director**	**Parks/ HR**		**2025**		
	Action Steps					
3.8.1	Night work sessions to plant and communicate Budget for activities					
3.8.2	Monthly suggestions to directors/ electeds to do with staff and then share photos through PIA office					
3.9	**SMART Objective: Annual Gala at Kalahari with special recognition**	**HR**		**2025**		
	Action Steps					

3	**Quick Wins**	
	Monthly walking event	December 31, 2023
	Tuition assistance communication (handout) - Nathan	December 31, 2023
	Policy of direct benefit be expanded	December 31, 2023
	Hold a health fair	December 31, 2023
	Implement a lateral promotion policy	December 31, 2023
	Don't announce an arbitrary # of employees as a part of the budget	December 31, 2023
	Flexible remote schedule	December 31, 2023
	Employee party (River Ranch Park)	December 31, 2023

Inform teams of all benefits
-Make sure they understand

Measures
Retention rate
Qualified applicant
Survey
Volume of items ordered from store

December 31, 2023

Key Goal Four

Adopt and implement long range master plans to address growth and sustainability

Measurements: Performance Budget

		Owner and Team	Resources Needed	Due Date	Occurrence	Status
4.1	**SMART Objective: Develop/update a master plan for each department/office for ultimate build out**			**December 2024**		
	Action Steps					
4.1.1	Developed and shared population on ultimate and five year projections	Bob Daigh, Each senior department head and EO		May 2023		
4.1.2	Develop a template and format	Stephanie Appelfeller		October 31, 2020		
4.1.3	Develop the comprehensive and draft plans	Stephanie Appelfeller		October 1, 2024		
4.2	**SMART Objective: Determine needs to maximize efficiency of county judicial system by March 2024 (to drive a budget)**	**Rachel**		**March 2024**		
	Action Steps					
4.2.1	Create working group to identify needs and stakeholders by March 1, 2023	Ron, Shaun, Stephanie	Populate with different disciolines	March 1, 2023		
4.2.2	ID and gather data points to substantiate identified needs and costs by December 31, 2023			December 31, 2023		
4.2.3	Develop measrurents of key points for current workload: cases, hours, types of cases					
4.2.4	Develop report and recommendations for CC			February 15, 2023		
4.3	**SMART Objective: Identify large properties for potential industrial/commercial development in county**	**Dave Porter**		**June 14, 2024**		
	Action Steps					
4.3.1	Collaborate with cities and brokers on available properties	Dave Porter		January 2024		
4.3.2	Create a report of data gathered	Dave Porter		June 1, 2024		
4.3.3	Present Williamson County growth summit 2025					
4.4	**SMART Objective: Develop, update, distribute financial plan and policies to maintain AAA bond rating FY 25**	**Dave Porter**		**June 14, 2024**		
	Action Steps					
4.4.1	Listen to Ashley and Julie (Dan W)			Beginning of FY25		
4.4.2	Listen to Ashley and Julie (Dan W)			Beginning of FY26		
4.4.3	Listen to Ashley and Julie (Dan W)			Beginning of FY27		
4.5	**SMART Objective: ID legislative fixes/partnering with other entities**	**Dave Porter**		**June 14, 2024**		
	Action Steps					
4.5.1						
4	**Quick Wins**					
	Inventory all current MP's			March 31, 2023		
	Define poor services now and into the future Look through Texas legislative code	Hal		July 15. 2023 May 1. 2023		
	Update with accomplishments all current MP			December 31, 2023		
	Survey other counties approach to managing growth by current law			December 31, 2023		
	Visit counterpart in Montgomery, Denton, Ford Ben, Colin			December 31, 2023		
	Develop a plan for planning transportation corridor West of SH 95			December 31, 2023		
	Monitor current legislative session			December 31, 2023		
	Analyze current market trends and growth patterns to ID campus locations			December 31, 2023		
	ID potential industrial site within the county work with cities			December 31, 2023		

Key Goal Five

Commit to state-of-the-art technological solutions for customer service

Measurements: Survey Data

		Owner and Team	Resources Needed	Due Date	Occurrence	Status
5.1	**SMART Objective: Replacement of Oracle financial system before end of life - final date 2029**	**Richard/IT with Committee of users**		**2027**		
	Action Steps					
5.1.1	Pick market study firm	IT		Before October 2023 to Seotember 2023		
5.1.2	Selected committee to work on RFP	SAA		September 2025		
5.1.3	Implement selected tech solution	SAA		September 30, 2027		
5.2	**SMART Objective: Implement connectivity (broadband) project between county and cities to share data and costs by 2026**	**Richard Semple**		**December, 2026**		
	Action Steps					
5.2.1	Action step talk to the cities, identify what we don't have – Mie gaps	Richard Semple		March 15, 2023		
5.3	**SMART Objective: Address long term digital evidence storage needs and continuous performance improvements**	**IT**		**September 30, 2025**		
	Action Steps					
5.3.1	Project long term needs	IT		September 30, 2023		
5.3.2	Coordinate with city partners on usage and needs	IT		September 2023		
5.3.3	Procurement of necessary solution			August 30, 2025		
5.4	**SMART Objective: Implement new public safety system software**	**IT**		**September 30, 2025**		
	Action Steps					
5.4.1	Draft and issue an RFP	Consultant		July 2023		
5.4.2	Action step evaluate, select and enter into contracts	Selected committee		November 2023		
5.4.3	Implement and go live	IT		September 30, 2025		
5.5	**SMART Objective: Implement and formalize program of IT liaisons for county department**	**Richard/ IT**		**December 31, 2023**		
	Action Steps					
5.5.1	Work with department heads and elected officials to select appropriate staff for training	Richard		April 30, 2023		
5.5.2	Educate selected staff as needs arise	IT		When need presents		
5.6	**SMART Objective: Improving and increasing capacity of county radio system (need IDD)**	**IT**		**September 30, 2030**		
	Action Steps					
5.6.1	Identify partner cities and coordinate location of towers	IT		September 30, 2024		
5.6.2	Sign agreements with partners, i.e. cities, ESD's and ISD's	IT		September 30, 2027		
5.6.3	Develop radio tower sites, implementing built	IT		Seotember 30, 2030		
5	**Quick Wins**					
	Bring IT into the discussion of planning and projects at the beginning			December 31, 2023		
	Combine use of all apps			December 31, 2023		
	Launch and new website			December 31, 2023		
	Ask departments what would help them/ what day used			December 31, 2023		
	IT security enhancements			December 31, 2023		

Key Goal Six

Enhanced services and systems to support a safe community

Measurements: Survey Data

		Owner and Team	Resources Needed	Due Date	Occurrence	Status
6.1	**SMART Objective: Comprehensive justice system master plan and implementation plan by 2025**	**Justice working group**		**2025**		
	Action Steps					
6.1.1	Form the group by June 1, 2023	Ron, Rachel, Sean		June 1, 2023 Schedule dates/ meetings		
6.1.2	Gathering Intel/data from other counties by September 1, 2023	Working Group member		September 1, 2023		
6.1.3	Prepare report with ideas, implementation steps and resources needed	Working Group		2025		
6.1.4	Identify all affected services	Working Group	Inputs/outputs related to system	August 2023		
6.1.5	Identify resources required			October 31, 2023		
6.1.6	Research best practices/site visits			March 2024		
6.2	**SMART Objective: Identify metrics to determine performance, utilization, and needs**	**Justice working group**		**September 2024**		
	Action Steps					
6.2.1	ID how population increase and multifamily housing growth impacts resource needs	Working group consultant		August 2024		
6.2.2	Establishing baseline of current status assessment (square footage, number of cases, staff, etcetera)			August 1, 2023		
6.2.3	ID thresholds for adding new resources	Working Group		September 2024		
6.2.4	ID improvement opportunities to increase efficiency from baseline	Working Group				Continuous
6.3	**SMART Objective: Build adequate justice facilities by Fiscal Year 2027**					
	Action Steps					
6.3.1	Stand up justice working group	Ron, Shawn, Rachel		June 1, 2023 Ask about consultant from		
6.3.2	Site visit to surrounding and comparable counties by November 2023			November 2023		
6.3.3	Develop recommendations and present to commissioners court board direction	Working group		Spring 2024		
6.4	**SMART Objective: Reengage the community towards achieving a safer county**			**December 31, 2025**		
	Action Steps					
6.4.1	Identifying NGO's, community partners, groups, individuals, facilitators			September 30, 2023		
6.4.2	Identify short-term reengagement opportunities			September 30, 2023		
6.4.3	System of recognition Identify and recognize			March 2024		
6.5	**SMART Objective: Establishment of ME office**			**1M pop (or when legally required)**		
	Action Steps					
6.5.1	Implement a pilot program with Travis County medical examiner for death inquests	Cherie, JP		ASAP		
6.5.2	Visit comparable counties to ID options and best practices	Cherie, working group		May 31, 2023		
6.5.3	Define the problem, and look for possible solutions, with resources needed	Cherie, JP, Working Group		July 31, 2023		
6.6	**SMART Objective: Coordination with municipalities for a safe street, safer county, warrant insurance, blood draws, 24 hour holds, sharing costs (list out absorbed costs by county)**			**December 2024**		
	Action Steps					
6.6.1	Identify all services that are or should be shared costs or put back on municipality (mandated core services versus optional)			December 2023		
6.6.2	Identify the gaps			December 2023		
6.7	**SMART Objective: Assess and evaluate current County structure for criminal responsibility**	**HR and budget**		**2028**		
	Action Steps					
6.7.1	Gather data on what this looks like	Rebecca and Ashlie				
6.7.2	Present to court			January 2025		
6.7.3	Present to legislature	Rebecca and Ashlie		2027		
6.8	**SMART Objective: Improve the provision of indigent defense by Fisal Year 2025**			**2025**		
	Action Steps					
6.8.1	Study from TI DC	Hon. King and Barker		December 31, 2023		
6.8.2	Go through budget process	Ashlie		March 2024		
6.8.3	Court action for FY25					
6	**Quick Wins**			**December 31, 2023**		
	Reducing recidivism (shelter/nonprofit)			December 31, 2023		

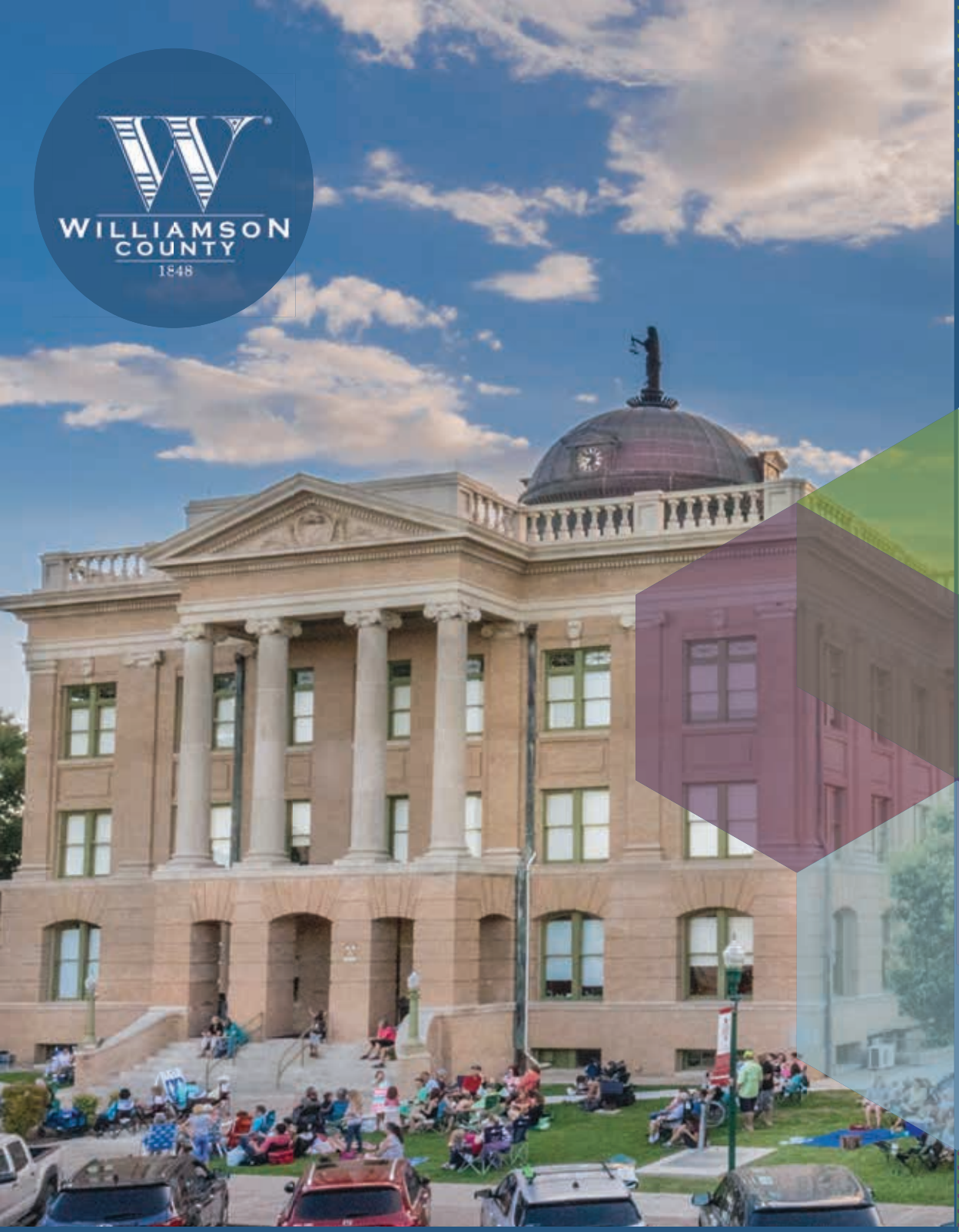
Jail MH restoration project	December 31, 2023
Putting the justice system at the forefront	December 31, 2023
More communications	December 31, 2023
MH dispatch program	December 31, 2023
Better communication from C Court	December 31, 2023
A fentanyl task force, education in schools	December 31, 2023
Community collaboration	December 31, 2023
Assess psychiatric care in jail	December 31, 2023
Feedback/survey	December 31, 2023
Lower crime rates	December 31, 2023
Court tools	December 31, 2023
Lower costs to operate a jail	December 31, 2023

Key Goal Seven

Integrate policies to ensure financial stability and sustainability across all services

Measurement: Sustainable Budget

		Owner and Team	Resources Needed	Due Date	Occurrence	Status
7.1	**SMART Objectives: When growth occurs create a matrix that ensures the ability to meet the county's mission**	**Ashlie, Sarah**		**xxx**		
	Action Steps					
7.1.1	Gather data that shows the impacts so county can continue to provide excellent duties	Dave Porter		FY24		
7.1.2	Strategically align financial incentives with preferred growth base on a plan	Commissioners				
7.1.3	Project future growth with future revenues					
7.1.4						
7.2	**SMART Objectives: Fiscal notes for all grants and new programs/ renewals**	**Budget/Audit**		**January 1, 2024**		
	Action Steps					
7.2.1	Develop policies	Budget auditor				Ongoing / No resources
7.2.2	Develop required forms					
7.2.3	Commissioners court adoption					
7.2.4	Review draft Appoint departments to provide input/review					
7.3	**SMART Objectives: Review all operations for possible partnerships and cost sharing**	**Commissioners - staff**		**31-Dec-25**		
	Action Steps					
7.3.1	All departments develop lists of opportunities			March 1, 2024		
7.3.2	Develop the structure/model					Ongoing
7.3.3	Implement the opportunities					Ongoing
7.4	**SMART Objectives: Develop a rolling five year budget**	**Budget/Audit**		**January 1, 2025**		
	Action Steps					
7.4.1	Develop draft five year budget for all departments including all life cycle items/maintenance	Each department/office		April 1, 2024		
7.4.2	Draft revenue projection/estimate	Audit responsible		April 1, 2024		
7.5	**SMART Objectives: Create an incentive/ recognition for departments EO who budget responsibly and save taxpayer dollars at the end of each FY**			**December 31, 2023**		
	Action Steps					
7.5.1	Survey of EO and department End of year report that details	Ashlie Holladay/ Auditor Office		November 15		
7.5.2	Quantify report by each department			January 1		
	Update development standards to accept maintenance standards for MUDS					
	Update policy standards for economic development incentives (abatements)					
	Create master list of all County property and land, consider selling to offest cost of Long Rnage Transportation Plan					
7.6	**SMART Objectives: Create ME office by 2027**			**December 31, 2027**		
	Action Steps					
7.6.1	Create a committee on how to do it					
7	**Quick Wins**					
	Identify all current county policies and procedures			March 15, 2023		
	Develop a maintenance/replacement schedule for each county facility			September 15		
	Develop a plan by September 15 and implement a 10 year maintenance schedule for all county roadways			December 31, 2023		
	Adjust budgeting policies and strategies to allow more flexibility			October 1, 2023		
	Identify whole life costs for all projects, ideas, and professionals			September 15, 2023		
	Set benchmarks and goals for policies to be updated and make sure they are met by (a framework for how we review plans-flexibility)			May 1, 2023		



WILLIAMSON COUNTY
1848

Williamson County

Strategic Plan

2023 - 2033

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Commissioners Court

COUNTY JUDGE
Bill Gravell

COMMISSIONER PRECINCT ONE
Terry Cook

COMMISSIONER PRECINCT TWO
Cynthia Long

COMMISSIONER PRECINCT THREE
Valerie Covey

COMMISSIONER PRECINCT FOUR
Russ Boles

History of Williamson County

Williamson County is named for Robert M. Williamson, pioneer leader and veteran of the Battle of San Jacinto. Organized on March 13, 1848, the County is located in Central Texas just north of the state capitol in Austin. Physically, the eastern part of the county is level black land soil and the western part rolling limestone hills, all drained by the San Gabriel River and tributaries. The county has a lively history including Comanche's, outlaws, Texas Rangers, the Chisholm Trail, cowboys, and sturdy pioneers.

The population of Williamson County has expanded 7.94% since 2010, the strongest growth in the nation over that period. Far from turning into a slum, over the past 25 years the county's residents have enjoyed the Lone Star state's fastest rate of income growth and the sixth-highest in the nation. It has also experienced explosive growth in commercial and residential development.

With a strong tech scene – Dell is headquartered in the Williamson town of Round Rock — the county has increased employment by ***73% since 2000***, the third highest rate in the country. Southwestern University, often ranked in national listings as providing one of the best values in undergraduate education, is located in Georgetown. Other attractive communities in Williamson County include Cedar Park, Hutto, Jarrell, Leander, Liberty Hill, and Taylor. (Source, Austin Chamber of Commerce)

Significant investments have been ma de in the county by various corporations in only the last few years including Samsung, Apple and Kalahari. These trends in population growth, the strong interest from technology companies and other international corporations to invest in Williamson County, and the job opportunities that are created as a result make the county a center of employment, where people live work and play instead of commuting.

Source: Williamson County General Overview | Demographics

Williamson County
Community Profile

643,026

Current Population

(Census data as of July 1, 2021)

50.7%

Population Change

increase from 2010 to 2021
(usafacts.org)

$308,400

Median Value of Owner-Occupied Housing Units

2.9%

Unemployment Rate

(as of October, 2022 per the Bureau of Labor Statistics)

$94,705

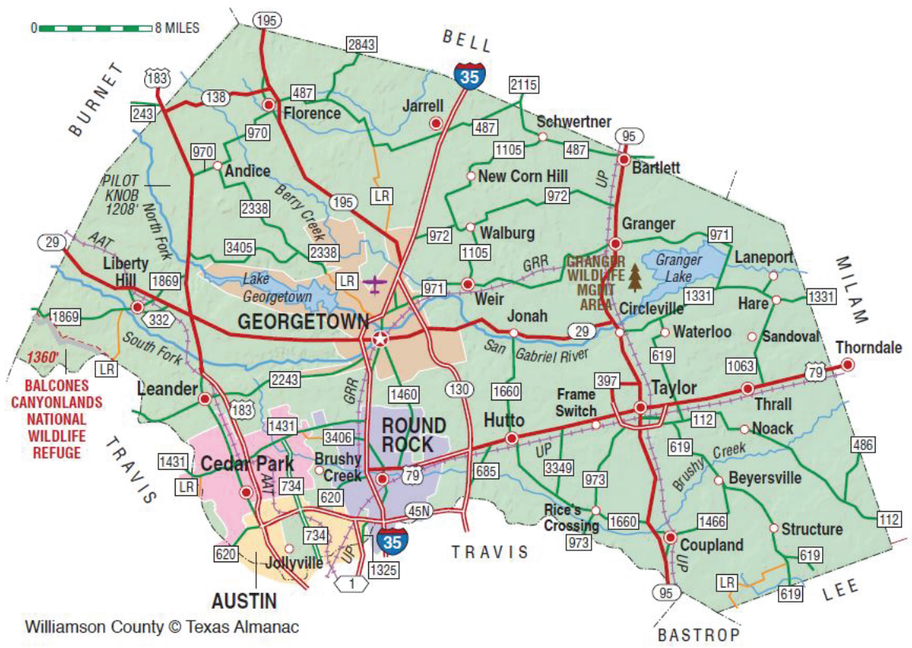
Median Household Income

(Census data as of July 1, 2022)

Major Employers

Dell Technologies	13,000	LegalZoom	507
Apple	5,000*	HP	500
CelLink	2,000*	Airco Mechanical	500
Samsung Taylor	2,000*	Office Depot	500
Q2 Software	997	Cargill	496
Electric Reliability Council of Texas	859	Trellis Co.	455
Blizzard Entertainment	700	AECOM	450
Emerson Automation Solutions	670	Cigna Supplemental Benefits	450
Electronic Arts (BioWare, Red Crow, EA Sports)	655	Onx Homes	400*
eBay	647	DHI Mortgage	400
AirBorn	620		

List excludes Government, Schools, and Healthcare.
*Final employment announcement



Williamson County © Texas Almanac

Source: Williamson County General Overview | Demographics

Key Themes from
Engagement and Outreach

The Key Themes from the surveys, focus groups and interviews are listed below. These are the most common themes shared regarding the current status, trends, and the future of Williamson County.

PLANNING FOR FUTURE GROWTH

This key theme includes not only the need to continue to thoughtfully plan for future growth in terms of service delivery, but also the ongoing work on transportation to include public transportation, multi modal trails, and roads. A strong sub theme included managing natural resources, and the balance of funding transportation in comparison to other needs such as law and justice.

INVESTMENT INTO COUNTY WORKFORCE

Related to growth, this key theme had components such as a competitive compensation package, workspace, and resources for current and future employees, offering a flexible working environment, and the recognition that many employees feel supported and recognized for their hard work. With a location so near major metropolitan areas, a strong competition in wages will be a consideration.

FINANCIAL SUSTAINABILITY

Rising costs and a desire to provide an appropriate level of taxation were cited in this key theme. With a changing demographic and a political environment in Williamson County that may not always allow easy decision making and consensus, the conversation around funding priorities for long term sustainability will continue to be a challenge.

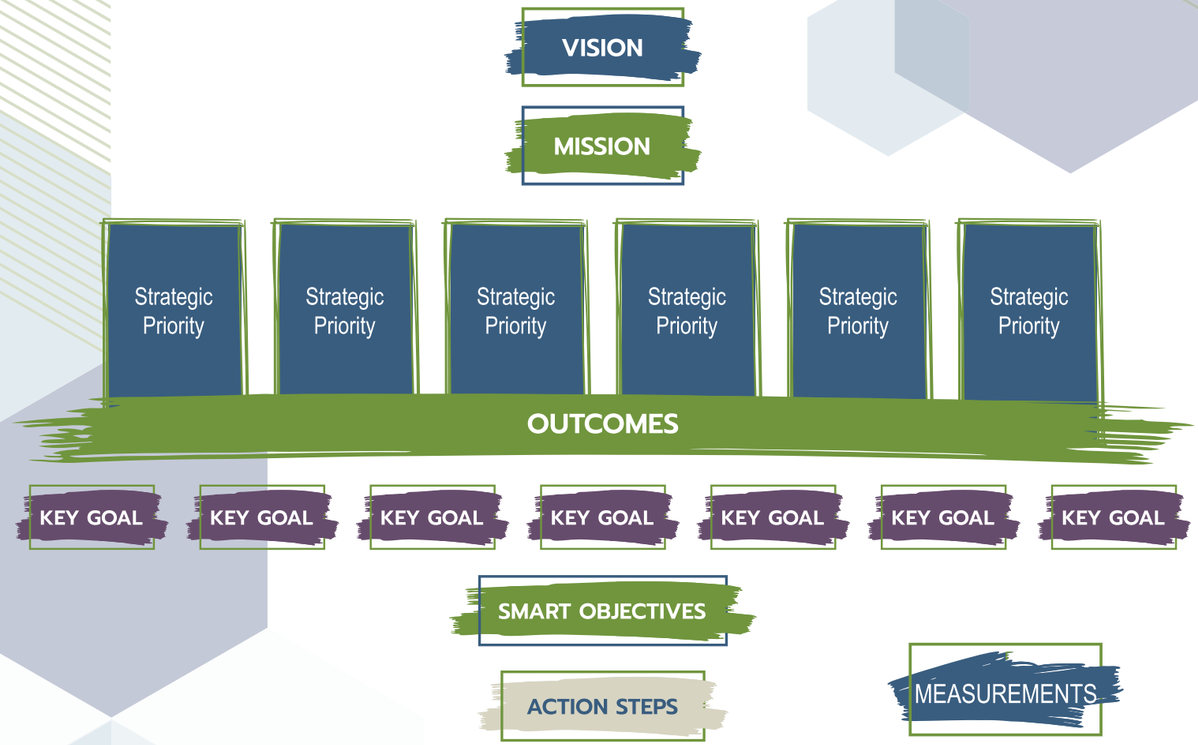
COLLABORATION AND PARTNERSHIPS

Partnerships with other government agencies, especially municipalities in the County, was a key theme. The issues of growth and financial sustainability can be addressed in collaboration, which would have a positive effect on the other key themes. Strengthening communication with partners and less divisiveness from a political perspective would support better partnerships.

COUNTY FACILITIES

A growing population can drive a conversation around service delivery, which would include county facilities and workforce. With existing facilities not meeting the space needs for existing staff, and a growing pressure on law and justice to provide services, county facilities is a key theme. Traditionally government focuses on building larger or better facilities and improving and maintaining current facilities. However, there is a clear opportunity for Williamson County to be innovative and future thinking about staffing and facilities with a focus on technology and business processes.

The Framework



The Strategic Plan Framework shows the importance of the Vision and Mission to guide the County into the future. Each of the six Strategic Priorities tells the story of what is most important, and Outcomes define the success in each Priority. The seven Key Goals will accomplish the Outcomes and consistently move the County to realizing the Vision. The Implementation Plan includes the SMART Objectives and Action Steps that can be measured.

Williamson County
Strategic Plan At a Glance

The Williamson County Strategic Plan is based on six Strategic Priorities, supported by seven Key Goals all focused on achieving the Vision of the County. Each Key Goal will have an Implementation Plan that includes specific Initiatives, Projects and SMART Objectives to ensure that the work of the County is aligned and meeting expectations. The Implementation Plan is a separate document that changes rapidly as Initiatives are completed and new SMART Objectives are created.

Williamson County
Vision and Mission

VISION FOR WILLIAMSON COUNTY

We are a friendly, safe and healthy county; with endless opportunities, strong community investment, thriving families and prospering businesses.

MISSION OF WILLIAMSON COUNTY

Our Mission is to provide excellent customer service while executing strategic, financially sustainable core services that promote a healthy, safe and prosperous County.

Six Strategic Priorities

There are six Strategic Priorities, which are the most important areas of focus for the County moving into the future. The six Priorities are listed below with their Definitions and Outcomes. The Key Goals, Department and Elected Official Goals, and Master Plan Goals should all be focused on achieving the outcomes in the Strategic Priorities – and each Goal may accomplish one or more Strategic Priorities over time. Financial Sustainability is listed first as that Priority is the core from which all other Priorities can be based.

FINANCIAL SUSTAINABILITY

Maintaining a balanced and responsive budget that achieves goals and funds priority projects in a responsible and accountable manner with appropriate revenue.

Outcomes

- Long range, smart planning for future spending and early debt reduction
- Keeping tax rates low while maintaining a high level of service
- Investments in infrastructure, facilities and employees

STRONG COMMUNITY SAFETY

Providing the highest level of training, equipment and facilities to maintain a safe and healthy community.

Outcomes

- Coordination and collaboration to provide safety services
- Updated and improved facilities and equipment
- Meet statutorily required services in a forward thinking and strategic process

CUSTOMER FOCUSED WORKFORCE

Recruiting and retaining a highly skilled workforce that is recognized for achievement, supported with competitive compensation and encouraged in professional growth.

Outcomes

- Workforce numbers are reflective of programming and service needs
- Focus in on the customer service to the taxpayer
- The County is the employer of choice

HIGH PERFORMING GOVERNMENT

Establishing policies and procedures that deliver high quality services to meet the needs of a growing community and support growth and sustainability.

Outcomes

- Right sized and right sourced, flexible and adaptable
- Collaborative, facilitative and innovative government services
- Policies, procedures, budgets and staffing that encourage and support efficient government

INNOVATIVE AND MODERN FACILITIES

Building and maintaining state-of-the-art county buildings with efficient spaces that achieve the best business/strategic outcomes based on technology and innovation.

Outcomes

- Appropriate locations, land and buildings for future services
- Buildings are flexible and adaptable into the future
- Enhanced and effective service options for community (virtual and in person)

THOUGHTFUL GROWTH

Planning for growth at a pace that allows for sustainable service delivery, adequate transportation infrastructure and a balance with our natural resources and environment.

Outcomes

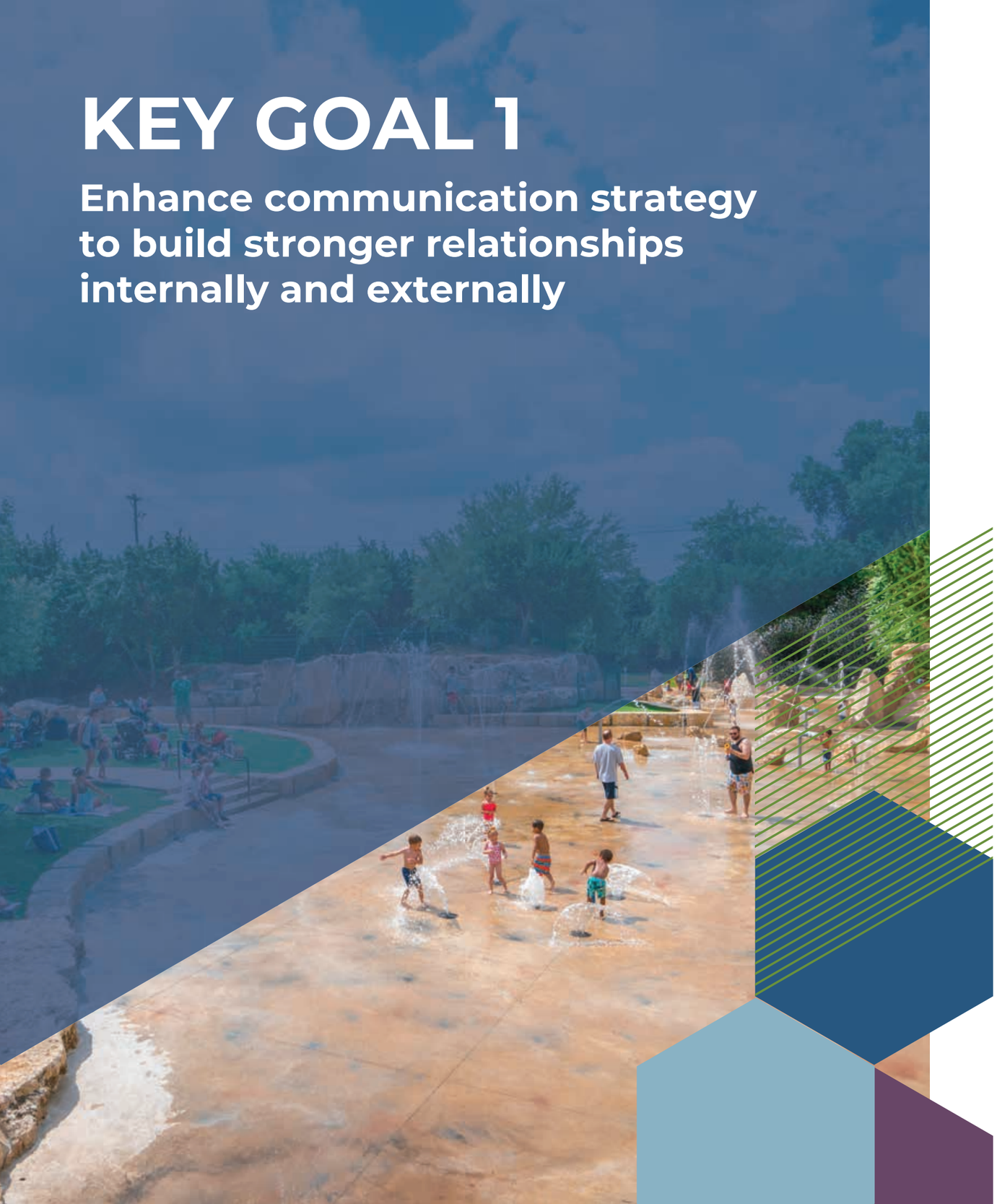
- Intentional/thoughtful plan for county services growth as population and economic development grows exponentially
- Maintaining the unique character of Williamson County
- More efficiency and enhanced services for the community

Strategic Plan Key Goals

Key Goals are the longer term big picture initiatives that will drive success in the six Strategic Priority areas. They are broad statements that focus on results. Key Goals work in tandem with the SMART Objectives in the Implementation Plan to make progress.

KEY GOAL 1

Enhance communication strategy to build stronger relationships internally and externally



KEY GOAL 1

Enhance communication strategy to build stronger relationships internally and externally

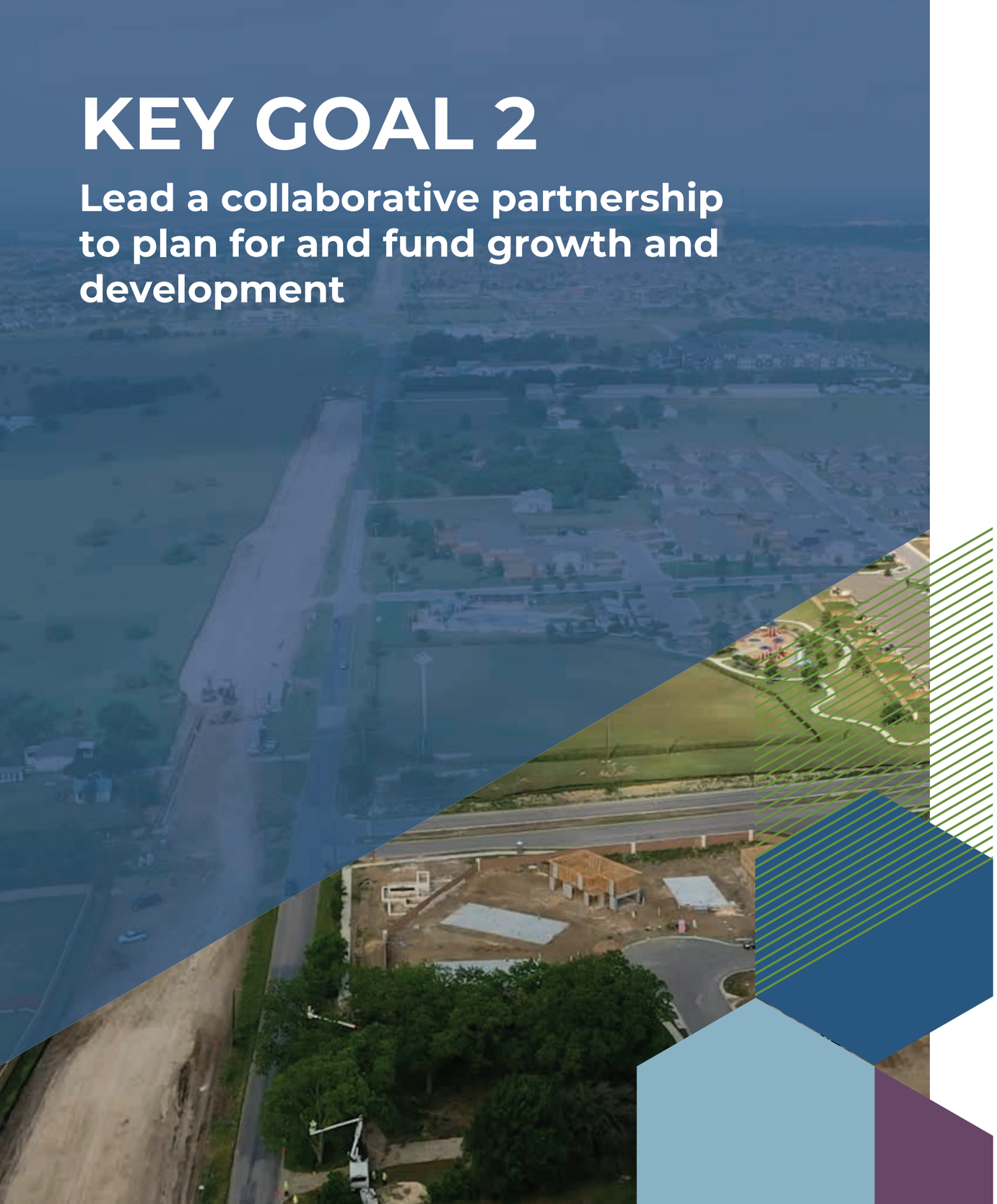
Clear, strong and regular communication is an integral part of the success of Williamson County. Establishing collaborative methods of communication with partners, stakeholders and the community will result in deeper relationships, improved efficiencies, and better outcomes for the County. Integrated meetings around the Strategic Priorities will solidify internal and external alignment and strategic thinking to address critical issues. An improved messaging strategy for businesses and customers will enhance services and build understanding.

SMART Objectives

1. Develop a framework for communication between the commissioners court, department heads and elected officials by February 2024
2. Develop interactive database/clearing house for public services by January 1 2024
3. Leverage SharePoint for internal transparency by January 1, 2024

KEY GOAL 2

Lead a collaborative partnership to plan for and fund growth and development



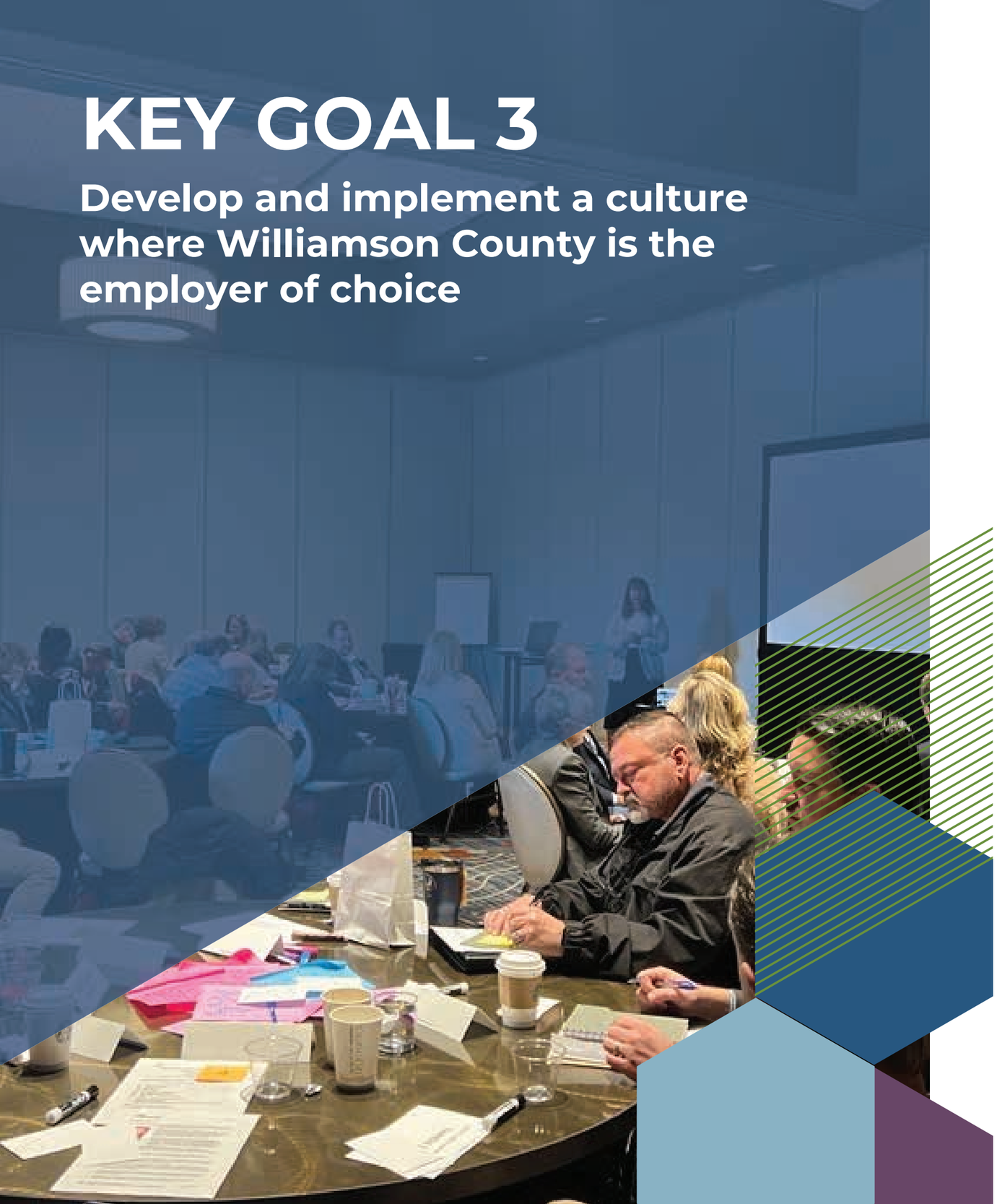
KEY GOAL 2

Lead a collaborative partnership to plan for and fund growth and development

By partnering with state and federal organizations, local municipalities, local educational institutions, stakeholders and other interested community members, the County can facilitate regional solutions to the most pressing problems of the future. Collaboration and shared funding resources will leverage existing budgets to achieve stronger results for the community. By broadening the scope of partnerships and shared resources, the most important priorities can be addressed more efficiently and in a shorter time frame.

SMART Objectives

1. Develop a catalog of county services and infrastructure that is utilized by municipalities by May, 2023
2. Partner with developers to fund growth and services associated with information technology by January, 2025
3. Identify funding sources for growth and development needs by March, 2024



KEY GOAL 3

Develop and implement a culture where Williamson County is the employer of choice

Facing competition for staffing and with current facilities that cannot meet future needs, Williamson County recognizes that an investment in our employees and elected officials is an important foundation to sustainable strategic success. Improving our facilities, offering a work life balance, addressing policies for flexibility in work locations, offering a competitive compensation package, and addressing the health and wellness needs of staff are all part of this goal. By creating a culture built around our values and goals we can ensure that our focus remains on effective, financially sustainable services and programs to our community.

SMART Objectives

1. Create a culture package for new hire process and all current employees by June, 2025
2. Review the philosophy and culture of the salary survey by 2025
3. Define and develop a culture with four core values to achieve mission and vision by April, 2024

KEY GOAL 4

Adopt and implement long range master plans to address growth and sustainability

KEY GOAL 4

Adopt and implement long range master plans to address growth and sustainability

In order to plan for the future needs of the community, and to be strong financial stewards, the County must continue to study, research and adopt master plans across all areas of service. Capital facilities, financial and budgeting, land purchases, transportation, parks and trails, and growth plans will all be a part of this goal. The plans will be integrated into the budget process and implemented in alignment with the strategic plan.

SMART Objectives

1. Develop/update a master plan for each department and offices for ultimate build out: five year plan by December, 2024
2. Determine needs to maximize efficiency of county judicial system by March 2024 (to drive a budget)
3. Identify large properties for potential industrial/commercial development in county by June, 2024

KEY GOAL 5

Commit to state-of-the-art technological solutions for customer service

KEY GOAL 5

Commit to state-of-the-art technological solutions for customer service

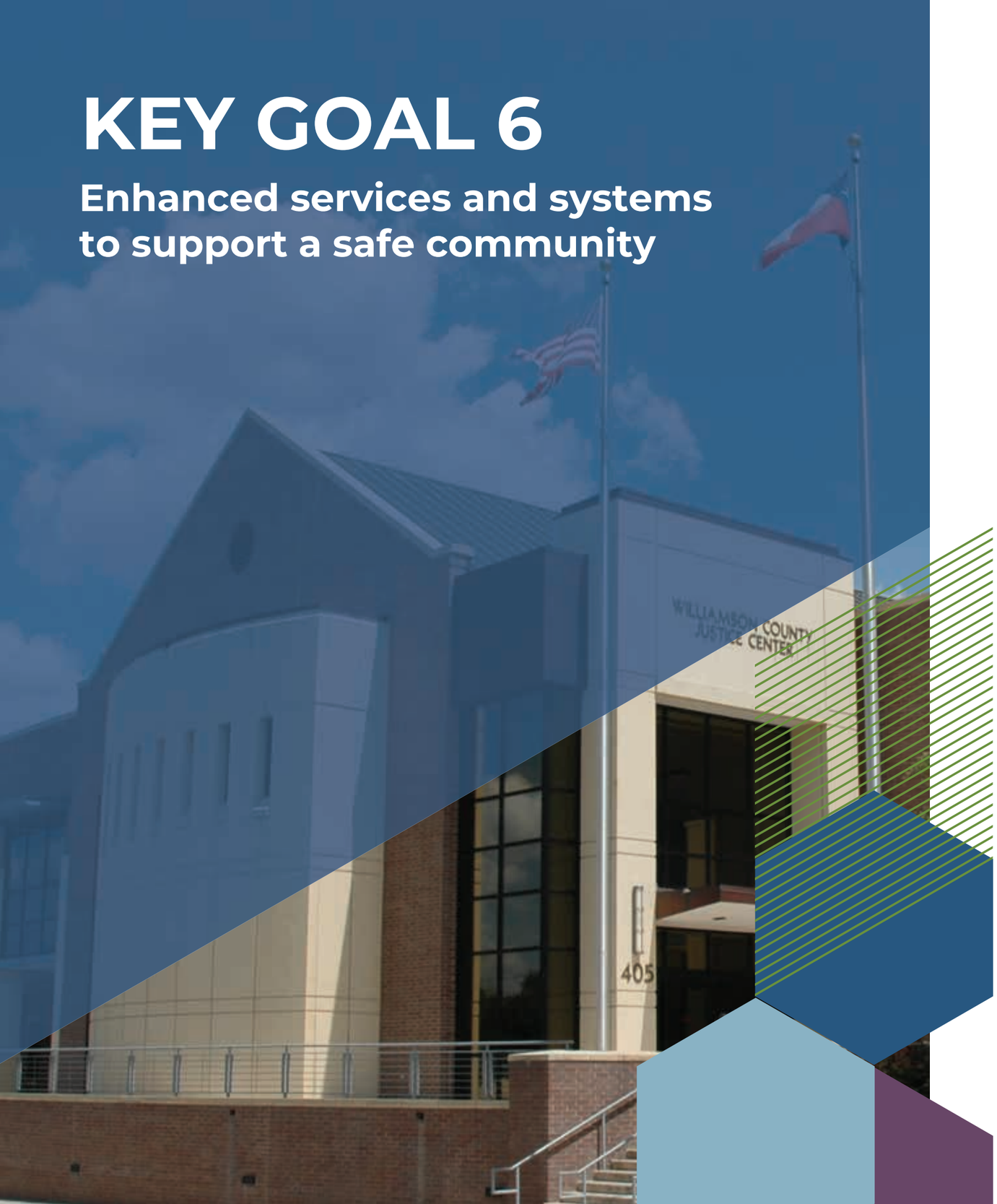
Technology is an ever changing opportunity to create services and systems that are more focused on customer service, which also means that they are more effective, more efficient and easier to use for both the staff and the customer. This goal includes online solutions for scheduling, payment, and information; cybersecurity; County facility connectivity; emergency, law enforcement and justice services; and ongoing innovation and solutions with a strategic focus.

SMART Objectives

1. Replacement of Oracle financial system before end of life - final date 2029
2. Implement connectivity (broadband) project between county and cities to share data by 2026
3. Address long term digital evidence storage needs and continuous performance improvements by September 30, 2025

KEY GOAL 6

Enhanced services and systems to support a safe community



KEY GOAL 6

Enhanced services and systems to support a safe community

Law enforcement, courts, mental health, emergency medical services, dispatch services, the district attorney and the County Attorney all fit within the category of safe community, as do many other services. This goal is a core service for Williamson County and to address the current and future needs consideration of facilities, sustainable funding, enhanced services, improvements in technology, and locations for services must all be considered. Collaboration and integration with partners, the community as a whole and those specifically served will be a key part of this goal.

SMART Objectives

1. Comprehensive justice system master plan and implementation plan by 2025
2. Identify metrics to determine performance, utilization, and needs by September, 2024
3. Build adequate justice facilities by Fiscal Year 2027

KEY GOAL 7

Integrate policies to ensure financial stability and sustainability across all services

KEY GOAL 7

Integrate policies to ensure financial stability and sustainability across all services

The focus of this goal is to ensure that all County policies and procedures are reviewed and updated, and in some cases created, with financial sustainability as the core approach. This would include a long-range financial plan, the County tax rate, and debt service. The goal goes beyond just policies as it also integrates partnering with other stakeholders to share financial responsibilities and duties in the delivery of services to the community, planning ahead for major capital expenditures to ensure the best possible financial outcome, and the consideration of revenue sources matched to the expenditures.

SMART Objectives

1. Create a matrix for when growth occurs to ensure the ability of the County to meet our Mission by July 1, 2024.
2. Fiscal notes for all grants and new programs/ renewals by January 1, 2024
3. Review all operations for possible partnerships and cost sharing by 2025

The Path Forward

Change remains the constant in Williamson County. Whether it is with the county's population growth, the diverse community of residents or with regards to an ever-evolving landscape of buildings, organizations, businesses, and institutions, the County continues to change. Within our organization, we've intentionally focused on creating positive organizational and service change, with continuous improvement as a guiding principle.

Since our first Strategic Plan was adopted, the Commissioners Court has been committed to implementing the Strategic Priorities and Goals. The Plan defines the changes that the County hopes to achieve and integrating the Strategic Plan as a road map to the future will help us to plan and adapt, whatever it brings.

With this plan the County Commissioners, County leadership and staff have been intentional about developing a document that truly connects the work of our offices and departments overarching goals, objectives, and strategies. This Strategic Plan does not shy away from the complexities of the organizations and the community's challenges and opportunities. This plan, which connects the work of multiple departments in a series of overarching strategies, embraces collaboration.

This ten-year Strategic Plan is a dynamic guide for the organization. It will be updated each year through the County's annual operating budget process. It will serve as a framework for future conversations and decisions about ways that the County can continue to improve service delivery to prepare for whatever the future brings. We look forward to continuing to serve you, the community, and to working with you as residents to help us address the challenges and opportunities ahead.

Acknowledgements

We would like to thank our amazing leadership, our staff and our community partners for your feedback and input on our Strategic Plan. Our focus has always been to meet the needs of our community while providing exceptional, responsive, and sustainable services. We truly appreciate everyone who completed our surveys, attended a focus group meeting, and dedicated the time and effort into contributing strategy and vision.

We want to specifically recognize the members of the Core Team — your hard work and dedication has made this Strategic Plan possible. The countless hours you spent to ensure the process was smooth and successful were much appreciated and valued. Finally, we want to recognize our outstanding staff who are, as was pointed out in the feedback, dedicated to serving our community.

APPENDICES

APPENDIX A: COUNTYWIDE STRATEGIC PLAN DEVELOPMENT TIMELINE

The Williamson County Strategic Plan 2023 – 2033 was created based on past strategic plans County -wide, current and historical trends in data, best practices, and direct feedback from staff and community partners throughout the county. The strategic plan consultant, SBrand Solutions, conducted a series of surveys, focus groups and interviews to gain perspective and valuable input from a wide range of participants.

The strategic plan process had five main phases:

APPENDIX B: COUNTY WIDE STRATEGIC PLAN ENGAGEMENT AND OUTREACH

The feedback came in five main outreach areas:

- Internal staff survey
- External partner survey
- Internal Focus Group meetings
- External partners Focus Group meetings
- Interviews with each Commissioner and Judge

Each of these specific outreach areas has a separate report, and that information was used to create this overall compilation of the most common themes. While this is perceptive data, there were over 1,000 total responses which can be used to **inform the strategic planning conversation** and the creation of Strategic Priorities, Critical Success Factors, Goals, and Outcomes.

STRATEGIC PLAN SURVEY INPUT 819

FOCUS GROUP PARTICIPATION

NUMBER OF FOCUS GROUPS	EMPLOYEE SESSION ATTENDEES	COMMUNITY FOCUS GROUP ATTENDEES
17	68	8
	Plus 100+ additional employees involved in planning teamwork	

APPENDIX OF RESOURCES

- Budget Office Strategic Plan
- CHD Strategic Plan Final 2020-2022
- Constable Precinct 3 Strategic Plan
- District Attorney Priorities and Objectives
- District Attorney Strategic Plan
- District Courts Long Term Strategic Plan
- Emergency Communications Strategic Plan
- Emergency Medical Services Strategic Plan FY 2021
- Emergency Services Balanced Scorecard 2021 - 2023
- Emergency Services Motto, Vision, Mission, and Values
- Human Resources SWOT Analysis
- Information Technology Strategic Plan 2021
- Juvenile Services Strategic Plan
- Parks Department Strategic Thinking June 2021
- Precinct 2 Constable Strategic Plan 2018
- Precinct 3 Justice of the Peace 2021-2022 Strategic Plan
- Pretrial and Court Services Organizational Chart
- Pretrial Services Implementation Plan v1.3 2020 - 2022
- Purchasing Department SWOT Analysis May 2021
- Purchasing Strategic Plan 2018
- Tax Assessor – Collector's Office Strategic Planning for Future Needs 2022 - 2027
- Veteran Services Draft Strategic Plan

WILLIAMSON COUNTY
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Williamson County, Texas

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WILLIAMSON COUNTY STRATEGIC PLAN REPORT

VISION

We are a friendly, safe and healthy county; with endless opportunities, strong community investment, thriving families and prospering businesses.

MISSION

Our Mission is to provide excellent customer service while executing strategic, financially sustainable core services that promote a healthy, safe and prosperous County.

KEY GOAL 1	KEY GOAL 2	KEY GOAL 3	KEY GOAL 4
Enhance communication strategy to build stronger relationships internally and externally	Lead a collaborative partnership to plan for and fund growth and development	Develop and implement a culture where Williamson County is the employer of choice	Adopt and implement long range master plans to address growth and sustainability

WILLIAMSON COUNTY STRATEGIC PLAN REPORT

VISION

We are a friendly, safe and healthy county; with endless opportunities, strong community investment, thriving families and prospering businesses.

MISSION

Our Mission is to provide excellent customer service while executing strategic, financially sustainable core services that promote a healthy, safe and prosperous County.

KEY GOAL 5	KEY GOAL 6	KEY GOAL 7
Commit to state-of-the-art technological solutions for customer service	Enhanced services and systems to support a safe community	Integrate policies to ensure financial stability and sustainability across all services